

JASPER INVESTMENTS LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 198700983H)

PROPOSED SUBSCRIPTION OF 416,666,667 NEW ORDINARY SHARES IN THE CAPITAL OF JASPER INVESTMENTS LIMITED (THE “SUBSCRIPTION SHARES”) AT S\$0.0036 FOR EACH SUBSCRIPTION SHARE, TAGGED WITH 138,888,888 NEW WARRANTS (THE “WARRANTS”) CONVERTIBLE INTO 138,888,888 NEW ORDINARY SHARES IN THE CAPITAL OF JASPER INVESTMENTS LIMITED (THE “WARRANT SHARES”) TO RAISE GROSS PROCEEDS OF S\$2,000,000 FROM THE ISSUE OF THE SUBSCRIPTION SHARES AND THE WARRANT SHARES

1. BACKGROUND

- 1.1 The Board of Directors (the “**Board**” or the “**Directors**”) of Jasper Investments Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the Company’s previous announcement on 6 June 2022 relating to the entry into a subscription agreement dated 6 June 2022 (the “**6 June 2022 Subscription Agreement**”) with Riau Capital Investments Pte. Ltd. (the “**Subscriber**”) for the proposed issued and allotment by the Company to the Subscriber of an aggregate number of 138,888,888 new ordinary shares in the capital of the Company (“**Shares**”) on the terms and subject to the conditions of the 6 June 2022 Subscription Agreement.
- 1.2 The Board now wishes to announce that the Subscriber has committed to increase its funding support to S\$2,000,000 and the Company has accordingly entered into a new subscription agreement dated 1 July 2022 (the “**Subscription Agreement**”) with the Subscriber for the issue and allotment by the Company to the Subscriber of an aggregate number of 416,666,667 new Shares (the “**Subscription Shares**”) tagged with 138,888,888 new warrants (the “**Warrants**”), each such Warrant (when exercised) to convert into one (1) Share (each, a “**Warrant Share**”) on the terms and subject to the conditions of the Subscription Agreement (the “**Subscription**”).
- 1.3 For the avoidance of doubt, the Subscription Agreement is entered into by the parties on the understanding that the 6 June 2022 Subscription Agreement (together with any previous agreement relating to subscription of Shares by the Subscriber and its affiliates (including any Riau Capital group company) is superseded and replaced by, and deemed to have been terminated by the entry by the parties, into the Subscription Agreement.
- 1.4 Pursuant to the terms of the Subscription Agreement, the Company proposes to raise capital by issuing the Subscription Shares tagged with the Warrants to the Subscriber at an issue price of S\$0.0036 per Subscription Share (the “**Issue Price**”), to raise gross proceeds of S\$1,500,000. Each Warrant shall carry the right to subscribe for one (1) Warrant Share at the exercise price of S\$0.0036 (the “**Warrants Exercise Price**”) to raise additional gross proceeds of up to S\$500,000.
- 1.5 The Subscription is not underwritten and no placement agent will be appointed for the Subscription. The Subscription will be undertaken pursuant to a private placement exemption under Section 272B of the Securities and Futures Act 2001 of Singapore. As such, no prospectus or offer information statement will be issued by the Company in connection with the Subscription.

2. INFORMATION ON THE SUBSCRIBER

- 2.1 Details of the Subscriber, the number of Subscription Shares and Warrants to be subscribed by the Subscriber and the consideration to be paid by the Subscriber are set out below:

Name of Subscriber	Number of Subscription Shares to be Subscribed and number of Warrants to be granted	Aggregate Consideration (\$)	Maximum Warrant Shares	Subscription Shares and Warrant Shares as a % of Existing Issued Share Capital ⁽¹⁾	Subscription Shares and Warrant Shares as a % of Enlarged Issued Share Capital ⁽²⁾	Total Shareholding as a % of Enlarged Issued Share Capital ⁽²⁾⁽³⁾
Riau Capital Investments Pte. Ltd.	416,666,667 Subscription Shares	1,500,000	-	9.57	7.86	7.86
	138,888,888 Warrants	500,000 ⁽⁴⁾	138,888,888	3.19	2.62	2.62
Assuming issue in full of 416,666,667 Subscription Shares and 138,888,888 Warrant Shares				12.76	10.48	10.48

