



铭泰国际

**METECH INTERNATIONAL LIMITED**

(Company Registration No. 199206445M)

(Incorporated in the Republic of Singapore)

---

**ENTRY INTO A NON-BINDING TERM SHEET IN RELATION TO THE ACQUISITION OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL IN FINEBUILD HOLDINGS PTE. LTD.**

---

**1. INTRODUCTION**

The Board of Directors (the “**Board**”) of Metech International Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that its joint venture company, Asian Eco Technology Pte. Ltd. (“**AET**”), has on 9 June 2022 entered into non-binding term sheet (the “**Term Sheet**”) with the shareholders of Finebuild Holdings Pte. Ltd. (Singapore UEN No.: 201822518N) (“**Finebuild**”), namely Ang Poh Guan (“**APG**”) and Ang Poh Hwee (“**APH**”), to acquire the entire issued and paid up capital of Finebuild (the “**Proposed Acquisition**”).

APG and APH are collectively referred to as the “**Vendors**” and each individually, as a “**Vendor**”. AET and the Vendors are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

**2. INFORMATION ON FINEBUILD**

Finebuild is an exempt private company incorporated in the Republic of Singapore on 3 July 2018 of which its principal activity is as an investment holding company.

As at the date of this announcement:

- (a) Finebuild has an issued and paid-up capital of S\$7,617,374 comprising 7,617,374 ordinary shares;
- (b) APG is a substantial shareholder of the Company;
- (c) Finebuild owns the entire issued and paid-up share capital of 54 Pandan Road Pte. Ltd. (Singapore UEN No. 201822520Z), a company incorporated in the Republic of Singapore on 3 July 2018 (the “**Subsidiary**”);
- (d) the Subsidiary owns the private lot A3008025 at 54 Pandan Road Singapore 609292 (the “**Asset**”);
- (e) the directors of Finebuild are APG and APH; and
- (f) Finebuild is owned by the Vendors equally.

**3. RATIONALE FOR THE PROPOSED ACQUISITION**

As further elaborated in the Company’s Circular to its shareholders (“**Shareholders**”) dated 24 December 2021 and the announcement dated 2 June 2022, the Company intends to diversify and is working to grow the Group’s business of manufacturing, sale, distribution, marketing, business development and research and development (“**R&D**”) in applications and technology in the production of lab-grown diamond (the “**Group’s Diversified Business**”) as part of the Group’s

strategy to expand its environmental and sustainability business and create new growth drivers and revenue and earning streams.

To further expand the Group's Diversified Business, the Company intends to embark on the Proposed Acquisition to obtain the Asset and the plans and resources in relation to the development of such Asset. The Company intends to build and develop manufacturing facilities and/or R&D lab on such Asset as part of its strategy to develop a full-service line and one-stop shop as regards Group's Diversified Business, from manufacturing to distributing lab-grown diamonds.

The Vendors shall procure that, as of and including the completion date under the Definitive Agreements (the "**Completion Date**"), Finebuild and the Subsidiary shall not have any assets and liabilities other than the Asset. This is to allow the Group to own and develop a land to support lab-grown diamond business without any other assets and liabilities.

#### 4. SALIENT TERMS OF THE TERM SHEET

The Term Sheet sets out the initial intentions of the Parties in relation to the basic objectives and scope of the Proposed Acquisition and is subject to the execution of the definitive agreement(s) such as the sale and purchase agreement ("**Definitive Agreements**") between the Parties and the satisfactory completion of due diligence of the relevant companies. Save for clauses in relation to due diligence, exclusivity period, taxes, costs and expenses, confidentiality, termination and governing law and dispute resolution, binding effect and effectiveness, the Term Sheet is non-binding.

