



## Incredible Holdings Ltd.

(Incorporated in the Republic of Singapore)  
(Company Registration Number 199906220H)

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### PROPOSED ISSUANCE OF PERPETUAL BONDS, PERPETUAL CONVERTIBLE BONDS AND WARRANTS - ENTRY INTO SUBSCRIPTION AGREEMENT

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#### Introduction

The Board of Directors (the “**Board**”) of Incredible Holdings Ltd. (the “**Company**” and together with its subsidiaries, the “**Group**”) wishes to announce that the Company has on 31 December 2021 entered into a subscription agreement (the “**Subscription Agreement**”) with Ntegrator International Ltd. (the “**Subscriber**”) in relation to, *inter alia*, a proposed issuance of:

- (a) 0% perpetual bonds of an aggregate principal amount of S\$6,900,000 (the “**Perpetual Bonds**”);
- (b) 0% perpetual convertible bonds of an aggregate principal amount of S\$2,100,000 (the “**Perpetual Convertible Bonds**”) which shall, at the option of the holder thereof, be convertible into new ordinary shares in the Company (the “**Conversion Shares**”) at a conversion price of S\$0.004 per Conversion Share (the “**Conversion Price**”); and
- (c) 1,000,000,000 free warrants (the “**Warrants**”), each Warrant shall grant the holder thereof the right to subscribe for one new ordinary share in the Company (the “**Exercised Share**”) at an exercise price of S\$0.0016 (the “**Exercise Price**”),

(the “**Proposed Issuance**”).

The proposed issuance of the Perpetual Bonds and Perpetual Convertible Bonds are undertaken pursuant to Section 272B of the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”). The Perpetual Bonds and Perpetual Convertible Bonds have been offered solely and sold to the Subscriber under Section 272B of the SFA and no prospectus or offer information statement in connection with the offer and sale of the Perpetual Convertible Bonds will be registered in Singapore with the Monetary Authority of Singapore (the “**MAS**”) under the SFA.

The proposed issuance of the Warrants is undertaken pursuant to Section 277 of the SFA. An offer information statement relating to the proposed issuance of the Warrants which complies with such requirements as to form and content with the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 will be lodged with the SGX-ST acting as agent on behalf of the MAS in due course.

No lead manager, co-manager, placement agent or underwriter has been appointed and no commission is payable to any lead manager, co-manager, placement agent or underwriter in connection with the Proposed Issuance.

The Company has 2,693,670,727 2021 Warrants outstanding as at the date of this announcement.

## **Rationale for the Proposed Issuance**

The rationale for the Proposed Issuance is for the Company to participate in the business growth and upside of the new and existing businesses of the Subscriber. The Board believes that the Proposed Issuance will broaden and diversify the Group's revenue streams and customer base by further co-operation with the Subscriber to expand the new and existing business of the Company.

As announced on 5 January 2022 titled "The Proposed Subscription of Perpetual Convertible Bonds and Warrants in Ntegrator International Ltd. - Entry into Subscription Agreement" ("Proposed Subscription"), the Company has on 31 December 2021 entered into a subscription agreement with the Subscriber. The rationale for the Proposed Issuance and the Proposed Subscription is that the Company does not have to utilise its cash to subscribe for the Subscriber's shares as a long-term investment.

As announced on 18 October 2021 and 27 October 2021, the Company entered into proposed acquisition of 42% of Golden Ultra Limited and proposed acquisition of 15% of Gadmobe Group. On 12 October 2021, the Subscriber announced the proposed acquisition of 55% of Golden Ultra Limited and proposed acquisition of 85% of Gadmobe Group respectively. The Board is of the view that the Proposed Issuance and the Proposed Subscription could foster closer cooperation between the Company and the Company without using cash resources and enjoying growth in each other's existing businesses.

The placement of 1,000,000,000 free warrants to the Subscriber is for the Company to benefit from additional funds expected to be raised for investment in the Subscriber and proposed mergers and acquisitions as and when the Warrants are exercised into Exercised Shares during the Exercise Period.

## **Information on the Subscriber**

### Introducer

No introducer was appointed by the Company and no commission is payable by the Company in connection with the Proposed Issuance.

The Subscriber was identified by one of the Board members of the Company, namely Christian Kwok-Leun Yau Heilesen ("**Mr Heilesen**"), the Executive Director and controlling shareholder of the Company. Mr Heilesen introduced the Subscriber to the Company.

No introducer was appointed by the Company and no commission is payable by the Company in connection with the Proposed Issuance. Accordingly, no commission and/or introducer fees are payable/was paid by the Company in connection with the Proposed Issuance.

### Information on the Subscriber

The Subscriber, Ntegrator International Ltd. (Company Registration Number 199904281D), is a public company incorporated in Singapore on 24 July 1999 and has an issued and paid-up share capital of approximately S\$30.1 million comprising 1,464,458,714 ordinary shares as at the date of this announcement.

The Subscriber is listed on the Catalist Board of the SGX-ST.

The principal activities of the Subscriber comprise, *inter alia*, the following:

- (a) design, installation and implementation of data, video, fiber optics, wireless and cellular network infrastructure, and voice communication systems; and
- (b) provision of a wide range of services such as outside plant services, including fiber cable installation and pipe laying, project management services as well as maintenance and support services.

#### Representations from the Subscriber

The Subscriber has represented that:

- (a) The Subscriber is not acquiring the Perpetual Bonds, Perpetual Convertible Bonds and the Warrants as trustee to beneficiaries of a trust nor is the Subscriber acting on behalf of another person (whether as an agent or otherwise) in connection with its acquisition of the Perpetual Bonds, Perpetual Convertible Bonds, and the Warrants.
- (b) The Subscriber is subscribing for the Perpetual Bonds and Perpetual Convertible Bonds for investment purposes and not subscribing for the Perpetual Bonds and the Perpetual Convertible Bonds with a view to subsequently offer the Perpetual Bonds and Perpetual Convertible Bonds for sale to another person.
- (c) The Subscriber will do all acts and things as may be required in order to comply with Section 272B and Section 277 of the SFA.
- (d) The Subscriber will not convert the Perpetual Convertible Bonds and exercise the Warrants to acquire shares which (taken together with shares held or acquired by persons acting in concert with it) carry 30% or more of the voting rights of the Company.
- (e) The Subscriber will not convert the Perpetual Convertible Bonds and exercise the Warrants to acquire a controlling interest under the Catalist Rules without prior approval of shareholders of the Company in general meeting.
- (f) Save that the Subscriber is a corporation in whose shares the Company's directors and substantial shareholders have an aggregate interest of at least 10%, the Subscriber is not (i) a substantial shareholder of the Company; (ii) a substantial shareholder, related company, associated company or sister company of a substantial shareholder of the Company; and (iii) to the best of its knowledge, information and belief, a person who, in the opinion of the SGX-ST, falls within (i) or (ii).
- (g) The Subscriber is not acting in accordance with the instructions or direction of any director or shareholder of the Company, nor is the Subscriber under any obligation to act in accordance with the instructions or direction of any director or shareholder of the Company.
- (h) The Subscriber will not (i) acquire the Perpetual Bonds, the Perpetual Convertible Bonds and/or the Warrants and/or (ii) convert the Perpetual Convertible Bonds and/or exercise the Warrants to the extent that would result in a very substantial acquisition or a reverse takeover by the Subscriber under the Catalist Rules.
- (i) The Subscriber is not acting in accordance with the instructions or direction of any director or shareholder of the Company, nor is the Subscriber under any obligation to act in accordance with the instructions or direction of any director or shareholder of the Company.