Notes:

- (1) Number of Subscription Shares and Warrant Shares divided by existing issued number of Shares of 4,354,159,724.
- (2) Number of Subscription Shares and Warrant Shares divided by enlarged issued number of Shares of 5,298,349,329, assuming the issue in full of the 416,666,667 Subscription Shares and 138,888,888 Warrant Shares and the full conversion of the convertible loan note of principal amount of S\$1,200,000 into 388,634,050 Shares (the **"Convertible Loan Note"**).
- (3) As at the date of this announcement, the Subscriber does not hold any Shares in the capital of the Company.
- (4) Assuming the issue in full of the 138,888,888 Warrant Shares.

- 2.2 The Subscriber is a private company limited by shares incorporated in Singapore and is the investment arm of the Riau Capital Group whose investment objectives and interests include the undertaking of businesses and investments into projects involving regional import and export of construction materials and aggregates (including sand, gravel, slag, etc.)¹. The management of the Riau Capital Group have had ongoing discussions with representatives of the Company to explore ways to collaborate and work together on projects involving marine transportation and logistical support for carriage of construction materials and aggregates. Subscribing for the Subscription Shares is part of such collaboration, essentially to provide the Company with funding for its working capital required to undertake the Company's businesses.
- 2.3 The Subscriber's rationale for subscribing for the Subscription Shares and Warrants pursuant to the Subscription is because the business model and strategy of the Company are in line with its investment strategies.
- 2.4 The Subscriber has represented to the Company that it is subscribing for the Subscription Shares and Warrants for its own account for investment and the Subscriber will not hold the Subscription Shares and Warrants in trust or as nominee for other persons.
- 2.5 Further, the Subscriber has confirmed that as the time of the entry into the Subscription Agreement, it is not a person whom the Company is prohibited from issuing shares to, as provided for by Rule 812 of the Listing Manual of the Singapore Exchange Securities Trading Limited (the **"SGX-ST"**) (the **"Listing Manual"**).
- 2.6 To the best of the Company's knowledge and based on the confirmation received from the Subscriber, none of the Subscriber, its directors and/or its shareholders are existing Shareholders of the Company and none of them has any connection (including business relationship) with the Company, its Directors and/or its substantial Shareholders, save in

¹ The ultimate beneficial owner of the Subscriber is Mr. Bambang Sugeng bin Kajairi.

relation to the Subscription and save for Bambang Sugeng bin Kajairi, who is the ultimate beneficial owner and a director of the Subscriber.

- 2.7 The issuance and allotment of the Subscription Shares and/or the Warrant Shares will not result in a transfer of controlling interest in the Company.

3. THE SUBSCRIPTION

3.1 The Issue Price and Consideration

The Subscriber proposes to subscribe for an aggregate of 416,666,667 Subscription Shares at an Issue Price of S\$0.0036 per Subscription Share and tagged with 138,888,888 Warrants convertible into 138,888,888 Warrant Shares for an aggregate consideration of S\$2,000,000 (assuming full conversion of the Warrants) (the “**Consideration**”). The Issue Price and the Warrants Exercise Price represent a premium of 20% to the volume weighted average price of S\$0.0030 for trades done on the Company's shares on the SGX-ST on 1 July 2022 (being the full market day on which the Subscription Agreement was signed).

3.2 The Subscription Shares

The Subscription Shares, when issued and delivered, shall be free from all claims, charges, liens and other encumbrances whatsoever and shall rank *pari passu* in all respects with and shall carry all rights similar to the existing Shares except that they will not rank for any dividend, right, allotment or other distributions, the record date for which falls on or before the completion of the Subscription.