The Term Sheet provides, *inter alia*, that:

- (a) **Parties to the Definitive Agreements:** The Definitive Agreements with respect to the Proposed Acquisition are to be entered into between AET and the Vendors;
- (b) **The Proposed Acquisition:** AET shall acquire the entire issued and paid up share capital of Finebuild (the "**Sale Shares**") from the Vendors;
- (c) **Consideration for the Sale Shares:** The consideration for the Sale Shares shall be discussed and agreed between the Parties on arm's length basis based on the valuation of Finebuild which will be conducted by an independent qualified valuer to be appointed by AET after the execution of the Term Sheet;
- (d) **Payment Terms:** The terms of payment shall be discussed and agreed between the Parties to be included in the Definitive Agreements;
- (e) **Key Conditions Precedent:** The Definitive Agreements shall contain the customary conditions precedent for a transaction of this nature, including but not limited to the following:
  - (i) the completion of financial, legal, operational and any other due diligence exercise on Finebuild, the Subsidiary and the Asset by AET, and the results of such due diligence exercise being satisfactory to AET in its sole discretion;
  - (ii) the appointment of the independent valuer being satisfactory to AET, and if applicable, the Singapore Exchange Securities Trading Limited (the "**SGX-ST**");
  - (iii) if required, Shareholders' approval being obtained by the Company required to approve, implement and effect the proposed transactions contemplated under the Definitive Agreements, in respect of the Proposed Acquisition;
  - (iv) if required, approval of JTC Corporation being obtained for the Proposed Acquisition; and

(v) such other conditions precedent as may be agreed between the Parties;

In addition, the Vendors shall procure that, as of and including the Completion Date, Finebuild and the Subsidiary shall not have any assets and liabilities other than the Asset.

- (f) **Representations, Warranties and Indemnities:** Each of the Parties shall provide the customary representations and warranties for a transaction of this nature, which will be further discussed, agreed and set out in the Definitive Agreements. Subject to results of due diligence exercise on Finebuild, the Subsidiary and the Asset to be conducted by AET and negotiations between the Parties, AET may require the Vendors to provide certain indemnities with respect to Finebuild, the Subsidiary and the Asset;
- (g) **Exclusivity Period:** The Vendors shall not, and shall not authorise any person to, directly or indirectly, participate in, initiate, solicit or encourage (a) any discussions or any proposal with any person or entity (other than AET and its advisers), relating to the share or loan capital of Finebuild; or (b) any transaction similar to, or having the same effect as, Proposed Acquisition or (c) any transaction which is incompatible with the Proposed Acquisition for a period of three (3) months from the date of the Term Sheet or such later date as mutually agreed in writing between the Parties; and
- (h) **Termination and Extension:** The Term Sheet shall be automatically terminated upon the expiry of the Exclusivity Period (including extensions thereof), or may be terminated prior to that date as mutually agreed in writing between the Parties, except that the provisions of Clauses (9) (Confidentiality), (10) (General Provisions) and (11) (Termination and Extension), shall survive the termination of the Term Sheet. The Term Sheet may be extended as mutually agreed in writing between the Parties.

The Parties target to execute the Definitive Agreements before the expiry of the Exclusivity Period.

## 5. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the directors or controlling shareholders of the Company has any interest, direct or indirect, in the Proposed Acquisition, other than through their respective shareholdings in the Company, where applicable.

## 6. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Term Sheet will be available for inspection during normal business hours at the Company's registered office at 100G Pasir Panjang Road, #04-07 Interlocal Centre, Singapore 118523 for a period of three (3) months commencing from the date of this announcement.

Shareholders who wish to inspect the Term Sheet may email [shareholder@metechinternational.com](mailto:shareholder@metechinternational.com) to make an appointment in advance so as to limit the number of people who are present at the registered office at any one time. Such arrangements are subject to prevailing regulations, orders, advisories and guidelines in relation to safe distancing measures implemented by the relevant authorities from time to time.

## 7. CAUTIONARY STATEMENT

**Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company. Shareholders and potential investors should note that the entry into the Term Sheet may or may not lead to the entry of further definitive agreement(s) with the relevant parties. There is no certainty or assurance that any definitive agreement(s) will be entered into.** Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders 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 of Directors of  
**Metech International Limited**

Samantha Hua Lei  
Executive Director and CEO

9 June 2022

---

*This announcement has been prepared by the Company and its contents have been reviewed by the Company's Sponsor, RHT Capital Pte. Ltd. (the "**Sponsor**") for compliance with the relevant rules of the Listing Manual Section B: Rules of Catalist of the SGX-ST.*

*This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.*

*The contact person for the Sponsor is Mr Khong Choun Mun, Registered Professional, RHT Capital Pte. Ltd. at 6 Raffles Quay, #24-02, Singapore 048580, sponsor@rhtgoc.com.*