

PACIFIC STAR DEVELOPMENT LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number: 198203779D)

AMENDMENT TO S\$30 MILLION LOAN FACILITY AGREEMENT

1. INTRODUCTION

- 1.1. The Board of Directors (the "**Board**") of Pacific Star Development Limited (the "**Company**" and together with its subsidiaries, the "**Group**") refers to the Company's announcement dated 14 October 2021 (the "**S\$30m Loan Announcement**"), in which the Company had announced that the Company's principal subsidiary, Pearl Discovery Development Sdn. Bhd. (the "**Borrower**") had on 1 October 2021 entered into a loan facility agreement (the "**FA**") with OL Master (Singapore Fund 1) Pte Limited, Orchard Landmark II (Singapore Fund 1) Pte Limited, and OCP Asia Fund III (SF 1) Pte Limited (hereafter collectively referred to as the "**Lenders**" and each a "**Lender**") for a loan facility in respect of an aggregate of up to S\$30,000,000 (the "**Loan**").
- 1.2. The Loan has been fully utilised as at the date of this announcement.
- 1.3. Unless otherwise defined herein, capitalised terms shall have the same definitions as ascribed to them in the S\$30m Loan Announcement.

2. INCREASE IN QUANTUM

- 2.1. On 31 March 2022, the parties to the FA have entered into an amendment agreement (the "**PDD Amendment Agreement**") pursuant to which the Lenders have agreed to increase their commitments under the Loan from S\$30,000,000 to S\$32,178,000 (the "**Upsize Commitments**"). Consequently, the Borrower would be able to borrow up to an additional S\$2,178,000 under the Loan (as amended by the PDD Amendment Agreement).
- 2.2. Pursuant to the PDD Amendment Agreement, the Borrower shall apply all amounts borrowed in respect of the Upsize Commitments towards operating expenses and working capital requirements or other purposes as approved by the Lenders.
- 2.3. Save for the amendments described above to effectuate the Upsize Commitments and the use of loan proceeds in respect thereof, there are no changes to the other salient terms of the Loan.

3. UPDATED FINANCIAL EFFECTS

The updated pro forma financial effects of the Loan and the Upsize Commitments (the "**Upsized Loan**") on the Group set out below are purely for illustrative purposes only and do not reflect the future financial position of the Company or the Group after the drawdown of the Upsized Loan.

The pro forma financial effects have been prepared based on the audited consolidated financial statements of the Group for the financial year ended 30 June 2021 ("**FY2021**"), being the end of the most recently completed financial year.

The pro forma financial effects set out below do not take into account any corporate actions announced and undertaken by the Group subsequent to 30 June 2021. The pro forma financial effects also take into account the actual costs and expenses in connection with Loan and estimated costs and expenses in connection with the Upsize Commitments of approximately S\$667,000.

(a) **Net tangible liabilities (“NTL”) per share**

Had the full drawdown of the Upsized Loan been completed on 30 June 2021, it would have had the following financial effects on the Group's NTL per share as at 30 June 2021:

	Before the Upsized Loan	After the Upsized Loan
NTL attributable to owners of the Company (S\$'000)	79,302	79,302
No. of shares, excluding treasury shares	499,660,878	499,660,878
NTL per share (Singapore cents)	15.87	15.87

(b) **Earnings per share (“EPS”)**

Had the full drawdown of the Upsized Loan been completed on 1 July 2020, it would have had the following financial effects on the Group's EPS for FY2021:

	Before the Upsized Loan	After the Upsized Loan
Loss for the financial year attributable to owners of the Company (S\$'000)	(31,955)	(37,404)
Weighted average number of shares, excluding treasury shares	499,660,878	499,660,878
EPS (Singapore cents)	(6.40)	(7.49)

(c) **Gearing of the Group**

Had the full drawdown of the Upsized Loan been completed on 30 June 2021, it would have had the following financial effects on the Group's gearing as at 30 June 2021:

	Before the Upsized Loan	After the Upsized Loan
Net debt ⁽¹⁾ (S\$'000)	204,540	204,540
Total capital deficiency (S\$'000)	(79,302)	(79,302)
Gearing ratio ⁽²⁾ (times)	(2.6)	(2.6)

Notes:

- (1) Net debt means total liabilities less total provisions, current tax liabilities, deferred tax liabilities and cash and bank balances.
- (2) Gearing ratio is determined based on net debt divided by total equity.

4. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors and/or the controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in the Upsized Loan, save for their interests by virtue of their shareholdings (if any) in the Company and the Group.

5. CAUTIONARY STATEMENT

The Board wishes to advise shareholders and investors to exercise caution when dealing in the shares of the Company and to refrain from taking any action in relation to such shares which may be prejudicial to their interests. Persons who are in doubt as to the action they should take should consult that stockbrokers, bank managers, solicitors, accountants, tax advisers or other professional advisers immediately.

ON BEHALF OF THE BOARD

Ying Wei Hsein
Executive Chairman
4 April 2022

This announcement has been reviewed by the Company's Sponsor, SAC Capital Private Limited (the "Sponsor"). This announcement has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "SGX-ST") and the SGX-ST assumes no responsibility for the contents of this announcement including the correctness of any of the statements or opinions made or reports contained in this announcement.

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