### **The Proposed Issuance**

#### Principal Terms and Conditions of the Perpetual Bonds

The following is a summary of the principal terms and conditions of the Perpetual Bonds:

Issuer	: Incredible Holdings Ltd.
Size of Perpetual Bonds	: The Company will issue S\$6,900,000 aggregate principal amount of Perpetual Bonds.
Issue Date of Perpetual Bonds	: On the Completion Date of the Subscription Agreement (as defined below).
Issue Price of Perpetual Bonds	: 100% of the principal amount of the Perpetual Bonds, or S\$1.00 for each S\$1.00 in principal amount of the Perpetual Bonds.
Form and Denomination	: The Perpetual Bonds will be issued in registered form and in the denomination of S\$1.00 each.
Status of the Perpetual Bonds	: The Perpetual Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Company and shall at all times rank <i>pari passu</i> , without any preference or priority among themselves and <i>pari passu</i> with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Company, save for such exceptions as may be provided by mandatory provisions under applicable laws and regulations.
Conversion Right	: The Perpetual Bonds shall have no conversion right and will not be convertible into new ordinary shares in the Company.
Listing and Trading of the Perpetual Bonds	: The Perpetual Bonds will not be listed and quoted on the Catalist Board of the SGX-ST.
Coupon	: Zero Coupon
Maturity Date	: The Perpetual Bonds will be perpetual and will have no fixed maturity date.

- Redemption : The Perpetual Bonds may be redeemed at the option of the Company in whole or in part by giving not less than 21 days' notice to the holders of the Perpetual Bonds at a redemption price equal to the principal amount of the Perpetual Bonds to be redeemed at any time.
- The Perpetual Bonds may also be redeemed at the option of the Company in whole but not in part at any time at a redemption price equal to the principal amount of the Perpetual Bonds upon the occurrence of (a) certain changes in applicable laws or regulations of Singapore requiring the payment of additional amounts to gross up payments on account of withholding taxes; (b) a change in control of the Subscriber; or (c) a suspension or delisting of the securities of the Subscriber.
- For the avoidance of doubt, the Perpetual Bonds are not redeemable at the option of the holders of the Perpetual Bonds.
- Participation Rights in Distributions and/or Offer of Further Securities : The holders of the Perpetual Bonds have no participation rights in any distributions and/or offer of further securities made by the Company.
- Transferability : Subject to applicable laws and regulations, the Perpetual Bonds may be transferred by a holder thereof with the prior written consent of the Company in accordance with the terms and conditions of the Perpetual Bonds.
- Governing Law : The Perpetual Bonds will be governed by, and construed in accordance with, the laws of Singapore.

#### Principal Terms and Conditions of the Perpetual Convertible Bonds

The following is a summary of the principal terms and conditions of the Perpetual Convertible Bonds:

- Issuer : Incredible Holdings Ltd.
- Size of Perpetual Convertible Bonds : The Company will issue S\$2,100,000 aggregate principal amount of Perpetual Convertible Bonds.
- Issue Date of the Perpetual Convertible Bonds : On the Completion Date of the Subscription Agreement (as defined below).
- Issue Price of Perpetual Convertible Bonds : 100% of the principal amount of the Perpetual Convertible Bonds, or S\$1.00 for each S\$1.00 in principal amount of the Perpetual Convertible Bonds.
- Form and Denomination : The Perpetual Convertible Bonds will be issued in registered form and in the denomination of S\$1.00 each.

Status of the Perpetual Convertible Bonds : The Perpetual Convertible Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Company and shall at all times rank *pari passu*, without any preference or priority among themselves and *pari passu* with all other present and future direct, unconditional, unsecured and unsubordinated obligations of the Company, save for such exceptions as may be provided by mandatory provisions under applicable laws and regulations.

Conversion Right : The Perpetual Convertible Bonds shall, at the option of the holder thereof, be convertible into Conversion Shares at the Conversion Price. The conversion right may be exercised at any time after the date of issue of the Perpetual Convertible Bonds and if the Perpetual Convertible Bonds have been called for redemption by the Company, then before 5.00 p.m. on a date no later than ten days prior to the date fixed for redemption of such Perpetual Convertible Bonds.

The number of Conversion Shares to be issued by the Company upon conversion of the Perpetual Convertible Bonds will be determined by dividing the principal amount of the Perpetual Convertible Bonds to be converted by the Conversion Price in effect at the conversion date.

Fractions of a Conversion Share will not be issued upon conversion of the Perpetual Convertible Bonds and no cash adjustments will be made in respect of such fractions of Conversion Shares.

Registration : As soon as practicable, and in any event not later than 15 market days after the conversion date, the Company will, in the case of Perpetual Convertible Bonds converted on exercise of the Conversion Right and in respect of which a duly completed conversion notice has been delivered and the relevant Certificate and amounts payable by the relevant Bondholder as required have been paid, procure that the relevant number of conversion shares to be issued on conversion of the Perpetual Convertible Bonds are allotted to and registered in the name of GDP for credit to the securities account designated for the purpose in the conversion notice for so long as the Conversion Shares are listed on the Catalist Board of the SGX-ST, together with any other documents as may be required by law to effect the allotment thereof.

Number of Conversion Shares : Assuming there are no adjustments to the Conversion Price subsequent to the issuance of the Perpetual Convertible Bonds, the Company will issue up to 525,000,000 Conversion Shares upon conversion of all of the Perpetual Convertible Bonds.

