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- (1) **ENTRY INTO A CONVERTIBLE LOAN AGREEMENT**
- (2) **UPDATED INFORMATION ON THE PROPOSED SUBSCRIPTION, THE PROPOSED GRANT OF OPTIONS, THE PROPOSED DEBT RESTRUCTURING AND THE PROPOSED SHARE CONSOLIDATION**
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1. INTRODUCTION

- 1.1. The board of directors (the “**Board**”) of Charisma Energy Services Limited (the “**Company**” and together with its subsidiaries, the “**Group**”, and each a “**Group Company**”) refers to the previous announcements¹ in relation to the conditional subscription agreement entered into between the Company and Yin Khing Investments Limited (the “**Subscriber**”), as supplemented from time to time (the “**CSA**”) and the Term sheet² entered in relation to the Proposed Convertible Loan (the “**Previous Announcements**”). The Board also refers to the announcements in relation to the Proposed Debt Restructuring³ and the monthly update announcements, with the latest announcement dated 30 November 2024. Unless otherwise defined, capitalised terms used in this announcement shall bear the meanings ascribed to them in the Previous Announcements.
- 1.2. Further to the completion of the acquisition of the rights, interests, benefits or obligations of a third party financial institution under (a) the facility agreement dated 19 August 2014 entered into by CES Hydro Power (SL) Limited (a wholly-owned subsidiary of the Company) (“**CESH**”), as varied by a variation agreement dated 27 November 2019; and (b) the facility agreement dated 5 January 2015 entered into by Anchor Marine 2 Inc (a wholly-owned subsidiary of the Company) (“**AM2**”, together with CESH, the “**Original Borrowers**”) (collectively, the “**Original Loan Agreements**”), Cosmic Marvel International Limited, a wholly-owned subsidiary of the Subscriber (the “**Lender**”) had notified the Company on 7 December 2023, that it had assumed the rights, interests, benefits or obligations under such Original Loan Agreements.
- 1.3. Pursuant to the above, the Board is pleased to announce that the Company has on 20 December 2024 entered into a convertible loan agreement (the “**Convertible Loan Agreement**”) as the borrower, with AM2 and CESH as the Original Borrowers, Cosmic Marvel International Limited as the Lender and Yin Khing Investments Limited as the Subscriber, where the following has been agreed:
- (a) the total outstanding principal amounts, accrued interest and default interest under the Original Loan Agreements is expected to amount up to S\$21,115,800⁴ (the “**Original Outstanding Amounts**”) as at the Effective Date (as defined below) of the Convertible Loan Agreement. The Original Outstanding Amounts shall be proportionately reduced to account for the fewer days of accrued interest and default interest in the event that the Convertible Loan Agreement is effective at an earlier date.
- (b) S\$10,860,800 of such Original Outstanding Amounts under the Original Loan Agreements will be capitalised via the allotment and issue of Subscription Shares to the Subscriber as

¹ Announcements dated 18 January 2023, 13 October 2023, 31 March 2024, 4 April 2024, 22 July 2024, 30 August 2024 and 30 October 2024.

² The Term sheet had lapsed on 18 October 2023.

³ Announcements dated 18 February 2023, 12 April 2023, 8 June 2023, 19 June 2023, 22 June 2023, 7 July 2023, 28 July 2024, 14 August 2024, 3 September 2024, 6 September 2024 and 26 September 2024.

⁴ The Original Outstanding Amounts under the Original Loan Agreements are expected to amount up to a total of S\$21,115,800, which represents a theoretical upper limit, calculated based on an interest rate of 15% per annum and a default interest rate of 3% per annum up to 31 December 2025 (the “**31 December 2025 Maximum Amount**”), consistent with the terms of the Original Loan Agreements, as the Original Outstanding Amounts remain unpaid and outstanding up until the Effective Date. This 31 December 2025 Maximum Amount is on the basis that the parties to the Convertible Loan Agreement agree to an extension of the Cut-off Date (as defined below) beyond the current six (6) months from the date of the Convertible Loan Agreement.

provided for under the terms and conditions of the CSA⁵;

- (c) the balance Original Outstanding Amounts of up to S\$10,255,000 will be owed by the Company (in lieu of the Original Borrowers) to the Lender as a convertible loan, on the terms and conditions of the Convertible Loan Agreement (the “**Proposed Convertible Loan**”); and
- (d) upon the Effective Date of the Convertible Loan Agreement and the Company assuming the obligations under the Proposed Convertible Loan, the Original Loan Agreements and the security documentation thereunder (the “**Security Documentation**”) shall be fully terminated and parties to such documentation (including the Original Borrowers) shall be fully released and discharged. No party to the Original Loan Agreements and the Security Documentation shall have (i) any further rights or obligations thereunder; or (ii) any claim against the other party(ies) for costs, expenses, damages, losses, compensation or otherwise in respect thereunder. For the avoidance of doubt, any interest payable under the Original Loan Agreements shall cease to accrue upon such termination on the Effective Date.

Please refer to paragraph 4.1 (*Principal terms of the Convertible Loan Agreement*) for the principal terms of the Convertible Loan Agreement.

- 1.4. In addition, the Company would also like to provide further details on the Proposed Subscription, the Proposed Grant of Options and the Proposed Debt Restructuring. Please refer to paragraph 5 (*Update on the other transactions*) for further information.

2. INFORMATION ON THE LENDER AND THE SUBSCRIBER

- 2.1. As at the date of this announcement, the Lender is an investment holding company with registered office address in OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands. The Lender is a wholly-owned subsidiary of the Subscriber.
- 2.2. The Subscriber is Yin Khing Investments Limited, a company duly incorporated and existing under the laws of the Republic of Seychelles and having its registered office at Vistra Corporate Services Centre, Suite 23, 1st Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles. The Subscriber is jointly owned by Mr. Patrick Tay and Mr. Elson Yin with equal shareholding. The Subscriber is principally engaged in the business of infrastructure development in Singapore, Vietnam, People’s Republic of China and South Asia. The founder and managing director of the Subscriber, Mr. Patrick Tay, has acquired the domain knowledge in engineering, procurement, and construction of energy infrastructure projects. Mr. Elson Yin is a private investor. The Subscriber also has experience operating in frontier countries such as Sri Lanka.
- 2.3. As part of the Company’s Restructuring Exercise, RSM SG Corporate Advisory Pte Ltd (“**RSM**”) was engaged in March 2018 to assist the Company and was instructed by the Company to reach out to potential investor(s) and to facilitate discussions between interested parties and the Company. The Subscriber was one of the parties that RSM reached out to and was accordingly introduced to the Company.
- 2.4. As at the date of this announcement, none of the Subscriber, the Lender and its respective shareholders (a) hold any Shares; and (b) is related to any of the directors of the Company (the “**Directors**”), substantial Shareholders of the Company, or their respective associates. There is also no connection (including business relationship) between the Subscriber, the Lender and its respective shareholders and the Directors or substantial Shareholders of the Company.