There is no moratorium imposed on the Subscription Shares.

3.3 The Warrants and Warrant Shares

- 3.3.1 In addition to the Subscription Shares, subject to the approval from Shareholders, such approval whether granted as a general share issue mandate or specific approval for the issue of the Warrants (the “**Warrants Mandate**”), the Subscriber is entitled to 138,888,888 free Warrants in accordance with the terms and conditions of the Subscription Agreement with each Warrant convertible into one (1) Warrant Share at the Warrants Exercise Price of S\$0.0036. For the avoidance of doubt, the Subscriber shall only be entitled to the Warrants subject to: (i) completion of the subscription of the 416,666,667 Subscription Shares by the Subscriber; and (b) the Warrants Mandate being obtained.
- 3.3.2 The Warrants will be freely and immediately detachable upon issue, and will be issued in registered form and will not be listed and traded separately (whether on the Mainboard of the SGX-ST or elsewhere). There is no additional consideration paid for the entitlement to the Warrants.
- 3.3.3 Subject to the terms and conditions governing the Warrants to be set out in an instrument by way of a deed poll (the “**Deed Poll**”), each Warrant shall carry the right to subscribe for one (1) Warrant Share at the Warrants Exercise Price of S\$0.0036 at any time during the period commencing on the date of the issue of the Warrants and expiring on the day immediately preceding the date falling fifteen (15) months immediately after the date of issue of the Warrants (the “**Warrants Exercise Period**”). The Warrants that remain unexercised at the expiry of the Warrants Exercise Period shall lapse and cease to be valid for any purpose.
- 3.3.4 The Warrants Exercise Price and the number of Warrants shall be subject to adjustments under certain circumstances as provided for in the Deed Poll and appropriate announcements on the adjustments will be made by the Company. Such adjustment events include an issue by the Company of new Shares credited as fully paid by way of capitalisation of profits or reserves, a capital distribution made by the Company, an offer or invitation made by the Company to the Shareholders under which they may acquire or subscribe for Shares, an issue other than a rights issue or any consolidation, subdivision, reclassification or conversion of Shares.
- 3.3.5 The Warrants shall be issued free from all claims, charges, liens and other encumbrances whatsoever and Warrant Shares to be issued on the exercise of the Warrants shall rank *pari*

passu in all respects with and carry all rights similar to existing Shares, except that they will not rank for any dividend, right, allotment or other distributions, the record date for which falls on or before the date of issue of the Warrant Shares.

- 3.3.6 The expiry of the Warrants will be announced via SGXNET, and notice of expiry shall be sent to the Subscriber, at least one (1) month before the expiry of the Warrants Exercise Period.
- 3.3.7 Notwithstanding paragraph 3.3.3 above, the Subscriber accepts and agrees that the Company shall have the right (but not the obligation) to call for an exercise by the Subscriber of all (and not some only) of the Warrants then remaining outstanding by serving on the Subscriber a notice in writing ("**Call Notice**") requiring the Subscriber to exercise all such Warrants to subscribe for the resultant Warrant Shares (the "**Resultant Warrant Shares**") in accordance with paragraph 3.3.3 above at any time during the Warrants Exercise Period. Upon due service of the Call Notice on the Subscriber, the Subscriber shall be deemed to have irrevocably exercised its right to subscribe (and shall subscribe) for the Resultant Warrant Shares at the Warrants Exercise Price in accordance with and subject to the terms and conditions governing the Warrants as set out in the Deed Poll.
- 3.3.8 For the avoidance of doubt, the right of the Subscriber to subscribe for the Warrant Shares pursuant to paragraph 3.3.3 above and the right of the Company to call for an exercise by the Subscriber of the Warrants to subscribe for the Resultant Warrant Shares pursuant to paragraph 3.3.7 above shall be subject to and conditional upon the Company having duly obtained the Warrants Mandate for the issuance of the Warrants and the Warrant Shares.
- 3.3.9 Any material amendment to the terms of the Warrants after issue to the advantage of the Subscriber shall be approved by Shareholders, except where the amendment is made pursuant to the terms of the Warrants.
- 3.3.10 Any adjustment or amendment made to the terms of the Warrants will also be announced via SGXNET. In the case of an adjustment, the announcement will state the specific formula, whether the adjustment has been reviewed to be in accordance with the formula, the identity of the reviewer and its relationship to the Company.
- 3.3.11 The Company will not extend the exercise period of the Warrants or issue a new company warrant to replace an existing Warrant. Except where the adjustments are made pursuant to the terms of the Warrants, the Company will not change the exercise price of the Warrants or change the exercise ratio of the Warrants.