The 525,000,000 Conversion Shares represents:

- (a) approximately 17.54% of the existing total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 2,993,532,545 ordinary shares; and
- (b) approximately 14.92% of the enlarged total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 3,518,532,545 ordinary shares, assuming that 525,000,000 Conversion Shares were issued by the Issuer upon conversion of all of the Perpetual Convertible Bonds.

Status of Conversion Shares : The Conversion Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing ordinary shares in the Company, except that they will not rank for any dividends, rights, allotments or other distributions the record date for which falls on or before the date of allotment and issue of the Conversion Shares.

Listing and Trading of the Perpetual Convertible Bonds and the Conversion Shares : The Perpetual Convertible Bonds will not be listed and quoted on the Catalist Board of the SGX-ST.

The Company will be making an application to the SGX-ST through its sponsor, Hong Leong Finance Limited, for the listing and quotation of the Conversion Shares on the Catalist Board of the SGX-ST.

Conversion Price : S\$0.004

The Conversion Price of S\$0.004 represents a premium of 27.39% to the weighted average price of S\$0.00314 for trades done on the SGX-ST for the full market day on 30 December 2021, being the last full market day on which the shares of the Company were traded prior to the signing of the Subscription Agreement on 31 December 2021.

Conversion Price (effective price) : S\$0.00243

The effective price of Conversion Price is calculated by assuming the full conversion of 525,000,000 Conversion Shares accompanied by the exercise of all 1,000,000,000 Warrants.

The Conversion Price of S\$0.00243 was arrived at arm's length and on a willing buyer-willing-seller-basis, taking into consideration the Exercise Price of the Warrants, the weighted average price of the Issuer's shares on the last market day preceding the date of the Subscription Agreement, which represents a discount of 22.61% to the weighted average price of S\$0.00314 for trades done on the SGX-ST for the full market day on 30 December 2021, being the last full market day on which the shares of the Company were traded prior to the signing of the Subscription Agreement on 31 December 2021.

- Adjustments : The Conversion Price is subject to adjustments under certain circumstances in accordance with the terms and conditions of the Perpetual Convertible Bonds.
- The Company will make an announcement of any adjustments made to the Conversion Price via SGXNET.
- Coupon : Zero coupon.
- Maturity Date : The Perpetual Convertible Bonds will be perpetual convertible bonds and will have no fixed maturity date.
- Redemption : The Perpetual Convertible Bonds may be redeemed at the option of the Company in whole or in part by giving not less than 21 days' notice to the holders of the Perpetual Convertible Bonds at a redemption price equal to the principal amount of the Perpetual Convertible Bonds to be redeemed at any time.
- The Perpetual Convertible Bonds may also be redeemed at the option of the Company in whole but not in part at any time at a redemption price equal to the principal amount of the Perpetual Convertible Bonds upon the following events at the discretion of the Issuer's Board: the occurrence of (a) certain changes in applicable laws or regulations of Singapore requiring the payment of additional amounts to gross up payments on account of withholding taxes; (b) a change in control of the Company; or (c) a suspension or delisting of the securities of the Company.
- For the avoidance of doubt, the Perpetual Convertible Bonds are not redeemable at the option of the holders of the Perpetual Convertible Bonds.
- Participation Rights in Distributions and/or Offer of Further Securities : The holders of the Perpetual Convertible Bonds have no participation rights in any distributions and/or offer of further securities made by the Company.
- Modification and Waiver : The Company may, without the consent of Bondholders, modify any provision of these Conditions which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law. Any such modification shall be binding on the Bondholders and such modification shall be notified by the Issuer to the Bondholders as soon as practicable.
- Any material modification to the terms or conditions of the Perpetual Convertible Bonds which is for the benefit of the Bondholders but is materially prejudicial to the interests of the shareholders of the Issuer shall not be effected without the prior approval of the shareholders of the Issuer at a general meeting, unless such modification is made pursuant to these Conditions.
- Transferability : Subject to applicable laws and regulations, the Perpetual Convertible Bonds may be transferred by a holder thereof with



the prior written consent of the Company in accordance with the terms and conditions of the Perpetual Convertible Bonds.

Governing Law : The Perpetual Convertible Bonds will be governed by, and construed in accordance with, the laws of Singapore.

#### Principal Terms and Conditions of the Warrants

The following is a summary of the principal terms and conditions of the Warrants:

Issuer : Incredible Holdings Ltd.

Number of Warrants : The Company will issue 1,000,000,000 Warrants.

Form and Subscription Right : The Warrants will be constituted by a deed poll (the “**Deed Poll**”) and will be issued in registered form. Each Warrant shall grant the holder thereof the right to subscribe for one Exercised Shares at the Exercise Price at any time during the Exercise Period subject to the terms and conditions of the Warrants.

Number of Exercised Shares : Assuming there are no adjustments to the number of Warrants, the Company will issue up to 1,000,000,000 Exercised Shares upon exercise of all of the Warrants.

The 1,000,000,000 Exercised Shares represents:

- (a) approximately 33.41% of the existing total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 2,993,532,545 ordinary shares; and
- (b) approximately 25.04% of the enlarged total issued share capital of the Issuer (excluding treasury shares and subsidiary holdings) comprising 3,993,532,545 ordinary shares, assuming that 1,000,000,000 Exercised Shares were issued by the Company upon exercise of all of the Warrants.

The 525,000,000 Conversion Shares and the 1,000,000,000 Exercised Shares represent:

- (a) approximately 50.94% of the existing total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 2,993,532,545 ordinary shares; and
- (b) approximately 33.75% of the enlarged total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 4,518,532,545 ordinary shares, assuming that 525,000,000 Conversion Shares were issued by the Company upon conversion of all of the Perpetual Convertible Bonds and that 1,000,000,000 Exercised Shares were issued by the Company upon exercise of all of the Warrants.