3. RATIONALE FOR THE PROPOSED CONVERTIBLE LOAN

In conjunction with the other transactions for the purposes of the resumption of trading of the Shares of the Company (the “**Trading Resumption**”), specifically the Proposed Subscription, Proposed Grant of Options, Proposed Debt Restructuring, the termination of the Original Loan Agreements and the extinguishment of the Original Outstanding Amounts via the extension of the Proposed Convertible Loan (up to S\$10,255,000) by the Lender and the capitalisation

⁵ As stated in paragraph 5.2 of the announcement dated 18 January 2023. For the avoidance of doubt, S\$10,860,800 of the amount payable by the Subscriber under the CSA for the subscription of the new Shares thereunder shall be set-off with S\$10,860,800 of the Original Outstanding Amounts under the Original Loan Agreements.

(S\$10,860,800 of the Original Outstanding Amounts) via the allotment and issue of the Subscription Shares will allow the Group to reduce its existing debt obligations, unencumber its assets which were secured under the Original Loan Agreements through the Security Documentation and the flexibility to manage its repayment under the terms and conditions of the Convertible Loan Agreement. As previously announced, this is a necessary condition for the Company's proposal for Trading Resumption.

Going forward, under the terms and conditions of the Convertible Loan Agreement, the Company has the option to (a) prepay any amount of the Principal Amount (as defined below) of the Proposed Convertible Loan; (b) repay the Principal Amount on the Maturity Date (as defined below); or (c) convert any outstanding Principal Amount on the Maturity Date into Conversion Shares (as defined below), which will enable the Group to manage its cash flows and allocate resources for its existing operations and expansion of business (if any). In the event of any conversion of Principal Amount of the Proposed Convertible Loan, the Company will be able to improve its balance sheet position and reduce borrowings of the Group as a whole.

4. SALIENT TERMS OF THE PROPOSED CONVERTIBLE LOAN

4.1. Salient Terms of the Convertible Loan Agreement

Parties to the Convertible Loan Agreement (a) The Company as the borrower;
(b) AM2 and CESH as the Original Borrowers;
(c) Cosmic Marvel International Limited as the Lender; and
(d) Yin Khing Investments Limited as the Subscriber,

the "**Parties**", and each a "**Party**".

Principal Amount: The principal amount of up to S\$10,255,000, with the final amount of such Principal Amount to be confirmed in writing by the Parties in the confirmation letter to be executed on the Effective Date (the "**Principal Amount**").

As disclosed in paragraph 1.3(a), if the Effective Date is earlier, the Original Outstanding Amounts will be proportionally reduced to reflect fewer days of accrued and default interest. As the Principal Amount of the Proposed Convertible Loan is the remaining Original Outstanding Amount, the Principal Amount of up to S\$10,255,000 is the maximum amount of the Proposed Convertible Loan.

Interest: The rate of interest on the Proposed Convertible Loan (the "**Interest**") is 10.0% per annum. Such Interest shall accrue from the Effective Date up to the date of repayment of all outstanding principal amount of the Proposed Convertible Loan and calculated on the basis of the actual number of days elapsed and a 365-day year.

The Interest shall be payable every six (6) months (the "**Interest Period**")

Default Interest: The Company shall be liable to pay default interest of 5.0% per annum on any outstanding amount that has not been paid when due under this Agreement.

Interest Period: Interest is payable on the last day of each Interest Period. If an Interest Period would otherwise end on a day which is not a business day, that Interest Period shall instead end on the next business day.

Effective Date: The Convertible Loan Agreement and the Proposed Convertible Loan shall come into effect within 14 days from the fulfilment of the Conditions (as defined below) (or such other date as agreed in writing among the Company, the Lender and the Subscriber) (the "**Effective Date**").

Maturity Date: The date falling five (5) years from the Effective Date (or such other date to be agreed in writing among the Company, the Lender and the Subscriber).

Prepayment: The Company shall have the right (but not the obligation) at any time to make prepayment or early repayment (whether in full or in part) of the Proposed Convertible Loan, or any accrued Interest, prior to the Maturity Date, without any repayment or early repayment penalty.

Security: The Proposed Convertible Loan is unsecured.

Conversion Right: Conversion at the option of the Subscriber

The Subscriber (as the nominee of the Lender) shall have the right at any time during the Conversion Period (as defined below), upon written notice to the Company to convert in full or any part of the outstanding Principal Amount of the Proposed Convertible Loan into new Shares to be credited as fully paid-up (the "**Conversion Shares**").

Conversion at the option of the Company

Subject to the following paragraph, except on the occurrence of an Event of Default (as defined below), if there is any outstanding Principal Amount of the Proposed Convertible Loan on the Maturity Date, the full (and not part) amount of the outstanding Principal Amount of the Proposed Convertible Loan shall be automatically converted into Conversion Shares at the applicable Conversion Price (as defined below). The Company shall be irrevocably authorised to apply such outstanding Principal Amount of the Proposed Convertible Loan towards the Conversion Price for the Conversion Shares and shall be entitled to credit the Conversion Shares as fully paid up.

By no later than seven (7) Business Days prior to the Maturity Date, the Company shall inform the Lender and the Subscriber in writing, of its intention to repay and/or convert the outstanding Principal Amount of the Proposed Convertible Loan on the Maturity Date and procure the relevant information required from the Lender and/or the Subscriber for such repayment and/or conversion.

Deemed repayment upon conversion

In the event that a conversion of any amount of the Principal Amount of the Proposed Convertible Loan occurs in accordance with the terms of the Convertible Loan Agreement (the "**Converted Loan Amount**"), the Principal Amount of the Proposed Convertible Loan shall be reduced accordingly by the Converted Loan Amount and the obligation of the Company to repay such Converted Loan Amount will be deemed discharged in full and the right of the Lender to the repayment of the Converted Loan Amount shall be extinguished in full.

For the avoidance of doubt, no further Interest will accrue on any repaid amounts (including any Converted Loan Amount) upon such repayment and/or conversion. Interest that has accrued on such amounts prior to the repayment and/or conversion will remain payable in accordance with the section titled "Interest" above.

Conversion Period: The period commencing on and from the Effective Date and ending on the Maturity Date.