3.4 **Authority to Issue the Subscription Shares and the Warrants (and, on exercise of the Warrants, the Warrant Shares)**

3.4.1 **The Subscription Shares**

The Subscription Shares will be allotted and issued pursuant to the general share issue mandate to issue new ordinary shares in the capital of the Company passed by the Shareholders at the Company's last annual general meeting held on 30 October 2021 (the "**2021 General Mandate**"). Pursuant to the 2021 General Mandate, Directors have the authority to issue Shares and/or make or grant offers, agreements, or options that might or would require Shares to be issued (collectively, "**Instruments**"), provided that the aggregate number of Shares to be issued (including Shares to be issued pursuant to the Instruments made or granted) does not exceed 50% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the AGM, of which the aggregate number of Shares (including Shares to be issued pursuant to the Instruments made or granted) to be issued other than on a pro rata basis to existing Shareholders shall not exceed 20% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the AGM.

As at the date of the AGM, the total number of issued Shares (excluding treasury shares and subsidiary holdings) was 4,354,159,724. Accordingly, the total number of Shares that may be issued pursuant to the 2021 General Mandate is 2,177,079,862 Shares, of which the maximum number of Shares that can be issued other than on a pro rata basis is 870,831,944 Shares. As at the date of this announcement, up to 388,634,050 Shares may be issued pursuant to the 2021 General Mandate under the Convertible Loan Note. As such, the 416,666,667

Subscription Shares that may be issued pursuant to the Subscription falls within the limits of the 2021 General Mandate.

3.4.2 The Warrants and Warrant Shares

As the 138,888,888 Warrants (and, on exercise of the Warrants, the 138,888,888 Warrant Shares) do not fall within the limits of the 2021 General Mandate, the Warrants (and, on exercise of the Warrants, the Warrant Shares) will be allotted and issued pursuant to the Warrants Mandate.

3.5 Conditions

Completion of the subscription of the Subscription Shares and the Warrants is conditional upon, *inter alia*:

- (a) approval in-principle for the listing and quotation of the Subscription Shares and the Warrant Shares on the Official List of the SGX-ST being obtained from the SGX-ST and not revoked or amended and, where such approval is subject to conditions, such conditions being reasonably acceptable to the Subscriber;
- (b) the issue and subscription of the Subscription Shares and the issue of the Warrants not being prohibited by any statute, order, rule or regulation promulgated after the date of the Subscription Agreement by any applicable legislative, executive or regulatory body or authority of Singapore which is applicable to the Company;
- (c) (i) in the case of the Subscription Shares, the 2021 General Mandate and/or such share issue mandate remaining valid, in full force and effect as well as available and not otherwise revoked for the purposes of and in connection with issue of the Subscription Shares; and (ii) in the case of the Warrants, the Warrants Mandate being obtained and remaining valid, in full force and effect as well as available and not otherwise revoked for the purposes of and in connection with the issue of the Warrants; and
- (d) there having been, as at the Completion Date, no occurrence of any event nor the discovery of any fact rendering untrue or incorrect in any material respect any of the warranties contained in the Subscription Agreement if they were repeated on and as of the Completion Date.

The Subscriber may, and upon such terms as it thinks fit, waive (wholly or partially) compliance with any of the conditions set forth above and any condition so waived shall be deemed to have been satisfied.

