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Colex Holdings Limited
(Company Registration No – 197101485G)
(Incorporated in Singapore)

Bonvests Holdings Limited
(Company Registration No – 196900282M)
(Incorporated in Singapore)

JOINT ANNOUNCEMENT

PROPOSED PRIVATISATION OF COLEX HOLDINGS LIMITED BY BONVESTS HOLDINGS LIMITED BY WAY OF A SCHEME OF ARRANGEMENT

1. Introduction

1.1 The Scheme

The respective boards of directors of Colex Holdings Limited (the “**Target Company**”) and Bonvests Holdings Limited (the “**Offeror**”, and together with the Target Company, the “**Parties**”, and “**Party**” means any one of them) are pleased to announce the proposed privatisation of the Target Company through the acquisition (the “**Privatisation**”) of all the issued ordinary shares in the capital of the Target Company (the “**Target Company Shares**”), other than the Target Company Shares held by the Offeror and Coop International Pte. Ltd. (a wholly owned subsidiary of the Offeror) (the “**Target Company Excluded Shares**”) (the Target Company Shares excluding the Target Company Excluded Shares, the “**Target Company Scheme Shares**”), by the Offeror, by way of a scheme of arrangement (the “**Scheme**”) in accordance with Section 210 of the Companies Act 1967 of Singapore (the “**Companies Act**”) and the Singapore Code on Take-overs and Mergers (the “**Code**”).

1.2 Implementation Agreement

In connection with the Scheme, the Offeror and the Target Company have on 17 October 2022 entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Offeror and the Target Company will implement the Scheme.

2. Scheme Consideration

Under the Scheme, the Offeror proposes to acquire the Target Company Scheme Shares at S\$0.23 in cash per Target Company Scheme Share (“**Scheme Consideration**”).

3. Rationale for the Scheme

3.1 An increasingly challenging operating environment ahead for the Target Company means there is no certainty of returning to profitability in the near term

a. **Increased competition in participation for the National Environment Agency’s (“NEA”) tenders for Public Waste Collection (“PWC”) licenses for domestic and trade premises in Singapore with the next tender cycle only commencing in 2025**

The contribution from the Target Company’s waste disposal segment has been declining since the expiry of the PWC contract for Jurong sector which ended in March 2020. This

was further compounded by the unsuccessful tenders for the 6 available PWC sectors due to stiff market competition. With tenders for the next available PWC contract for the Pasir Ris-Bedok sector expected to commence in 2025, the waste disposal segment will continue to face a difficult operating environment in the near future.

b. Increased competition in the contract cleaning segment

Contract cleaning segment profit margins are under pressure due to increased competition in tenders for new contracts and increasing manpower costs.

c. The Target Company ended FY2021 loss making, with the overall profitability of the Target Company expected to face further downward pressures

The roll-back of temporary government grants extended due to the pandemic such as the Jobs Support Scheme, and rising wage costs stemming from the implementation of the revised Progressive Wage Model (“PWM”) in both the waste disposal segment and contract cleaning segment will place further downward pressure on the Target Company’s profitability.

The Jobs Support Scheme contributed S\$3.3 million and S\$2.4 million in FY2020 and FY2021 respectively. Excluding these amounts in FY2021, the Target Company’s losses before income tax would have extended to approximately S\$3.8 million.

3.2 The Target Company’s listing status serves limited purpose as it has not tapped on the equity capital markets to raise funds and is unlikely to do so, yet it continues to incur substantial costs associated with being listed

Since its initial public offering in 1999, the Target Company has not carried out any exercise to raise funds from the equity capital markets.

Further, as the Target Company was not successful in its NEA tenders for PWC in FY2020 and FY2021, and there are no near-term plans for any substantial capital expenditures for the rest of its businesses, the Target Company does not see a need to maintain its listing status to tap the capital markets to raise funds in the near future.

In maintaining its listed status, the Target Company incurs compliance costs and other associated costs of close to S\$150,000 each year which is significant relative to its current earnings. In the event the Target Company is delisted, it will be able to save on such expenses and focus its resources on better positioning the business to face the sector’s increasingly challenging operating environment.