Conversion Price: The conversion price of S\$0.0000842 per Conversion Share (the "**Conversion Price**") represents a discount of approximately 95.8% to the volume weighted average price ("**VWAP**") of S\$0.002 for each Share based on the trades done on 31 January 2019, being the last full market day when the Shares were traded prior to the Shares being suspended from trading on 4 February 2019. The Conversion Price is subject to adjustment as described below.

The Conversion Price was mutually agreed between the Company, the Lender and the Subscriber on a willing-buyer, willing-seller basis, taking into consideration a 10.0% premium over the Subscription Price and alignment with the exercise price of the Options, based on anticipation of future growth of the Group pursuant to the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring, the Proposed Share Consolidation and the resumption of trading of the Shares.

Please refer to paragraph 5 (*Update on the other transactions*) for further details regarding the basis on which the Subscription Price was determined and further information on the issue price of the Shares to be issued pursuant to the Proposed Subscription, the Proposed Grant of Options and the Proposed Debt Restructuring.

Adjustment to Conversion Price

During the Conversion Period, the Conversion Price shall be subject to the following adjustment if and whenever a consolidation or subdivision of the Shares occurs:

$$\text{New Conversion Price} = \frac{Q}{R} \times P$$

where:

- Q : the aggregate number of issued and fully paid-up Shares immediately before share consolidation or subdivision;
- R : the total Shares outstanding post share consolidation or subdivision; and
- P : existing Conversion Price,

such adjustments will be effective from the close of the business day immediately preceding the date on which the share split, consolidation, reclassification or subdivision becomes effective.

As the Proposed Share Consolidation will constitute such an event giving rise to adjustment to the Conversion Price, upon the completion of the Proposed Share Consolidation (being the Effective Date of the Convertible Loan Agreement), the new Conversion Price will be S\$0.084 per Conversion Share.

Conditions:

The Convertible Loan Agreement and the Proposed Convertible Loan shall come into effect on the Effective Date upon the fulfilment of the below conditions (the “**Conditions**”):

- (a) the in-principle approval of the SGX-ST being obtained by the Company in relation to the listing and quotation of the Subscription Shares, the Settlement Shares, the Option Shares and the Conversion Shares;
- (b) the grant by the SIC (and the SIC not having revoked or repealed such grant) of the waiver of the obligation of the Subscriber to make a mandatory general offer under Rule 14 of the Singapore Code on Take-overs and Mergers for the Shares not held by the Subscriber following the allotment and issue of the Subscription Shares under the CSA, the Option Shares pursuant to the exercise of the options under the CSA and the Conversion Shares pursuant to any conversion under the Convertible Loan Agreement, subject to (i) any conditions that the SIC may impose, provided that such conditions are reasonably acceptable to the Subscriber; and (ii) the independent Shareholders approving at an extraordinary general

meeting (the “**EGM**”) the proposed ordinary resolution of the Company which if passed by the independent Shareholders would result in a waiver by the independent Shareholders of their right to receive a mandatory general offer from the Subscriber in connection with the allotment and issue of the Subscription Shares, the Option Shares and the Conversion Shares (the “**Whitewash Resolution**”);

- (c) Shareholders’ approval being obtained at an EGM to be duly convened for, among others, (i) the transactions contemplated under the Proposed Subscription, the Proposed Grant of Options and the Proposed Convertible Loan including the relevant allotment and issue of Subscription Shares, Option Shares (pursuant to the exercise of all of the Options) and Conversion Shares (pursuant to the full conversion under the Convertible Loan Agreement)); (ii) the transfer of controlling interest in the Company to the Subscriber; (iii) the Whitewash Resolution; (iv) the Proposed Debt Restructuring including the allotment and issue of the Settlement Shares; and (v) the Proposed Share Consolidation (the “**Shareholders’ Approvals**”);
- (d) such consents, approval or waiver as may be required (or deemed necessary by the Parties) being obtained from any other person(s), including but not limited to any governmental, regulatory body or competent authority having jurisdiction over the Parties in respect of the transactions contemplated in the Convertible Loan Agreement and such consents, approvals or waivers not having been amended or revoked and if any such consents, approvals or waivers are subject to conditions, such conditions being reasonably acceptable to the Parties;
- (e) the Lender or its duly authorised representative shall have received a copy of (i) the board resolutions of the Company and shareholder resolutions of the Original Borrowers authorising the execution and delivery of the Convertible Loan Agreement; and (ii) any other authorisation or other document, opinion or assurance which the Lender reasonably considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Convertible Loan Agreement or for the legality, validity, enforceability or admissibility in evidence of the Convertible Loan Agreement; and
- (f) on the date of the Convertible Loan Agreement, the warranties are true and correct in all respects (except those warranties that are made as of a specific date shall be true and correct only as of such date), (i) disregarding (A) any breaches or inaccuracies thereof that, individually or in the aggregate, are not material; and (B) any breaches or inaccuracies thereof that, individually or in the aggregate, do not and will not result in a material adverse effect, and (ii) subject to any matter or thing hereafter done or omitted to be done pursuant to the Convertible Loan Agreement or otherwise at the request in writing or with the approval in writing of the Lender.

The Proposed Convertible Loan shall be inter-conditional and the Effective Date shall be concurrent with the date of the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Debt Restructuring and the Proposed Share Consolidation (unless as otherwise agreed in writing among the Company, the Lender and the Subscriber).

If any of the Conditions are not satisfied or waived by the date falling six (6) months from the date of the Convertible Loan Agreement (or such other date as agreed in writing among the Company, the Lender and the

Subscriber) (the “**Cut-off Date**”), the Convertible Loan Agreement shall terminate forthwith and the obligations of the Parties hereunder shall cease and be of no further effect.

Events of default:

If any one or more of the following events (each an “**Event of Default**”) shall occur, that is to say:

- (a) if the Company fails to pay any sum payable by it under the Convertible Loan Agreement on its due date;
- (b) if the Company does not perform or comply with any one or more of its obligations under the Convertible Loan Agreement (other than the obligation referred to in paragraph (a) above and such breach (if capable of being rectified) is not rectified within thirty (30) calendar days of a notice from the Lender to the Company of such default or the Company becoming aware of such default (whichever is earlier);
- (c) if any representation, warranty or statement made or deemed to be made by the Company in the Convertible Loan Agreement or any other document delivered by or on behalf of the Company under or in connection with the Convertible Loan Agreement is or proves to have been intentionally misleading or fraudulent when made, having regard to the provisions of the Convertible Loan Agreement;
- (d) if in respect of the Company, it shall stop or suspend payment of all or any part of its debts or shall be unable or deemed by law to be unable or shall admit its inability to pay all or any part of its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors in respect of all or any part of its debts or begin negotiations or take any proceeding or other step with a view to reconstruction, readjustment, rescheduling or deferral of all or any part of its debts or a moratorium is agreed or declared in respect of or affecting all or any part of its debts;
- (e) if any investigation, litigation, arbitration, administrative or other proceeding or claim which is likely to, if adversely determined, have a material adverse effect on the ability of the Company to perform any of its obligations under the Convertible Loan Agreement, is commenced or threatened against the Company or any of its assets;
- (f) if any action, condition or thing (including the obtaining of any necessary consent) required to be taken, fulfilled or done for any purpose stated in clause 7.1(e)⁶ of the Convertible Loan Agreement is not taken, fulfilled or done, or any such consent ceases to be in full force and effect without modification or any condition in or relating to any such consent is not complied with;
- (g) save for the Proposed Debt Restructuring to be completed by the Effective Date, if the Company is adjudicated insolvent or enters into a scheme of arrangement or composition with or assignment for the benefit of all or any class of creditors or a petition is presented for the winding up, insolvency, dissolution, appointment

⁶ Clause 7.1(e) relates to a representation and warranty provided in relation to “*all authorisations from, and notices of filings with, any governmental or other authority that are necessary to enable it to execute, deliver and perform its obligations under the Convertible Loan Agreement, to ensure that those obligations are valid, legally binding and enforceable and to make the Convertible Loan Agreement admissible in evidence in Singapore have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorisation have been complied with*”.

of a receiver or a judicial manager, liquidator or provisional liquidator, receiver or receiver and manager, trustee or similar officer over the whole or any part of the Company's assets, or any analogous event occurs or proceeding is taken in any jurisdiction;

- (h) if it is or becomes unlawful for the Company to perform any of its obligations under the Convertible Loan Agreement; or
- (i) if the Convertible Loan Agreement ceases for any reason (or is claimed by the Company not) to be the legal and valid obligations of the Company, binding upon it in accordance with its terms,

then and in any of such events, the Lender may by notice in writing to the Company declare that an Event of Default has occurred.

Other material terms:

The Lender covenants and undertakes to the Company and the Original Borrowers to enter, and to procure the entry, into any further documentation (including deed(s) of release), formalities and filings required for the full release and discharge of the Original Loan Agreements and all Security Documentation as soon as practicable and by no later than the date falling within six (6) months of the Effective Date (or such other date as otherwise agreed in writing among the Company, the Original Borrowers, the Lender and the Subscriber).

The Subscriber undertakes to the Company that it shall not convert any part of the outstanding Principal Amount of the Proposed Convertible Loan into Conversion Shares in the event that such conversion (resulting in the allotment and issue of the Conversion Shares) will cause the Company to not have at least 10.0% of the total number of Shares (excluding preference shares, convertible equity securities and treasury shares) to be held by the public.

Governing law and jurisdiction:

Singapore law and arbitration administered by the Singapore International Arbitration Centre.

4.2. Issue size

The number of Conversion Shares to be allotted and issued pursuant to the full conversion of the Principal Amount (being the balance Original Outstanding Amounts of up to S\$10,255,000) of the Proposed Convertible Loan is up to 121,751,745 Shares, assuming the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring and the Proposed Share Consolidation.

The Conversion Shares represent approximately:

- (a) 891.3% of the existing share capital comprising 13,659,328,535 Shares (the "**Existing Share Capital**");
- (b) 44.6% of the enlarged share capital comprising 273,186,570,701 Shares pursuant to the completion of the Proposed Subscription (resulting in the allotment and issue of the Subscription Shares), the Proposed Grant of Options (resulting in the grant of the Options), the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares) and the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect) but prior to the completion of the Proposed Share Consolidation and assuming that none of the Options are exercised and there is no conversion of any Principal Amount of the Proposed Convertible Loan (the "**Enlarged Share Capital**");
- (c) 44.6% of the enlarged share capital comprising 273,188,988 Shares pursuant to the completion of the Proposed Subscription (resulting in the allotment and issue of the Subscription Shares), the Proposed Grant of Options (resulting in the grant of the Options), the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares), the Proposed Convertible Loan (resulting in the Convertible Loan Agreement

coming into effect) and the Proposed Share Consolidation and assuming that none of the Options are exercised and there is no conversion of any Principal Amount of the Proposed Convertible Loan (the “**Consolidated Enlarged Share Capital**”);

- (d) 26.1% of the enlarged share capital comprising 466,605,081 Shares, pursuant to the completion of the Proposed Subscription (resulting in the allotment and issue of the Subscription Shares), the Proposed Grant of Options (resulting in the grant of the Options), the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares), the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect) and the Proposed Share Consolidation and assuming the exercise of all Options by the Subscriber but there is no conversion of any Principal Amount of the Proposed Convertible Loan (the “**Options Enlarged Share Capital**”); and
- (e) 20.7% of the enlarged share capital comprising 588,356,826 Shares, pursuant to the completion of the Proposed Subscription (resulting in the allotment and issue of the Subscription Shares), the Proposed Grant of Options (resulting in the grant of the Options), the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares), the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect) and the Proposed Share Consolidation and assuming the exercise of all Options by the Subscriber and the full conversion of the Principal Amount of the Proposed Convertible Loan (the “**Convertible Loan Enlarged Share Capital**”).

The Conversion Shares to be allotted and issued to the Subscriber pursuant to the conversion of the Proposed Convertible Loan, when allotted and issued to the Subscriber, shall be duly authorised, validly issued and credited as fully-paid Shares free from any and all encumbrances, listed and tradable on the SGX-ST and rank *pari passu* with all other existing Shares, save that they will not rank for any dividends, rights, allotments, distributions or entitlements, the record date for which falls before the date of issue of such Conversion Shares.

In the event that the Company does not have at least 10.0% of the total number of Shares (excluding preference shares, convertible equity securities and treasury shares) that are held by the public, following the allotment and issue of any Conversion Shares, it will undertake a compliance placement to be in compliance with Catalist Rule 723.

Please also refer to paragraph 5 (*Update on the other transactions*) for further information on the issue size of the Proposed Subscription, the Proposed Grant of Options and the Proposed Debt Restructuring.

4.3. **Use of proceeds**

No proceeds will be disbursed under the Proposed Convertible Loan as the Principal Amount is a part of the Original Outstanding Amounts under the Original Loan Agreements.

4.4. **Exemption from prospectus requirement**

There is no placement agent appointed for the Proposed Convertible Loan. The Conversion Shares will be by way of a private placement pursuant to an exempted offer under Section 272B of the SFA. Hence, no prospectus or offer information statement will be issued in connection with the allotment and issue of the Conversion Shares.