- Status of Exercised Shares : The Exercised Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing ordinary shares in the Company, except that they will not rank for any dividends, rights, allotments or other distributions the record date for which falls before the date of allotment and issue of the Exercised Shares.
- Listing and Trading of the Warrants and the Exercised Shares : The Warrants are expected to be listed and quoted on the Catalist Board of the SGX-ST.
- The Company will be making an application to the SGX-ST through its sponsor, Hong Leong Finance Limited, for the listing and quotation of the Warrants and the Exercised Shares on the Catalist Board of the SGX-ST.
- It should be noted that the Warrants may not be listed and quoted on the Catalist Board of the SGX-ST in the event of an insufficient spread of holdings of the Warrants to provide for an orderly market in the Warrants. Accordingly, in such event, the holders will not be able to trade their Warrants on the Catalist Board of the SGX-ST. However, if the Warrants are exercised in accordance with its terms and conditions in the Deed Poll, the Exercised Shares will be listed and quoted on the Catalist Board of the SGX-ST.
- Exercise Price : S\$0.0016
- The Exercise Price of S\$0.0016, was arrived at arm's length and on a willing buyer-willing-seller-basis, taking into consideration the VWAP of the last market day prior to the Subscription Agreement, represents a discount of 49.04% to the weighted average price of S\$0.00314 for trades done on the SGX-ST for the full market day on 30 December 2021, being the last full market day on which the shares of the Company were traded prior to the signing of the Subscription Agreement on 31 December 2021.
- Exercise Period : The Warrants may be exercised during the period commencing on the date of issue of the Warrants and expiring at 5.00 p.m. on the date falling five years after the date of issue of the Warrants (the "**Exercise Period**"). At the expiry of the Exercise Period, any Warrants which have not been exercised shall lapse and cease to be valid for any purpose.
- The Company shall, not later than one (1) month before the expiry of the Exercise Period (the "**Expiry Date**"), announce the expiry of the Exercise Period on SGXNET. In addition, the Company shall, not later than one (1) month before the Expiry Date, take reasonable steps to notify all holders of the Warrants in writing of the Expiry Date, and such notice shall be delivered by post to the address of the relevant holders of the Warrant(s).

Adjustments : The number of Warrants and/or the Exercise Price are subject to adjustments under certain circumstances in accordance with the terms and conditions of the Warrants.

The Company will make an application to the SGX-ST through its sponsor, Hong Leong Finance Limited, for the listing and quotation of any additional Warrants and any additional Exercised Shares on the Catalist Board of the SGX-ST as and when there are any adjustments made to the number of Warrants and/or the Exercise Price.

Any additional Warrants issued pursuant to such adjustments shall rank *pari passu* in all respects with the then existing Warrants and without any preference or priority among themselves and among the then existing Warrants, save as may otherwise be provided in the terms and conditions of the Warrants.

The Company will make an announcement of any adjustments made to the number of Warrants and/or the Exercise Price via SGXNET.

For the avoidance of doubt, except where the adjustments are made pursuant to the Deed Poll constituting the Warrants, the Company shall not change the Exercise Price and exercise ratio of the Warrants, extend the Exercise Period of an existing Warrant or issue a new warrant to replace an existing Warrant.

Modification of Rights of the Holders of the Warrants : Subject only to the power of the Company to amend the Deed Poll in accordance with the terms and conditions of the Deed Poll, any modification to the Deed Poll may be effected only by deed, executed by the Company and expressed to be supplemental, and only if it shall first have been sanctioned by an extraordinary resolution of the Warrantholders.

The Company may, without the consent of the holders of the Warrants but in accordance with the terms and conditions of the Warrants in the Deed Poll, effect:

- (a) any modification to the Warrants, the warrant agency agreement or the Deed Poll which, in its opinion, is not materially prejudicial to the interests of the holders of the Warrants;
- (b) any modification to the Warrants, the warrant agency agreement or the Deed Poll which, in its opinion, is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or
- (c) any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants, including the issue of Exercised Shares upon exercise of the Warrants or meetings of the holders of the Warrants in order to facilitate trading in or the exercise of the Warrants or in connection with the

implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Catalist Board of the SGX-ST.

Any such modification shall be binding on the holders of the Warrants and shall be notified to the holders of the Warrants in accordance with the terms and conditions of the Warrants in the Deed Poll as soon as practicable thereafter.

Notwithstanding any other provisions as set out in the Deed Poll, any material alteration to the terms and conditions of the Warrants in the Deed Poll after the issue of the Warrants to the advantage of the holders of the Warrants and prejudicial to the shareholders of the Company must be approved by shareholders of the Company in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants in the Deed Poll.

Save as provided by the terms and conditions of the Warrants in the Deed Poll, the Company shall not extend the Exercise Period, create and issue new warrants to replace the Warrants, change the Exercise Price or change the exercise ratio of the Warrants.

- Winding-up of the Company : If a resolution is passed for a members' voluntary winding-up of the Company then:
- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of the Warrants, or some person designated by them for such purpose sanctioned by extraordinary resolution at a meeting of the holders of the Warrants, the terms of such scheme of arrangement shall be binding on all holders of the Warrants and all persons having an interest in the Warrants; and
  - (b) in any other case, every holder of the Warrants shall be entitled, subject to the terms and conditions of the Warrants in the Deed Poll, within two weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his warrant certificate(s) to the Company with the exercise notice(s) duly completed, together with payment of the full amount of the aggregate Exercise Price in respect of the Warrants specified in the exercise notice(s), to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the exercise notice(s) and had on such date been the holder of the Exercised Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the holders of the Warrants in accordance with the terms and

conditions of the Warrants in the Deed Poll of the passing of any such resolution within seven market days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution in relation to the winding-up of the Company, shall lapse and the Warrants shall cease to be valid for any purpose.

- Further Issues : Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company shall be at liberty to issue Shares to Members either for cash or as a bonus distribution and to issue further subscription rights, upon such terms and conditions as the Company sees fit but the Warranholders shall not have any participation rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.
- Transferability : Subject to applicable laws and regulations and the terms and conditions of the Warrants, the Warrants shall be transferrable in lots entitling a holder thereof to subscribe for whole numbers of Exercised Shares and so that no person shall be recognised by the Company as having title to Warrants granting the relevant holder thereof the right to subscribe for a fractional part of an Exercised Share or otherwise than as the sole or joint holder of the entirety of such Exercised Share.
- Governing Law : The Warrants will be governed by, and construed in accordance with, the laws of Singapore.

Intended Use of Net Proceeds

The gross proceeds from the proposed issuance of the Perpetual Bonds of S\$6,900,000 and Perpetual Convertible Bonds of S\$2,100,000 plus the gross proceeds from the exercise of the Warrants of S\$1,600,000 (assuming that there are no adjustments to the number of Warrants and the Exercise Price and assuming that all of the Warrants are exercised) less the costs and expenses incurred or to be incurred in connection with the Proposed Issuance of approximately S\$50,000 amounts to approximately S\$10.6 million (the “**Net Proceeds**”).

The Company intends to use the Net Proceeds to be raised by the Company from the Proposed Issuance as follows:

Intended Use of Net Proceeds	Allocation of Net Proceeds	
	S\$	%
Investment purposes to subscribe for the Perpetual Convertible Bonds to be issued by Ntegrator International Ltd. <sup>(1)</sup>	10.6 million	100
<b>Total</b>	<b>10.6 million</b>	<b>100%</b>

**Note:**

- (1) Please refer the Company's announcement dated 5 January 2022 for further details in relation to the of Perpetual Convertible Bonds and Warrants in Ntegrator International Ltd.