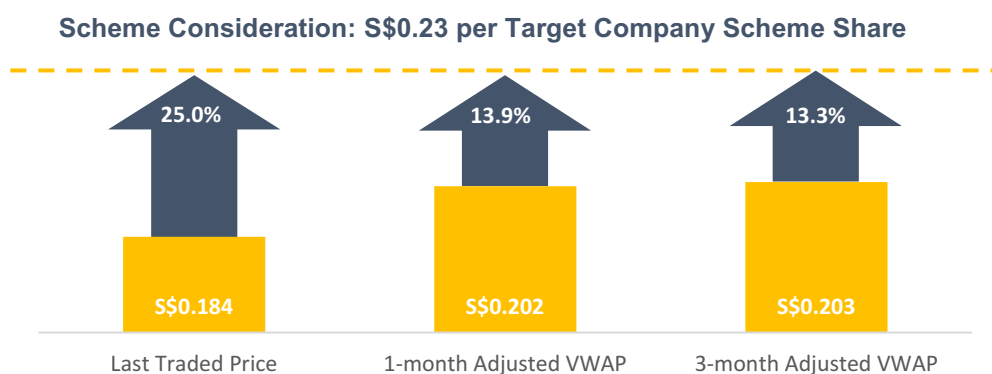
3.3 A Privatisation confers greater management flexibility to navigate an increasingly challenging operating environment

The Offeror believes that a Privatisation will allow the Target Company’s management more flexibility to manage the business and facilitate the implementation of any operational change (if required), without the corresponding costs and regulatory restrictions associated with a listing on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”).

3.4 Opportunity for a holder of the Target Company Scheme Shares (each a “Scheme Shareholder”, collectively the “Scheme Shareholders”) to realise their investment at a premium without incurring brokerage fees

In light of the pressures facing the Target Company and the uncertainties associated with navigating the challenging operating environment, the proposed Privatisation represents a credible opportunity for the Scheme Shareholders to realise their investment at a premium with the greatest certainty.

- a. The Scheme Consideration of S\$0.23 represents a premium of 25.0%, 13.9%, and 13.3% to the last traded price⁽ⁱ⁾, one-month, and three-month Adjusted VWAP⁽ⁱⁱ⁾⁽ⁱⁱⁱ⁾ up to and including the Last Trading Date^(iv).



Notes:

- (i) Refers to the closing price of the last full trading day where trades were done for the Target Company Shares prior to the Joint Announcement Date, being 10 October 2022.
- (ii) After the announcement of the special dividend of S\$7.55 cents and the first and final dividend of S\$0.45 cents on 22 February 2022, the trading price of Target Company Shares rose from its last traded price of S\$0.215 on 22 February 2022 to a high of S\$0.345 on 28 April 2022 before closing at S\$0.250 on the ex-dividend date on 6 May 2022. The evaluation of volume weighted average price ("VWAP") has been adjusted to exclude trading from 23 February 2022 to 5 May 2022 ("Adjusted VWAP") to eliminate the trading volatility due to the payment of the special dividend from the evaluation.
- (iii) The Adjusted VWAPs of the Target Company Shares are rounded to the nearest three (3) decimal places and computed on data sourced from Bloomberg L.P. up to and including the Last Trading Date. The respective premia are rounded to the nearest one (1) decimal place.
- (iv) Refers to the last full trading day immediately prior to the Joint Announcement Date ("Last Trading Date"), being 12 October 2022.
- b. Considering the low historical trading liquidity of Target Company Shares on SGX-ST, the proposed Privatisation represents an opportunity for Scheme Shareholders who may otherwise find it difficult, to exit their investment immediately.

Trading volumes on Target Company Shares have been low with no trades being done for the majority of trading days with the counter experiencing low average daily trading volumes and average daily turnover.

	One-month	Three-month	Six-month	Twelve-month
Average daily trading volume as a percentage of total number of the Target Company Shares ⁽ⁱ⁾	0.001% ⁽ⁱⁱ⁾	0.004% ⁽ⁱⁱ⁾	0.015% ⁽ⁱⁱ⁾	0.022% ⁽ⁱⁱ⁾
Average daily turnover of the Target Company Shares	S\$135	S\$1,035	S\$5,314	S\$7,686

Source: Bloomberg L.P.