4.5. **Catalist Rule 812(1)**

As at the date of the EGM to be held, the Subscriber is not a person who falls within the categories set out in Catalist Rule 812(1). Accordingly, the Conversion Shares will not be placed by the Company to any person who is a Director or Substantial Shareholder, or any other person in the categories set out in Catalist Rule 812(1).

4.6. **Authority to allot and issue the Conversion Shares**

Under Section 161 of the Companies Act, a company must obtain the prior approval of shareholders in a general meeting for the allotment and issue of shares. In addition, pursuant to Catalist Rules 805(1) and 824, an issuer must obtain the prior approval of shareholders in a general meeting for the issue of shares or convertible securities or the grant of options carrying rights to

subscribe for shares of the issuer or convertible securities, unless such shares or convertible securities are issued under a general mandate obtained from shareholders in a general meeting.

Separately, Catalist Rule 811(2)(a) provides that in an issue of convertible securities (including options), if the conversion price is fixed, the price must not be more than a 10.0% discount to the prevailing market price of the underlying shares prior to the signing of the placement or CSA. Catalist Rule 811(3) provides, among others, that Catalist Rule 811(2) is not applicable if specific shareholder approval is obtained for the issue of convertible securities.

Accordingly, the Company will be seeking specific Shareholders' approval at an EGM for the Proposed Convertible Loan and the allotment and issue of the Conversion Shares pursuant to the conversion of the Principal Amount of the Proposed Convertible Loan for the purposes of Catalist Rules 805(1), 811(3) and 824.

In addition, the Company will also seek the specific approval of Shareholders for the proposed transfer of controlling interest to the Subscriber in accordance with Catalist Rule 803 pursuant to the Proposed Subscription, the Proposed Grant of Options and the Proposed Convertible Loan, as disclosed in the Previous Announcements.

5. UPDATE ON THE OTHER TRANSACTIONS

5.1. Issue size of the Subscription Shares, the Option Shares and the Settlement Shares

(a) Subscription Shares

The number of Subscription Shares to be allotted and issued pursuant to the Proposed Subscription is 177,298,084,385, representing approximately 1,298.0% of the Existing Share Capital 64.9% of the Enlarged Share Capital. Pursuant to the Proposed Share Consolidation, the total number of Subscription Shares is 177,298,085, representing approximately 64.9% of the Consolidated Enlarged Share Capital, 38.0% of the Options Enlarged Share Capital and 30.1% of the Convertible Loan Enlarged Share Capital.

(b) Option Shares

The number of Option Shares to be allotted and issued pursuant to the full exercise of all Options and prior to the completion of the Proposed Share Consolidation is 193,416,092,056, representing approximately 1,416.0% of the Existing Share Capital, 70.8% of the Enlarged Share Capital.

Pursuant to condition 4.2.3 of the terms and conditions of the Options as set out in the CSA, the Proposed Share Consolidation will constitute an event giving rise to adjustments to the number of Options and the exercise price payable for each Option Share on the exercise of the Options. Following the completion of the Proposed Share Consolidation, the number of Options and exercise price payable for each Option Share will be adjusted to 193,416,093 Options and S\$0.084, respectively. The total number of Option Shares pursuant to the Proposed Share Consolidation is 193,416,093, representing approximately 70.8% of the Consolidated Enlarged Share Capital, 41.5% of the Options Enlarged Share Capital and 32.9% of the Convertible Loan Enlarged Share Capital.

In the event that the Company does not have at least 10.0% of the total number of Shares (excluding preference shares, convertible equity securities and treasury shares) that are held by the public, following the allotment and issue of any Option Shares, it will undertake a compliance placement to be in compliance with Catalist Rule 723.

(c) Settlement Shares

The number of Settlement Shares to be allotted and issued is up to 82,229,157,781 (comprising 10,654,276,257 Settlement Shares to be allotted and issued for the Bilateral Settlement and 71,574,881,524 Settlement Shares to be allotted and issued for the Scheme of Arrangement). The Settlement Shares represent approximately 602.0% of the Existing Share Capital, 30.1% of the Enlarged Share Capital, 30.1% of the Consolidated Share Capital, 17.6% of the Options Enlarged Share Capital and 14.0% of the Convertible Loan Enlarged Share Capital.

5.2. Issue price of the Subscription Shares, exercise price of the Option Shares and issue price of the Settlement Shares

(a) Issue price of Subscription Shares

The issue price of S\$0.0000766 (the “**Subscription Price**”) per Subscription Share represents a discount of approximately 96.2% to the VWAP of S\$0.002 for each Share based on the trades done on 31 January 2019, being the last full market day when the Shares were traded prior to the Shares being suspended from trading on 4 February 2019. The issue price was mutually agreed between the Company and the Subscriber on a willing-buyer, willing-seller basis, after taking into account the following factors:

- (i) the prolonged trading suspension since 4 February 2019;
- (ii) pursuant to the Proposed Debt Restructuring, the proposed allotment and issue of the Settlement Shares to (1) the holders of the redeemable exchangeable preference shares in accordance with the terms of the Bilateral Settlement; and (2) the unsecured creditors in accordance with the terms of the Scheme of Arrangement, as modified by the supplementary scheme of arrangement dated 26 July 2024⁷; and
- (iii) the Group’s limited equity and/or fund-raising options.

(b) Option Shares

The exercise price of S\$0.0000842 per Option Share represents a discount of approximately 95.8% to the VWAP of S\$0.002 prior to the completion of the Proposed Share Consolidation for each Share based on the trades done on 31 January 2019, being the last full market day when the Shares were traded prior to the Shares being suspended from trading on 4 February 2019.

The exercise price was mutually agreed between the Company and the Subscriber on a willing-buyer, willing-seller basis, taking into consideration a 10.0% premium over the Subscription Price and alignment with the Conversion Price, based on anticipation of future growth of the Group pursuant to the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring, the Proposed Share Consolidation and the resumption of trading of the Shares.

Pursuant to condition 4.2.3 of the terms and conditions of the Options as set out in the CSA, the Proposed Share Consolidation will constitute an event giving rise to adjustments to the number of Options and the exercise price payable for each Option Share on the exercise of the Options. Following the completion of the Proposed Share Consolidation, the exercise price payable for each Option Share will be adjusted to S\$0.084.

(c) Issue price of Settlement Shares

The issue price of S\$0.0000766 per Settlement Share represents a discount of approximately 96.2% to the VWAP of S\$0.002 for each Share based on the trades done on 31 January 2019, being the last full market day when the Shares were traded prior to the Shares being suspended from trading on 4 February 2019. The significant discount of the issue price of the Settlement Shares to the VWAP of S\$0.002 was given as an incentive for the creditors with approved scheme claims under the Scheme of Arrangement to convert their debts into equity, and is in line with the Subscription Price.