Shareholders should note that the table above represents reasonable estimates of the allocation of the Net Proceeds to be raised by the Company from the Proposed Issuance based on its current plans and reasonable estimates regarding its anticipated expenditures. Actual expenditures may vary from these estimates and the Company may find it necessary or advisable to reallocate the Net Proceeds within the intended uses described above or to use portions of the Net Proceeds for other purposes. In the event that any part of the Company's intended uses described above does not materialise or proceed, and the Net Proceeds allocated is not used, directors of the Company will carefully evaluate the situation and may reallocate such funds to other purposes and/or hold such funds on short-term deposits for so long as directors of the Company deem it to be in the interests of the Company and its shareholders, taken as a whole. Where there is any material deviation of the Net Proceeds from the Company's intended uses described above, the Company will make an announcement of the reasons for such deviation via SGXNET.

The Company will make immediate announcements on the use of the Net Proceeds from the Proposed Issuance as and when the funds are materially disbursed and whether such use is in accordance with the Company's intended uses described above and in accordance with the Company's estimated allocation described above. The Company will provide a status report on the use of the Net Proceeds from the Proposed Issuance in the Company's interim and full year financial statements and annual reports. Pending the deployment of the Net Proceeds from the Proposed Issuance, the funds will be placed in short-term deposits and/or used to invest in short-term money market instruments as directors of the Company may, in their absolute discretion, deem appropriate.

Listing and Quotation Notice

The Proposed Issuance is conditional upon, *inter alia*, the Company obtaining the listing and quotation notice from the SGX-ST for the listing and quotation of the Warrants, the Conversion Shares and the Exercised Shares.

The Company will be making an application to the SGX-ST through its sponsor, Hong Leong Finance Limited, for the listing and quotation of Warrants, the Conversion Shares and the Exercised Shares on the Catalist Board of the SGX-ST and will make the necessary announcement upon receipt of the listing and quotation notice in respect of the Warrants, the Conversion Shares and the Exercised Shares from the SGX-ST.

**Principal Terms of the Subscription Agreement**

According to the Subscription Agreement:

(a) Completion Date

“**Completion Date**” means the date falling seven business days after the fulfilment or waiver (if capable of waiver) of all the conditions precedent below (other than conditions precedent to be fulfilled on the Completion Date), or such other date as the Company and the Subscriber (collectively, the “**Parties**”) may agree in writing.

(b) Conditions Precedent

The obligations of the Parties under the Subscription Agreement are conditional upon, and completion shall not take place until, all the following conditions precedent (other than conditions precedent to be fulfilled or waived (if capable of waiver) on the Completion Date) have been fulfilled:

- (i) the Company having obtained such approvals from its board of directors and shareholders in connection with the Subscription Agreement and the transactions contemplated therein as may be necessary, including but not limited to (aa) the issue of the Perpetual Bonds; (bb) the issue of the Perpetual Convertible Bonds to the Subscriber and the issue of the Conversion Shares upon conversion of the Perpetual Convertible Bonds; (cc) the issue of the Warrants to the Subscriber and the issue of the Exercised Shares upon exercise of the Warrants; (dd) the issue of new share certificates in respect of the Conversion Shares and the Exercised Shares; and (ee) the lodgement of the required statutory returns with the Accounting and Regulatory Authority of Singapore, and such approvals not having been amended or revoked before the Completion Date;
- (ii) the Company having obtained shareholders' approval from its shareholders for the transfer of controlling interest to the Company in connection with the Proposed Subscription pursuant to Catalist Rule 803;
- (iii) the Subscriber having obtained such approvals from its board of directors and shareholders (if applicable) in connection with the Subscription Agreement and the transactions contemplated therein as may be necessary;
- (iv) the Company having obtained the listing and quotation notice from the SGX-ST for the listing and quotation of the Warrants, the Conversion Shares and the Exercised Shares, and the listing and quotation notice not having been amended or revoked before the Completion Date, and if the listing and quotation notice is subject to conditions, such conditions being reasonably satisfactory to the Company and, to the extent that such conditions are required to be fulfilled on or before the Completion Date, they are so fulfilled;
- (v) the Subscriber complying with the applicable requirements under the Companies Act, Chapter 50 of Singapore (the "**Companies Act**"), the SFA, the Singapore Code on Take-overs and Mergers (the "**Code**"), the Catalist Rules and applicable laws (to the extent that such laws relates to or affects the subscription);
- (vi) there is no breach by the Subscriber of its representations, warranties and undertakings contained in the Subscription Agreement;
- (vii) each of the representations, warranties and undertakings remaining true and accurate in all material respects as at the Completion Date (by reference to the facts and circumstances then subsisting) with the same force and effect as if repeated on the Completion Date; and
- (viii) all necessary consents, approvals and waivers where required for the transactions contemplated under the Subscription Agreement (including third party, governmental and regulatory consents, approvals and waivers) having been obtained by the Parties, and such consents, approvals and waivers not having been amended or revoked before the Completion Date, and if any such consents, approvals or waivers are subject to conditions, such conditions being fulfilled on or before the Completion Date.

(c) Long Stop Date

"**Long Stop Date**" means 12 months from the date of the Subscription Agreement, or such other later date as the Parties may agree in writing.

If any of the conditions precedent above is not fulfilled on or before 5.00 p.m. on the Long Stop Date and such non-fulfilment is not waived by the party who has the benefit of such condition

precedent, the Subscription Agreement shall lapse and no party shall have any claim against the other party under the Subscription Agreement, save for any claim arising from antecedent breaches of the Subscription Agreement.

(d) Payment of the Issue Price for the Perpetual Bonds

The aggregate issue price for the Perpetual Bonds equal to 100% of the aggregate principal amount of the Perpetual Bonds of S\$6,900,000 shall be paid to the Company in cash by way of cashier's order, cheque, telegraphic transfer or such other payment method as the Parties may agree in writing (i) free of any restriction or condition; (ii) free and clear and without any deduction or withholding for or on account of any tax; and (iii) without deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

(e) Payment of the Issue Price for the Perpetual Convertible Bonds

The aggregate issue price for the Perpetual Convertible Bonds equal to 100% of the aggregate principal amount of the Perpetual Convertible Bonds of S\$2,100,000 shall be paid to the Company in cash by way of cashier's order, cheque, telegraphic transfer or such other payment method as the Parties may agree in writing (i) free of any restriction or condition; (ii) free and clear and without any deduction or withholding for or on account of any tax; and (iii) without deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

(f) Indemnity

The Subscriber has agreed to indemnify, defend and hold harmless the Company (and its directors, officers, employees, agents, representatives, affiliates, successors and assigns) from and against any and all losses, liabilities, fines, penalties, costs (including legal or arbitral costs, advisors', experts' and consultants' fees and costs of enforcement of any settlements, judgments or arbitral awards), charges, expenses, actions, proceedings, investigations, claims and demands which the Company may at any time and from time to time sustain, incur or suffer by reason of:

- (i) any non-compliance by the Subscriber with the applicable requirements under the Companies Act, the SFA, the Code, the Catalist Rules and applicable laws (to the extent that such laws relates to or affects the subscription); and
- (ii) any breach by the Subscriber of its representations, warranties and undertakings contained in the Subscription Agreement.