Notes:

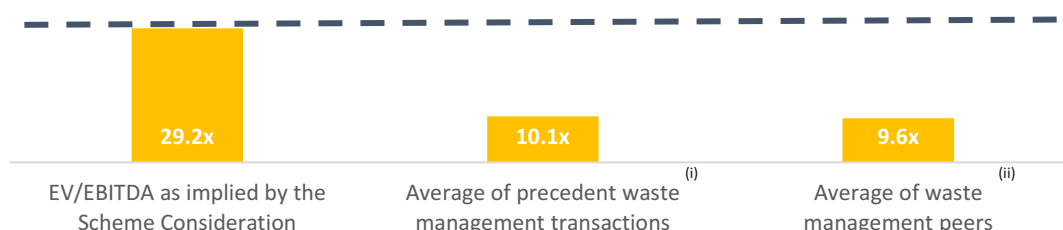
- (i) The average daily trading volume as a percentage of total number of the Target Company Shares is based on data extracted from Bloomberg L.P. as at the Last Trading Date and calculated using the average daily trading volume of the Target Company Shares divided by the total number of the Target Company Shares.
- (ii) The percentage figures are rounded to the nearest three (3) decimal places.

	One-month	Three-months	Six-months	Twelve-months
Number of SGX-ST trading days	22	66	131	261
Number of SGX-ST trading days where trades were done for the Target Company Shares	6	18	58	125

Source: Bloomberg L.P. as at the Last Trading Date

3.5 The valuation multiples implied by the Scheme Consideration exceeds key benchmarks, representing a credible offer for Scheme Shareholders to exit

- a. The enterprise value (“**EV**”) to earnings before interest, tax, depreciation and amortisation (“**EBITDA**”) (the “**EV/EBITDA**”) ¹ as implied by the Scheme Consideration of 29.2x represents a significant premium² of 190.8% and 203.4% to the EV/EBITDA as implied by the average of precedent waste management transactions of 10.1x and the average of waste management peers of 9.6x.



Source: Bloomberg L.P., Capital IQ and company filings

Notes:

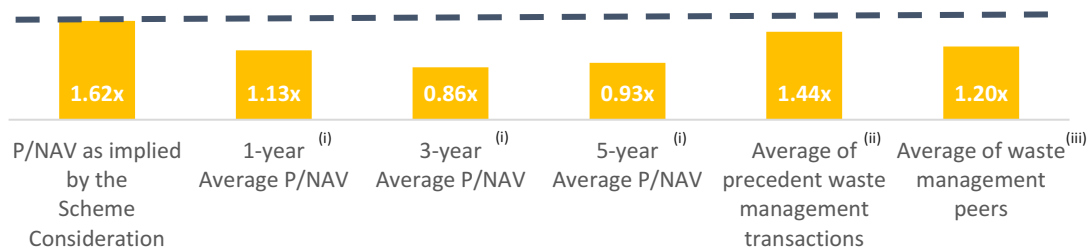
- (i) Selected precedent waste management transactions include: (i) the acquisition of 800 Super Holdings Limited announced on 24 August 2022; (ii) the acquisition of Beijing Enterprises Urban Resources Group Limited announced on 28 April 2022; (iii) the acquisition of Kolon Environmental Service Co., Ltd. announced on 31 March 2020; (iv) the acquisition of Shandong Shifang Environmental Protection & Bio-Energy Co., Ltd. announced on 4 November 2019; (v) the acquisition of Fujikoh Company Limited announced on 1 November 2019; (vi) the acquisition of 800 Super Holdings Limited announced on 6 May 2019; (vii) the acquisition of Dial A Dump Industries Pty Ltd. announced on 21 August 2018; (viii) the acquisition of Tox Free Solutions Limited announced on 11 December 2017; and (ix) the acquisition of Environment Management Corporation announced on 18 May 2016.
- (ii) Selected waste management companies include: (i) Better World Green Public Company Limited; (ii) TexCycle Technology (M) Berhad; (iii) 5E Resources Limited; (iv) Akkhie Prakarn Public Company Limited; and (v) General Environmental Conservation Public Company Limited. Data compiled from Bloomberg L.P and company filings as of the Last Trading Date.
- b. The price to net asset value (“**NAV**”) (the “**P/NAV**”) ³ as implied by the Scheme Consideration of 1.62x represents a premium⁴ of 42.6%, 88.0% and 73.7% to the historical 1-year, 3-year and 5-year average P/NAV multiples of the Target Company Shares for the period up to and including the Last Trading Date. The P/NAV as implied by the Scheme Consideration exceeds the average of precedent waste management transactions of 1.44x and exceeds the P/NAV implied by the average of waste management peers of 1.20x.