5.3. Proposed Share Consolidation

Shareholders should note that the enlarged share capitals pursuant to the completion of the Proposed Share Consolidation disclosed in this announcement have been prepared on the basis of a consolidation of every 1,000 Shares of the Company into one (1) consolidated Share, with any fractional entitlements to be rounded up to the nearest whole consolidated Share. The number of

⁷ Please refer to the announcement dated 28 July 2024 for further details on the supplementary scheme of arrangement dated 26 July 2024.

consolidated Shares which a Shareholder will be entitled to pursuant to the Proposed Share Consolidation, as based on its holdings of existing Shares as at the record date for the Proposed Share Consolidation, will be rounded up to the nearest whole Share. Accordingly, the shareholding information and the adjusted number and/or price of the Option Shares and the Conversion Shares pursuant to the completion of the Proposed Share Consolidation may vary and will be updated based upon the shareholders' entitlements on the record date for the Proposed Share Consolidation.

Further details on the Proposed Share Consolidation will be provided in a circular to be issued by the Company.

6. CONSOLIDATED FINANCIAL EFFECTS

6.1. Bases and assumptions

The unaudited pro forma consolidated financial information of the Group has been prepared by the management of the Company for illustrative purposes only and are based on certain assumptions, after making certain adjustments on the latest audited financial information of the Group for the financial year ended 31 December 2023, as if the certain significant events had taken place on or before 31 December 2023:

- (a) **“Significant Events A”** sets out the significant events that will occur upon:
- (i) completion of the Yichang Divestment;
 - (ii) the approval of the Trading Resumption by the SGX-ST being obtained;
 - (iii) the Shareholders' Approvals being obtained; and
 - (iv) the completion of the (1) Proposed Subscription (resulting in the allotment and issue of the Subscription Shares); (2) Proposed Grant of Options (resulting in the grant of the Options); (3) the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares); (4) the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect); and (5) the Proposed Share Consolidation; and
- (b) **“Significant Events B”** sets out the significant events (after Significant Events A) that will occur upon:
- (i) the exercise of all the Options by the Subscriber (such number of Option Shares to be allotted and issued as adjusted for the Proposed Share Consolidation in accordance with the terms and conditions of the Options under the CSA); and
 - (ii) the full conversion of the Principal Amount of the Proposed Convertible Loan (such number of Conversion Shares to be allotted and issued as adjusted for the Proposed Share Consolidation in accordance with the terms and conditions of the Proposed Convertible Loan).

6.2. Share capital

	Audited	Pro forma	
	FY2023	After Significant Events A	After Significant Events B
Number of Shares	13,659,328,535	273,188,988	588,356,826

6.3. (Loss)/Earnings (“(LPS)”/“EPS”) per Share

Assuming that the Significant Events A and Significant Events B had been completed on 1 January 2023, the effect on the Group’s losses per Share for FY2023 will be as follows:

	Audited	Pro forma	
	FY2023	After Significant Events A	After Significant Events B
(LPS) / EPS (US\$ cents)	(0.06)	9.54 ⁸	3.80 ⁸

6.4. Net tangible (liabilities)/assets (“(NTL)”/“NTA”) per Share

Assuming that the Significant Events A and Significant Events B had been completed on 31 December 2023, the effect on the Group’s NTA / NTL for FY2023 will be as follows:

	Audited	Pro forma	
	FY2023	After Significant Events A	After Significant Events B
(NTL) / NTA (US cents)	(0.36)	2.53 ⁹	3.48 ⁹

⁸ This is derived based on the actual balance outstanding amounts amounting to approximately US\$7,464,000 as at 1 January 2023 and interest expenses amounting to approximately US\$746,000 per annum for financial year ended 31 December 2022 before taking into consideration the partial loan repayment of US\$5 million to secured lender in December 2023. Based on the theoretical upper limit of the balance Original Outstanding Amounts of up to S\$10,255,000 (equivalent to approximately US\$7,554,000) and the interest expenses amounting to approximately US\$755,000 per annum, the effect on Group’s EPS after Significant Events A and after Significant Events B would be 9.51 US cents and 3.77 US cents respectively.

⁹ This is derived based on the actual balance outstanding amounts amounting to approximately US\$3,069,000 as at 31 December 2023 and interest expenses amounting to approximately US\$307,000 per annum for financial year ended 31 December 2023 after taking into consideration the partial loan repayment of US\$5 million to secured lender in December 2023. Based on the theoretical upper limit of the balance Original Outstanding Amounts of up to S\$10,255,000 (equivalent to approximately US\$7,554,000) and the interest expenses amounting to approximately US\$755,000 per annum, (a) the effect on the Group’s NTA after Significant Events A and after Significant Events B would be 0.89 US cents and 3.10 US cents respectively; (b) the Group’s net assets after Significant Events A and after Significant Events B would be US\$2,433,000 and US\$18,210,000 respectively; (c) the Group’s total borrowings after Significant Events A and after Significant Events B would be US\$7,795,000 and US\$241,000 respectively; and (d) the effect on the Group’s gearing ratio would be 3.2 times and 0.01 times respectively.

6.5. Gearing ratio

Assuming that the Significant Events A and Significant Events B had been completed on 31 December 2023, the effect on the Group's gearing ratio as at 31 December 2023 will be as follows:

	Audited	Pro forma	
	FY2023	After Significant Events A	After Significant Events B
(Net liabilities) / Net assets (US\$'000)	(49,777)	6,918 ⁹	20,453 ⁹
Total borrowings (US\$'000)	45,954 ¹⁰	3,310 ⁹	241 ⁹
Gearing ratio (times)	(0.92)	0.48 ⁹	0.01 ⁹

7. CHANGES IN SHAREHOLDING INTERESTS

The shareholding interests of the Directors and the substantial Shareholders of the Company, before and after the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring and the Proposed Share Consolidation (and the relevant allotment and issue of Subscription Shares, Option Shares, Conversion Shares and Settlement Shares thereunder) as a percentage of the current share capital of the Company as at the date of this announcement and the enlarged share capitals are as set out in the Appendix to this announcement.

8. INTERESTS OF THE DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors and to the best of the knowledge of the Directors, none of the controlling Shareholders of the Company have any interest, direct or indirect, in the Proposed Convertible Loan, other than through their respective directorships and shareholdings in the Company, if any.