(g) Costs and Expenses

Each party shall bear and be responsible for its respective costs and expenses incurred in relation to the negotiation, preparation, finalisation, execution and performance of the Subscription Agreement and the transactions contemplated therein.

(h) Governing Law and Jurisdiction

The Subscription Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

In relation to any legal action or proceeding arising out of or in connection with the Subscription Agreement and the transactions contemplated therein, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.



## Shareholders' Approval for the Proposed Issuance

### Chapter 8 of the Catalist Rules

Pursuant to:

- (a) Catalist Rule 805, except as provided in Catalist Rule 806, an issuer must obtain the prior approval of shareholders in general meeting for, *inter alia*, the issue of shares or convertible securities or the grant of options carrying rights to subscribe for shares of the issuer.
- (b) Catalist Rule 824, every issue of company warrants or other convertible securities not covered under a general mandate must be specifically approved by shareholders in general meeting.
- (c) Catalist Rule 812, an issue must not be placed to, *inter alia*, (i) the issuer's directors and substantial shareholders; (ii) immediate family members of the directors and substantial shareholders; (iii) substantial shareholders, related companies, associated companies and sister companies of the issuer's substantial shareholders; (iv) corporations in whose shares the issuer's directors and substantial shareholders have an aggregate interest of at least 10%; or (v) any person who, in the opinion of the SGX-ST, falls within category (i) to (iv), unless specific shareholder approval for such a placement has been obtained and the person, and its associates, must abstain from voting on the resolution approving the placement.

Christian Kwok-Leun Yau Heilesen ("**Mr Heilesen**"), who is a director and substantial shareholder of the Company, is deemed interested in the shares held in the Subscriber through Mission Well Limited, representing approximately 11.7% of the total issued share capital of the Subscriber. Mr Heilesen is the sole shareholder and sole director of Mission Well Limited. Therefore, the Subscriber is a corporation in whose shares the Company's director directors and substantial shareholders have an aggregate interest of at least 10% and specific shareholders' approval for the Proposed Issuance is required.

Accordingly, the Company will be convening an extraordinary general meeting to seek specific shareholders' approval from independent shareholders of the Company for the Proposed Issuance. Mr Heilesen, the Subscriber and their associates shall abstain from voting on the resolution approving the Proposed Issuance in accordance with Catalist Rule 812(2).

### Chapter 9 of the Catalist Rules

As at the date of this announcement, Ntegrator is not an associate (as defined under the Catalist Rules) of Christian Kwok-Leun Yau Heilesen, a director of the Company and Mission Well Limited, a controlling shareholder of the Company. Accordingly, the Proposed Issuance is not classified as an interested person transaction under Chapter 9 of the Catalist Rules. The Company will obtain the necessary approvals for the issuance of the Perpetual Bonds, Perpetual Convertible Bonds, Conversion Shares, Warrants or the Exercised Share under Chapter 9 of the Catalist Rules if the Company incurs an obligation under Chapter 9 of the Catalist Rules.

## Confirmation by the Board

The Board confirms that:

- (a) After taking into consideration the Group's present bank facilities, the working capital available to the Group is sufficient to meet its present requirements. Notwithstanding the foregoing, the Company has decided to undertake the Proposed Issuance for the reasons set out in the section titled "Rationale for the Proposed Issuance" of this announcement; and
- (b) After taking into consideration the Group's present bank facilities and the Net Proceeds, the working capital available to the Group is sufficient to meet its present requirements.

## Dilution Effect

	As at the date of this announcement		Scenario A <sup>(1)</sup>		Scenario B <sup>(2)</sup>	
	Number of Shares	% <sup>(3)</sup>	Number of Shares	% <sup>(4)</sup>	Number of Shares	% <sup>(5)</sup>
<u>Directors of the Company</u>						
Christian Kwok-Leun Yau Heilesen <sup>(6)</sup>	1,770,461,781	59.14	1,770,461,781	50.32	1,770,461,781	39.18
<u>Substantial Shareholders of the Company</u>						
Mission Well Limited	1,709,659,281	57.11	1,709,659,281	48.59	1,709,659,281	37.84
Zhou Qilin	207,854,251	6.94	207,854,251	5.91	207,854,251	4.60
Subscriber	-	-	525,000,000	14.92	1,525,000,000	33.75
Other Shareholders	1,076,019,013	35.95	1,076,019,013	30.58	1,076,019,013	23.81
<b>Total</b>	<b>2,993,532,545</b>	<b>100</b>	<b>3,518,532,545</b>	<b>100</b>	<b>4,518,532,545</b>	<b>100</b>

### Notes:

- (1) Assuming that the Proposed Issuance was completed and 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds.
- (2) Assuming that the Proposed Issuance was completed and 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds and 1,000,000,000 Exercised Shares were issued upon exercise of all of the Warrants.
- (3) Based on the existing total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 2,993,532,545 ordinary shares as at the date of this announcement.
- (4) Based on the enlarged total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 3,518,532,545 ordinary shares assuming Scenario A.
- (5) Based on the enlarged total issued share capital of the Company (excluding treasury shares and subsidiary holdings) comprising 4,518,532,545 ordinary shares assuming Scenario B.
- (6) Mr Christian Kwok-Leun Yau Heilesen is deemed to have an interest in 1,709,659,281 ordinary shares in the Company held by Mission Well Limited and is deemed to have an interest in 60,802,500 ordinary shares in the Company held by Christian Kwok-Leun Yau Heilesen Family Trust through HSBC (Singapore) Nominees Pte Ltd.

Pursuant to Scenario A and Scenario B above, a controlling interest in the Company may be transferred to Ntegrator International Ltd.. Rule 803 of the Catalist Rules provides that an issuer must not issue securities to transfer a controlling interest without the prior approval of shareholders in general meeting. Accordingly, the Proposed Issuance is conditional upon the approval of Shareholders for the potential transfer of controlling interests in the Company to Ntegrator International Ltd. arising from the allotment and issue of the Conversion Shares and Exercised Shares being obtained at the EGM to be convened.