¹ Enterprise value is derived from the implied market capitalisation of the Target Company by the Scheme Consideration as at the Last Trading Date, and adjusted for: (i) current and non-current lease liabilities; and (ii) cash and cash equivalents from the Target Company's financial position as at 30 June 2022. EBITDA is derived from the Target Company's financial performance over the last twelve months ending 30 June 2022 calculated by its profit before tax adjusted for: (i) one-off and / or non-recurring items including impairment losses on property, plant and equipment; and government grants received under the jobs support scheme, jobs growth incentive, wage credit scheme and senior employment credit scheme; (ii) depreciation expenses; (iii) finance costs; and (iv) interest income.

² The respective premium is rounded to the nearest one (1) decimal place, discrepancies in the figures herein between the listed amounts and derived amounts from the EV/EBITDA are due to rounding.

³ Derived from the Target Company's latest reported NAV of S\$18,864,000 on 30 June 2022.

⁴ The respective premium is rounded to the nearest one (1) decimal place, discrepancies in the figures herein between the listed amounts and derived amounts from the P/NAV are due to rounding.



Source: Bloomberg L.P., and company filings

Notes:

- (i) The historical average is computed daily up to and including the Last Trading Date and reflects the market capitalisation at the end of each trading day divided by NAV for last reported financial quarter or period, as compiled from Bloomberg L.P. and the Target Company's public filings.
- (ii) Selected precedent waste management transactions include: (i) the acquisition of Beijing Enterprises Urban Resources Group Limited announced on 28 April 2022; (ii) the acquisition of Kolon Environmental Service Co., Ltd. announced on 31 March 2020; (iii) the acquisition of Shandong Shifang Environmental Protection & Bio-Energy Co., Ltd. announced on 4 November 2019; (iv) the acquisition of Fujikoh Company Limited announced on 1 November 2019; (v) the acquisition of 800 Super Holdings Limited announced on 6 May 2019; (vi) the acquisition of Tox Free Solutions Limited announced on 11 December 2017; and (vii) the acquisition of Environment Management Corporation announced on 18 May 2016.
- (iii) Selected waste management companies include: (i) Better World Green Public Company Limited; (ii) ecoWise Holdings Limited; (iii) TexCycle Technology (M) Berhad; (iv) 5E Resources Limited; (v) Akkhie Prakam Public Company Limited; and (vi) General Environmental Conservation Public Company Limited. Data compiled from Bloomberg L.P. and company filings as of the Last Trading Date.

3.6 The Scheme Consideration implies a total return of 80.2% for a Scheme Shareholder over a 36-month holding period, this includes the S\$24.5 million paid in dividends over this period which includes one-off special dividends

Special dividends were paid out following the Target Company's unsuccessful NEA tenders for PWC as the board of directors of the Target Company (the "**Board**") had decided that it was in the best interests of shareholders to distribute the capital that it had set aside to fund capital expenditures following a successful tender.

Target Company's cash and cash equivalents of S\$5.5 million as of 30 June 2022 represents the minimum amount of cash retained in order to preserve its working capital. It is therefore very unlikely that the amounts of dividends to be distributed (if any) in the near future will be close to that in FY2020 and FY2021.

Accounting for the S\$24.5 million distributed over the past 36 months, the Scheme Consideration implies a total return of 80.2% and annualised total returns of 21.7% per annum for a Scheme Shareholder who had acquired Target Company Shares 36 months prior to the Last Trading Date.

Closing price 36 months prior to the last Trading Date ⁽ⁱ⁾	Scheme Consideration	Dividends for the past 36 month up to and including the Last Trading Date ⁽ⁱⁱ⁾	Sum of Scheme Consideration and total dividends up to the Last Trading Date	Total returns for the past 36 months ⁽ⁱⁱⁱ⁾	Annualised total returns for the past 36 months ⁽ⁱⁱⁱ⁾
S\$0.230	S\$0.230	S\$0.1845	S\$0.4145	80.2%	21.7%

Notes:

- (i) Based on the last traded price of the Target Company Shares prior to the 36 months period prior to the Last Trading Date sourced from Bloomberg L.P..
- (ii) This refers to the total dividends distributed per Target Company Share for the past 36 months prior to the Last Trading Date and includes the special tax-exempt one-tier dividend of S\$10.00 cents per Target Company Share paid on 31 August 2020 and the special tax-exempt one-tier dividend of S\$7.55 cents per Target Company Share paid on 19 May 2022.
- (iii) Total return is rounded to one (1) decimal place and subject to rounding difference.