9. DIRECTORS' CONFIRMATION

The Directors are of the opinion that after taking into consideration the completion of the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring and the Proposed Share Consolidation as part of the proposal of the Company to resume trading of its Shares, the working capital available to the Group will be sufficient to meet its present requirements.

⁹ This is derived based on the actual balance outstanding amounts amounting to approximately US\$3,069,000 as at 31 December 2023 and interest expenses amounting to approximately US\$307,000 per annum for financial year ended 31 December 2023 after taking into consideration the partial loan repayment of US\$5 million to secured lender in December 2023. Based on the theoretical upper limit of the balance Original Outstanding Amounts of up to S\$10,255,000 (equivalent to approximately US\$7,554,000) and the interest expenses amounting to approximately US\$755,000 per annum, (a) the effect on the Group's NTA after Significant Events A and after Significant Events B would be 0.89 US cents and 3.10 US cents respectively; (b) the Group's net assets after Significant Events A and after Significant Events B would be US\$2,433,000 and US\$18,210,000 respectively; (c) the Group's total borrowings after Significant Events A and after Significant Events B would be US\$7,795,000 and US\$241,000 respectively; and (d) the effect on the Group's gearing ratio would be 3.2 times and 0.01 times respectively.

¹⁰ The total borrowings of the Group include total financial liabilities amounting to approximately US\$16,528,000, loan from a shareholder amounting to approximately US\$27,841,000 and amount due to a related party amounting to approximately US\$1,585,000 as at 31 December 2023.

10. CIRCULAR AND ADDITIONAL LISTING APPLICATION

The Company will issue a circular containing the necessary information to seek the Shareholders' Approvals required for, among others, the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring, Whitewash Resolution, transfer of controlling interest and the Proposed Share Consolidation, in due course.

The Company will also be submitting an application through its continuing sponsor to the SGX-ST for the listing and quotation of the Subscription Shares, Option Shares and Conversion Shares on the Catalist Board of the SGX-ST. The Company will make the relevant announcement to notify the Shareholders when such approval-in-principle for the listing and quotation from the SGX-ST is obtained.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Convertible Loan Agreement are available for inspection during normal business hours from 9.00 a.m. to 5.00 p.m. at the registered office of the Company at 8 Wilkie Road #03-01 Wilkie Edge Singapore 228095 for a period of three (3) months commencing from the date of this announcement.

12. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors 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 Convertible Loan, 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.

13. CAUTIONARY STATEMENT

Shareholders should note that the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring and the Proposed Share Consolidation remain subject to, among others, the fulfilment of the relevant conditions for such transactions. **There is no certainty or assurance that such conditions can be fulfilled or that the Proposed Subscription, the Proposed Grant of Options, the Proposed Convertible Loan, the Proposed Debt Restructuring and the Proposed Share Consolidation will be undertaken at all.** Although the Shares are under suspension, Shareholders, securityholders and investors are advised to read this announcement and any past and future announcements by the Company carefully when dealing with the shares and securities of the Company. Shareholders, securityholders, and investors should consult their stockbrokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take or when dealing with their shares or securities of the Company.

By Order of the Board

Cho Form Po
Company Secretary
20 December 2024

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "Sponsor"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "Exchange") and the Exchange assumes no responsibility for the contents of this document, including the correctness of any of the statements or opinions made or reports contained in this document.

The contact person for the Sponsor is Mr Shervyn Essex, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.

APPENDIX
Changes in Shareholding Interests

	Prior to the (1) Proposed Subscription; (2) Proposed Grant of Options (3) the Proposed Debt Restructuring; (4) the Proposed Convertible Loan; and (5) the Proposed Share Consolidation ⁽¹⁾				Upon completion of the (1) Proposed Subscription (resulting in the allotment and issue of the Subscription Shares); (2) Proposed Grant of Options (resulting in the grant of the Options); (3) the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares); (4) the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect) ⁽²⁾			
	Direct Interest		Deemed Interest		Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%	Number of Shares	%	Number of Shares	%
DIRECTORS								
Chew Thiam Keng ⁽⁶⁾⁽⁷⁾	-	-	-	-	75,484,934	0.0%	-	-
Owyong Thian Soo	-	-	-	-	-	-	-	-
Tan Tiong Huat Alex	-	-	-	-	-	-	-	-
SUBSTANTIAL SHAREHOLDERS (OTHER THAN DIRECTORS)								
Ezion Holdings Limited (In Liquidation) ⁽⁸⁾⁽⁹⁾	5,461,932,000	40.0%	-	-	43,754,814,256	16.0%	-	-
Patrick Tan Choon Hock ⁽¹⁰⁾⁽¹¹⁾	1,003,083,100	7.3%	493,186,000	3.6%	14,975,816,008	5.5%	493,186,000	0.2%
SUBSCRIBER								
Subscriber	-	-	-	-	177,298,084,385	64.9%	-	-
OTHERS								
Other Class A Participating Creditors	-	-	-	-	14,134,298,773	5.2%	-	-
Other PERPS Holders	-	-	-	-	5,099,482,653	1.9%	-	-
REPS Holders	-	-	-	-	10,654,276,257	3.9%	-	-
Other existing Shareholders	7,194,313,435	52.7%	-	-	7,194,313,435	2.6%	-	-
TOTAL	13,659,328,535	100.0%			273,186,570,701	100.0%		
	Number of Shares	%			Number of Shares	%		
Non-public	6,465,015,100	47.3%			236,104,199,583	86.4%		
Public	7,194,313,435	52.7%			37,082,371,118	13.6%		
TOTAL	13,659,328,535	100.0%			273,186,570,701	100.0%		