If any of the conditions set forth above are not satisfied within three (3) months from the date of the Subscription Agreement (subject to the right of the Company to extend such date by one (1) month at its discretion), or such other date as the Subscriber and the Company may agree in writing, the obligation of the Company to issue the Subscription Shares and the Warrants (as the case may be) and the obligation of the Subscriber to subscribe for the Subscription Shares and the Warrants (as the case may be) shall *ipso facto* cease and determine thereafter and neither the Subscriber nor the Company shall have any claim against the other for costs, expenses, damages, losses, compensation or otherwise in respect of the Subscription, save for any antecedent breach of the Subscription Agreement, the Parties' respective liability for the payment of costs and expenses under the Subscription Agreement or the repayment of any monies that have been paid to the Company pursuant to the Subscription Agreement, if applicable.

3.6 Completion

Completion of the Subscription shall take place on the date falling six (6) clear market days after the date on which all the conditions set out in the Subscription Agreement are satisfied or otherwise waived in writing by the relevant parties thereto, which shall not in any case exceed the period of three (3) months from the date of the Subscription Agreement, unless otherwise specifically agreed in writing between the parties (the "**Completion Date**"). For the avoidance of doubt, completion of the subscription of the Warrants by the Subscriber is subject to: (a)

completion of the subscription of the 416,666,667 Subscription Shares by the Subscriber; and
(b) the Warrants Mandate being obtained.

3.7 Additional Listing Application

The Company will be making an application to the SGX-ST for the listing and quotation of the Subscription Shares and the Warrant Shares on the Official List of the SGX-ST. The Company will make the necessary announcements once the approval-in-principle for the listing and quotation of the Subscription Shares and the Warrant Shares has been obtained from the SGX-ST.

4. FINANCIAL EFFECTS OF THE SUBSCRIPTION

The financial effects of the Subscription set out below are for illustrative purposes only and do not purport to be indicative or a projection of the results and financial position of the Company and the Group after completion of the Subscription.

The financial effects of the Subscription on the Group have been computed based on the latest unaudited consolidated financial statements of the Group for the financial year ended 31 March 2022 ("FY2022") and the following bases and assumptions:

- (a) the expenses incurred in the Subscription is disregarded for the purposes of calculating the financial effects;
- (b) the financial effect on the consolidated net tangible assets ("**NTA**") per Share of the Group is computed based on the assumption that the Subscription was completed on 31 March 2022; and
- (c) the financial effect on the consolidated loss per Share ("**LPS**") of the Group is computed based on the assumption that the Subscription was completed on 1 April 2022.

NTA per Share

	Before the Subscription	After adjusting for the Subscription Shares
Net Tangible Assets of the Group (S\$)	(1,195,000)	305,000
Weighted Average Number of Shares ('000)	4,354,159,724	5,159,460,441
NTA per share (Singapore cents)	(0.027)	0.006

	Before the Subscription	After adjusting for the 416,666,667 Subscription Shares and the 138,888,888 Warrant Shares ⁽¹⁾
Net Tangible Assets of the Group (S\$)	(1,195,000)	805,000
Weighted Average Number of Shares ('000)	4,354,159,724	5,298,349,329
NTA per share (Singapore cents)	(0.027)	0.015

Note: ⁽¹⁾ Assuming the Warrants are fully exercised and converted into Warrant Shares.

LPS

	Before the Subscription	After adjusting for the Subscription Shares
Loss attributable to equity holders of the Group (S\$)	(463,000)	(463,000)
Number of Shares ('000)	4,354,159,724	5,159,460,441
LPS per Share (Singapore cents)	(0.0106)	(0.0090)

	Before the Subscription	After adjusting for the 416,666,667 Subscription Shares and 138,888,888 Warrant Shares ⁽²⁾
Loss attributable to equity holders of the Group (S\$)	(463,000)	(463,000)
Number of Shares ('000)	4,354,159,724	5,298,349,329
LPS per Share (Singapore cents)	(0.0106)	(0.0087)

Note: ⁽²⁾ Assuming the Warrants are fully exercised and converted into Warrant Shares.