## Financial Effects

The financial effects of the Proposed Issuance on the NTA per share and the loss per share (“LPS”) of the Group have been prepared based on the audited consolidated financial statements of the Group for the financial year ended 31 December 2020.

For the purpose of illustrating the financial effects, the financial effects have been prepared based on, *inter alia*, the following assumptions:

- (a) the financial effects on the NTA per share of the Group are computed assuming that:
- (i) the Proposed Issuance was completed on 31 December 2020 and 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds on 31 December 2020 (“**Scenario C**”); and
  - (ii) the Proposed Issuance was completed on 31 December 2020, 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds on 31 December 2020 and 1,000,000,000 Exercised Shares were issued upon exercise of all of the Warrants on 31 December 2020 (“**Scenario D**”);
- (b) the financial effects on the LPS of the Group are computed assuming that:
- (i)
  - (ii) the Proposed Issuance was completed on 1 January 2020 and 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds on 1 January 2020 (“**Scenario E**”); and
  - (iii) the Proposed Issuance was completed on 1 January 2020, 525,000,000 Conversion Shares were issued upon conversion of all of the Perpetual Convertible Bonds on 1 January 2020 and 1,000,000,000 Exercised Shares were issued upon exercise of all of the Warrants on 1 January 2020 (“**Scenario F**”);
- (c) no adjustments have been made to the Conversion Price, the number of Warrants and the Exercise Price; and
- (d) the costs and expenses in connection with the Proposed Issuance shall be disregarded.

Financial Effects on NTA per Share of the Group

	<b>Before Completion of the Proposed Issuance</b>	<b>Scenario C</b>	<b>Scenario D</b>
NTA as at 31 December 2020 (S\$'000)	836	2,936	4,536
Number of shares in the Company, excluding treasury shares and subsidiary holdings	299,843,943	824,843,943	1,824,843,943
NTA per share of the Group (Singapore cents)	0.28	0.36	0.25

Financial Effects on EPS of the Group

	<b>Before Completion of the Proposed Issuance</b>	<b>Scenario E</b>	<b>Scenario F</b>
Net loss for the financial year ended 31 December 2020 (S\$'000)	(4,124)	(4,174)	(4,174)
Weighted average number of shares in the Company, excluding treasury shares and subsidiary holdings	299,843,943	824,843,943	1,824,843,943

LPS of the Group  
(Singapore cents)

(1.38)

(0.51)

(0.23)

The financial effects presented above are for illustrative purposes only and are not intended to reflect the actual future results and/or financial position of the Company and/or the Group. No representation is made as to the actual results and/or financial position of the Company and/or the Group.

## Other Relevant Information

### Subscriber's Distribution-in-Specie

The Company understands that the Subscriber intends to undertake a capital reduction (the "**Proposed Capital Reduction**") pursuant to Section 78C of the Companies Act and return to entitled shareholders surplus capital of the Subscriber in excess of its needs by way of a distribution *in specie* (the "**Proposed Distribution**") of 300,000,000 Warrants to entitled shareholders in proportion to their respective shareholdings in the Subscriber, on the basis of one (1) Warrants for every one (1) ordinary shares in the Company, as at a record date to be determined by the directors of the Company for the purposes of determining the entitlement of shareholders of the Company to the Proposed Distribution, fractional entitlements to be disregarded. Only shareholders of the Company with Singapore addresses as at the Record Date will be entitled to the Proposed Distribution.

Shareholders of the Company may read the announcement made by the Subscriber via SGXNET on 1 January 2022 for further details.

### Proposed Acquisition of Golden Ultra Limited by the Company

The Company had, on 18 October 2021, entered into a share purchase agreement with Mr Heilesen in relation to, *inter alia*, the acquisition of Golden Ultra Limited (the "**Proposed Acquisition of Golden Ultra Limited**"). Shareholders may refer to the Company's announcements dated 18 October 2021 and 22 October 2021 for further details on the Proposed Acquisition of Golden Ultra Limited.

Upon completion of the Proposed Acquisition of Golden Ultra Limited, the Company will hold 420 ordinary shares representing 42% of the issued share capital of Golden Ultra Limited. As at the date of this announcement, the Proposed Acquisition of Golden Ultra Limited has not been completed.

### Proposed Acquisition of Golden Ultra Limited by the Subscriber

Based on the information available on SGXNet, the Subscriber had on 12 October 2021 entered into a share purchase agreement with Mr Heilesen in relation to, *inter alia*, the acquisition of the Golden Ultra Limited (the "**Ntegrator's Proposed Acquisition of Golden Ultra Limited**"). Shareholders may refer to the Subscriber's announcements dated 12 October 2021, 14 October 2021 and 22 October 2021 for further details on Ntegrator's Proposed Acquisition of Golden Ultra Limited.

According to the Subscriber's announcements dated 12 October 2021, upon completion of Ntegrator's Proposed Acquisition of Golden Ultra Limited, the Subscriber will hold 550 ordinary shares representing 55% of the issued share capital of the Golden Ultra Limited.

### Proposed Acquisition of Gadmobe Group by the Company

The Company had, on 27 October 2021, entered into a share purchase agreement with Mr Tam Ki Ying in relation to, *inter alia*, the acquisition of the Gadmobe Group (the "**Proposed Acquisition of Gadmobe Group**"). Shareholders may refer to the Company's announcements dated 27 October 2021

(the “**27 October 2021 Announcement**”) and 2 November 2021 for further details on the Proposed Acquisition of Gadmobе Group.

Upon completion of the Proposed Acquisition of Gadmobе Group, the Company will hold 15 ordinary shares representing 15% of the issued share capital of the Gadmobе Group (as defined in the 27 October 2021 Announcement). As at the date of this announcement, the Proposed Acquisition of Gadmobе Group has not been completed.

#### Proposed Acquisition of Gadmobе Group by the Subscriber

Based on the information available on SGXNet, the Subscriber had on 12 October 2021 entered into a share purchase agreement with Mr Tam Ki Yang in relation to, *inter alia*, the acquisition of the Gadmobе Group (the “**Ntegrator’s Proposed Acquisition of Gadmobе Group**”). Shareholders may refer to the Subscriber’s announcements dated 30 July 2021, 12 October 2021, 14 October 2021 and 22 October 2021 for further details on Ntegrator’s Proposed Acquisition of Gadmobе Group.