APPENDIX
Changes in Shareholding Interests

	Upon completion of the (1) Proposed Subscription (resulting in the allotment and issue of the Subscription Shares); (2) Proposed Grant of Options (resulting in the grant of the Options); (3) the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares); (4) the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect); and (5) the Proposed Share Consolidation ⁽³⁾				Upon completion of the (1) Proposed Subscription (resulting in the allotment and issue of the Subscription Shares); (2) Proposed Grant of Options (resulting in the grant of the Options); (3) the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares); (4) the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect); (5) the Proposed Share Consolidation; and (6) full exercise of the Options by the Subscriber ⁽⁴⁾			
	Direct Interest		Deemed Interest		Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%	Number of Shares	%	Number of Shares	%
DIRECTORS								
Chew Thiam Keng ⁽⁶⁾⁽⁷⁾	75,485	0.0%	-	-	75,485	0.0%	-	-
Owyong Thian Soo	-	-	-	-	-	-	-	-
Tan Tiong Huat Alex	-	-	-	-	-	-	-	-
SUBSTANTIAL SHAREHOLDERS (OTHER THAN DIRECTORS)								
Ezion Holdings Limited (In Liquidation) ⁽⁶⁾⁽⁹⁾	43,754,815	16.0%	-	-	43,754,815	9.4%	-	-
Patrick Tan Choon Hock ⁽¹⁰⁾⁽¹¹⁾	14,975,817	5.5%	493,186	0.2%	14,975,817	3.2%	493,186	0.1%
SUBSCRIBER								
Subscriber	177,298,085	64.9%	-	-	370,714,178	79.4%	-	-
OTHERS								
Other Class A Participating Creditors	14,134,306	5.2%	-	-	14,134,306	3.1%	-	-
Other PERPS Holders	5,099,485	1.9%	-	-	5,099,485	1.1%	-	-
REPS Holders	10,654,278	3.9%	-	-	10,654,278	2.3%	-	-
Other existing Shareholders	7,196,717	2.6%	-	-	7,196,717	1.5%	-	-
TOTAL	273,188,988	100.0%			466,605,081	100.0%		
	Number of Shares	%			Number of Shares	%		
Non-public	236,104,202	86.4%			414,544,478	88.8%		
Public	37,084,786	13.6%			52,060,603	11.2%		
TOTAL	273,188,988	100.0%			466,605,081	100.0%		

APPENDIX
Changes in Shareholding Interests

	Upon completion of the (1) Proposed Subscription (resulting in the allotment and issue of the Subscription Shares); (2) Proposed Grant of Options (resulting in the grant of the Options); (3) the Proposed Debt Restructuring (resulting in the allotment and issue of the Settlement Shares); (4) the Proposed Convertible Loan (resulting in the Convertible Loan Agreement coming into effect); (5) the Proposed Share Consolidation; (6) full exercise of the Options by the Subscriber; and (7) full conversion of the Proposed Convertible Loan ⁽⁵⁾			
	Direct Interest		Deemed Interest	
	Number of Shares	%	Number of Shares	%
DIRECTORS				
Chew Thiam Keng ⁽⁶⁾⁽⁷⁾	75,485	0.0%	-	-
Owyong Thian Soo	-	-	-	-
Tan Tiong Huat Alex	-	-	-	-
SUBSTANTIAL SHAREHOLDERS (OTHER THAN DIRECTORS)				
Ezion Holdings Limited (In Liquidation) ⁽⁶⁾⁽⁹⁾	43,754,815	7.4%	-	-
Patrick Tan Choon Hock ⁽¹⁰⁾⁽¹¹⁾	14,975,817	2.5%	493,186	0.1%
SUBSCRIBER				
Subscriber	492,465,923	83.7%	-	-
OTHERS				
Other Class A Participating Creditors	14,134,306	2.4%	-	-
Other PERPS Holders	5,099,485	0.9%	-	-
REPS Holders	10,654,278	1.8%	-	-
Other existing Shareholders	7,196,717	1.2%	-	-
TOTAL	588,356,826	100.0%		
	Number of Shares	%		
Non-public	536,296,223	91.2%		
Public	52,060,603	8.8% ⁽¹²⁾		
TOTAL	588,356,826	100.0%		

Notes:

- (1) Based on 13,659,328,535 Shares in the issued and paid-up share capital of the Company as at the date of this announcement.
- (2) Based on 273,186,570,701 Shares in the issued and paid-up share capital of the Company, taking into consideration the allotment and issue of the (a) Subscription Shares; and (b) Settlement Shares.

- (3) Based on 273,188,988 Shares in the issued and paid-up share capital of the Company, taking into consideration the allotment and issue of the (a) Subscription Shares; and (b) Settlement Shares; and (c) the Proposed Share Consolidation of every 1,000 existing Shares into one (1) Share, with any fractional Shares to be rounded up to the nearest whole consolidated Share.
- (4) Based on 466,605,081 Shares in the issued and paid-up share capital of the Company, taking into consideration the allotment and issue of the (a) Subscription Shares and (b) Settlement Shares; (c) Proposed Share Consolidation of every 1,000 existing Shares into one (1) Share, with any fractional Shares to be rounded up to the nearest whole consolidated Share; and (d) Option Shares based on the full exercise of all Options by the Subscriber.
- (5) Based on 588,356,826 Shares in the issued and paid-up share capital of the Company, taking into consideration the allotment and issue of the (a) Subscription Shares; and (b) Settlement Shares; (c) Proposed Share Consolidation of every 1,000 existing Shares into one (1) Share, with any fractional Shares to be rounded up to the nearest whole consolidated Share (d) Option Shares based on the full exercise of all Options by the Subscriber; and (e) full conversion of the Proposed Convertible Loan.
- (6) Mr. Chew Thiam Keng is the non-executive chairman of the Company. Accordingly, he is an interested person to the Company.
- (7) Subject to specific approval to be obtained at the EGM from Shareholders independent from Mr. Chew Thiam Keng, Mr. Chew Thiam Keng will be granted 75,484,934 Settlement Shares pursuant to the Scheme of Arrangement.
- (8) Ezion Holdings Limited (In Liquidation) (“**Ezion**”) is currently in liquidation. As part of the liquidation process, the liquidators will take steps to realise Ezion’s assets, including its shareholding in the Company, for the benefit of its creditors. Accordingly, it is assumed that the shares held by Ezion, including the Settlement Shares, would be sold to other third-party shareholders. Thereafter, Ezion shall cease to be a substantial shareholder of the Company. On this basis, the public shareholding of the Company in the above table has been computed to include Ezion’s shareholding.
- (9) Subject to specific approval to be obtained at the EGM from Shareholders independent from Ezion, Ezion will be granted 38,292,882,256 Settlement Shares pursuant to the Scheme of Arrangement.
- (10) Mr. Patrick Tan Choon Hock is able to exercise control over the voting rights of (a) 339,000,000 Shares owned by his spouse, Mdm Serene Lee Siew Kin; and (b) 154,186,000 Shares held on his behalf through nominees.
- (11) Subject to specific approval to be obtained at the EGM from Shareholders independent from Mr. Patrick Tan Choon Hock, Mr. Patrick Tan Choon Hock will be granted 13,972,732,908 Settlement Shares pursuant to the Scheme of Arrangement.
- (12) In addition to the undertaking of the Subscriber as described under the section titled “Other material terms” of paragraph 4.1, in the event that the Company does not have at least 10.0% of the total number of Shares (excluding preference shares, convertible equity securities and treasury shares) that are held by the public, following the allotment and issue of any Conversion Shares, the Company will undertake a compliance placement to be in compliance with Catalist Rule 723.