Net Gearing

The issue and allotment of the Subscription Shares and the issue of the Warrants would not have a significant effect on the net gearing of the Group.

5. RATIONALE AND USE OF PROCEEDS

The Company has decided to place the Subscription Shares and the Warrants to the Subscriber so as to raise funds to provide liquidity to the Company's working capital. The Company believes that the Subscription will strengthen the balance sheet and provide flexibility for the Group.

The estimated net proceeds from the allotment and issue of the Subscription Shares (after deducting estimated expenses relating thereto) of approximately S\$1,380,000 (the "**Subscription Shares Net Proceeds**") will be used by the Company in the following estimated proportions:

Use of Proceeds	Percentage Allocation (%)
For working capital needs of the Group (including operational expenses and expenses relating to professional services and administration) ⁽¹⁾	100
Total	100

Note:

- (1) In the event that there are any excess proceeds, the Company may use such excess proceeds for the growth, development and expansion of the existing businesses of the Group as well as the exploration of new business opportunities.

Assuming all the Warrants are exercised, the estimated net proceeds from the exercise of the Warrants (after deducting estimated expenses relating thereto) will be approximately S\$460,000 (the “**Warrants Exercise Net Proceeds**”). As and when the Warrants are exercised, the Warrants Exercise Net Proceeds may, at the discretion of the Directors, be applied largely in the following proportions:

Use of Proceeds	Percentage Allocation (%)
For working capital needs of the Group (including expenses relating to professional services and administration) ⁽¹⁾	100
Total	100

Note:

- (1) In the event that there are any excess proceeds, the Company may use such excess proceeds for the growth, development and expansion of the existing businesses of the Group as well as the exploration of new business opportunities.

Pending the use of the Subscription Shares Net Proceeds and the Warrants Exercise Net Proceeds as outlined above, the net proceeds may be deposited in financial institutions or be used for working capital or any other purpose on a short-term basis.

The Company will make periodic announcements as and when the Share Subscription Net Proceeds and the Warrants Exercise Net Proceeds are materially disbursed and whether the disbursements are in accordance with the use of proceeds as stated in this announcement.

The Company will also provide a status report on the use of the Share Subscription Net Proceeds and the Warrants Exercise Net Proceeds in the Company’s annual report. Where there is any material deviation from the stated use of proceeds, the Company will announce the reasons for such deviation. Where the Share Subscription Net Proceeds and the Warrants Exercise Net Proceeds are used for working capital purposes, the Company will provide a breakdown with specific details on how the Share Subscription Net Proceeds and the Warrants Exercise Net Proceeds have been applied in the Company’s announcements and annual report.

6. INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed in this announcement, none of the Directors other than Bambang Sugeng bin Kajairi or substantial Shareholders of the Company has any interest, direct or indirect, in the Subscription, save for their interests (if any) by way of their shareholdings and/or directorships, as the case may be, in the Company.

In addition, the Subscriber is not under the control or influence of any of the Company’s Directors other than Bambang Sugeng bin Kajairi or Substantial Shareholders.

7. 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 Subscription, the Subscription Agreement, 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.

8. TRADING CAUTION

Shareholders are advised to exercise caution in trading their Shares. There is no certainty or assurance as at the date of this announcement that the proposed allotment and issuance of the Subscription Shares will be completed or that no changes will be made to the terms thereof. 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.

9. DOCUMENTS FOR INSPECTION

A copy of the Subscription Agreement is available for inspection during normal business hours at the principal place of business of the Company at 28 Genting Lane, #05-08, Singapore 349585 for a period of three months from the date of this announcement.

**BY ORDER OF THE BOARD
JASPER INVESTMENTS LIMITED**

Rajan Ganapathy
Lead Independent Director
4 July 2022