According to the Subscriber’s announcement dated 12 October 2021, upon completion of Ntegrator’s Proposed Acquisition of Gadmobе Group, the Subscriber will hold 85 ordinary shares representing 85% of the issued share capital of the Gadmobе Group (as defined in the Subscriber’s announcement dated 12 October 2021).

A summary of the Company’s and the Subscriber’s common interests in Golden Ultra Limited and Gadmobе Group is set out in the table below on the assumption that all of the acquisitions are completed:

	Golden Ultra Limited		Gadmobе Group <sup>(2)</sup>	
	Number of shares <sup>(1)</sup>	% <sup>(1)</sup>	Number of shares <sup>(2)</sup>	% <sup>(2)</sup>
<b>Company</b>	420	42	15	15
<b>Subscriber</b>	550	55	85	85

#### **Notes:**

- (1) Based on the total issued share capital of 1,000 shares representing 100% of the total issued share capital of the Golden Ultra Limited.
- (2) Based on the total issued share capital of 100 shares representing 100% of the total issued share capital of the Gadmobе Group (as defined in the 27 October 2021 Announcement).

#### **Service Contracts**

No person is proposed to be appointed as a director of the Company in connection with the Proposed Issuance and no service contracts in relation thereto is proposed to be entered into by the Company.

#### **Cash Raised by the Company from the Issue of Securities in the Past 24 Month**

The Company had on 3 February 2021 announced that 2,693,670,727 Rights Shares and 2,693,670,727 2021 Warrants had been allotted and issued by the Company on 2 February 2021 pursuant to the 2021 Rights cum Warrants Issue.

Pursuant to the 2021 Rights cum Warrants Issue, the Company raised net proceeds of approximately S\$5,673,541.45 which for the avoidance of doubt, excluded the undertaken rights shares subscription amount of approximately S\$9.4 million that was set-off against an equivalent amount of the principal

amount outstanding loan due and owing by the Company to Mission Well under the Mission Well Loan Agreement and Go Best under the Go Best Loan Agreement. Please refer to the announcement dated 22 September 2020 for further details.

The Company raised gross proceeds of approximately \$5.7 million which for the avoidance of doubt, excluded the undertaken rights shares subscription amount of approximately S\$9.4 million that was set-off against an equivalent amount of the principal amount outstanding loan due and owing by the Company to Mission Well under the Mission Well Loan Agreement and Go Best under the Go Best Loan Agreement.

As at the date of this announcement, the Company has utilised the net proceeds raised from the 2021 Rights cum Warrants Issue as set out in the table below:

<b>Use of net proceeds</b>	<b>Allocated (S\$'000)</b>	<b>Re-allocation (S\$'000)<sup>1</sup></b>	<b>Utilised (S\$'000)</b>	<b>Balance (S\$'000)</b>
Funding for the financing business	567	(567)	-	-
Possible new acquisitions	567	-	(300)	267
Expansion of the luxury goods business	2,837	867	(3,704)	-
General corporate and working capital purposes	1,702	(300)	(1,402)	-
<b>Total</b>	<b>5,673</b>	<b>-</b>	<b>(5,406)</b>	<b>267</b>

**Note:**

(1) Please refer to the announcement dated 21 June 2021 titled *"Re-Allocation of Use of Proceeds of The Rights cum Warrants Completed in February 2021"* for further details.

The use of Net Proceeds described in the table above is in accordance with the Company's intended use of net proceeds described in the Company's offer information statement dated 8 January 2021.

### **Adjustments to the 2021 Warrants**

The Company will make the necessary adjustments to the outstanding 2,693,670,727 2021 Warrants in accordance with the 2021 Warrants Deed Poll, if any.

### **Interests of Directors and Substantial Shareholders**

Mr Heilesen, who is a director and substantial shareholder of the Company, is a director and a substantial shareholder of the Subscriber.

Mr Leung Kwok Kuen Jacob, Mr Leung Yu Tung Stanley and Ms Zhou Jia Lin, who are directors of the Company, are directors of the Subscriber.

Save as disclosed above, none of the directors and substantial shareholders of the Company has any interest, direct or indirect, in the Proposed Issuance, other than through their respective shareholdings in the Company, if any.

### **Documents Available for Inspection**

A copy of the Subscription Agreement may be inspected at the Company's registered address at 280 Woodlands Industrial Park E5, #10-50 Harvest @ Woodlands, Singapore 757322 during normal business hours for three months from the date of this announcement.

### **Circular and Extraordinary General Meeting**

The Board will be convening an extraordinary general meeting to seek:

- (a) shareholders' approval from shareholders of the Company for the Proposed Issuance pursuant to Catalist Rule 806, Catalist Rule 811 and Catalist Rule 824;
- (b) shareholders' approval from shareholders of the Company for the transfer of a controlling interest to the Subscriber in connection with the Proposed Issuance pursuant to Catalist Rule 803; and
- (c) shareholders' approval from independent shareholders of the Company for the Proposed Issuance pursuant to Catalist Rule 812.

For the avoidance of doubt, Mr Heilesen, the Subscriber and their associates shall abstain from voting on the resolution approving the Proposed Issuance as mentioned above in accordance with Catalist Rule 812(2).

### **Directors Responsibility Statement**

The directors of the Company collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Issuance, the Company and its subsidiaries, and the directors of the Company 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 of the Company 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.

### **Cautionary Statement**

**Shareholders and potential investors of the Company should note that the Proposed Issuance is subject to conditions precedent and there is no certainty or assurance as at the date of this announcement that the Proposed Issuance will be completed.**

**Shareholders and potential investors of the Company are advised to read this announcement and any further announcements made by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action with respect to their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. Shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.**

By Order of the Board  
**Incredible Holdings Ltd.**

Christian Kwok-Leun Yau Heilesen  
Executive Director

5 January 2022

**Notification under Section 309B of the Securities and Futures Act, Chapter 289 of Singapore:**

The Perpetual Bonds, Perpetual Convertible Bonds, the Conversion Shares (including further Conversion Shares arising from any adjustments made to the Conversion Price as set out in the terms and conditions of the Perpetual Convertible Bonds), the Warrants and the Exercised Shares (including further Exercised Shares arising from any adjustments made to the Warrants as set out in the terms and conditions of the Warrants in the Deed Poll) are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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*This announcement has been reviewed by the Company's Sponsor, Hong Leong Finance Limited. It has not been examined or approved by the Exchange and the Exchange 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 Vera Leong, Vice President, Hong Leong Finance Limited, at 16 Raffles Quay, #01-05 Hong Leong Building, Singapore 048581, telephone (+65) 6415 9881.*