4. Information on the Relevant Parties

4.1 The Target Company

The Target Company was incorporated in Singapore on 31 December 1971 and has been listed on the SESDAQ (now known as the Catalist Board of Singapore Exchange Securities Trading Limited (“**SGX-ST**”)) since April 1999. The Target Company and its subsidiaries (collectively, the “**Target Company Group**” and each, a “**Target Company Group Entity**”) are veterans of waste management in Singapore providing services through its waste disposal and contract cleaning segments and has pioneered many innovative value-added services which include the fully mechanised waste disposal vehicles and portable waste compactors used in the industry today.

The board of directors of the Target Company comprise:

- Mr Henry Ngo (Executive Chairman and Executive Director)
- Mr Ding Chek Leh (Executive Director)
- Mr Lim Chee San (Independent Director)
- Mr Tan Soon Liang (Independent Director)

As at the date of this announcement (the “**Joint Announcement Date**”), (i) the Target Company has 132,522,560 Target Company Shares in issue and no treasury shares, and (ii) there are no options or convertible securities of the Target Company outstanding.

4.2 The Offeror

The Offeror is a company incorporated in Singapore on 15 May 1969. It is listed on the Mainboard of the SGX-ST. The Offeror and its subsidiaries (collectively, the “**Offeror Group**”) have core businesses in (a) property development and investment; (b) hotel ownership and management; and (c) waste management and contract cleaning of buildings. The controlling shareholder of the Offeror is Goldvein Holdings Pte. Ltd. holding 240,026,769 shares, comprising approximately 59.78% shareholding interest, in the Offeror. Mr Henry Ngo, Mr Djitu Sianandar, Mr James Sookanan and Mr Witu Sianandar are deemed to be interested in these shares by virtue of their shareholdings in Goldvein Holdings Pte. Ltd. Mr Henry Ngo also holds

an additional 98,146,928 shares (directly and indirectly), comprising approximately 24.44% shareholding interest (both direct and deemed), in the Offeror. Mr Henry Ngo is also a director of the boards of the Offeror and the Target Company. The rest of the shareholding interest in the Offeror (being 15.65%) is held in the hands of the public.

The board of directors of the Offeror comprise:

- Mr Henry Ngo (Executive Chairman and Executive Director)
- Mr Gary Xie (Executive Director)
- Mr Andy Xie (Executive Director)
- Mr Chew Heng Ching (Independent Director)
- Mr Fong Heng Boo (Independent Director)
- Mr Benedict Teo (Independent Director)

As at the Joint Announcement Date, the Offeror (i) holds, in its own name, 104,611,560 shares (comprising 78.94% shareholding interest); and (ii) holds, through Coop International Pte Ltd (a wholly owned subsidiary of the Offeror), 986,100 shares (comprising 0.74% shareholding interest) in the Target Company. In total, the Offeror has a direct and deemed interest in 105,597,660 Target Company Shares, representing in aggregate 79.68 per cent. of the issued Target Company Shares.

5. The Scheme

5.1 The Privatisation.

Under the Scheme:

- 5.1.1 all the Target Company Scheme Shares held by the Scheme Shareholders as at a record date to be announced by the Target Company on which the transfer books and the register of members of the Target Company will be closed in order to determine the entitlements of the Scheme Shareholders in respect of the Scheme (the “**Record Date**”) will be transferred to the Offeror:
- (i) fully paid up;
 - (ii) free from any claim, charge, mortgage, security, pledge, lien, option, restriction, equity, power of sale, hypothecation or other third-party rights or interest, retention of title, right of pre-emption, right of first refusal or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing (“**Encumbrances**”); and
 - (iii) together with all rights, benefits and entitlements attaching thereto as at the Joint Announcement Date and thereafter attaching thereto, including the right to receive and retain all dividends, rights and other distributions (if any) declared, paid or made by the Target Company to the Scheme Shareholders on or after the Joint Announcement Date.
- 5.1.2 in consideration of the transfer of the Target Company Scheme Shares referred to in paragraph 5.1.1 above, each Scheme Shareholder as at the Record Date will be entitled to receive for each Target Company Scheme Share (the “**Scheme Consideration**”), at their election:
- S\$0.23 in cash.
- 5.1.3 The Offeror reserves the right to reduce the Scheme Consideration if and to the extent any distribution or dividend is declared, made or paid by the Target Company on or after the date of the Implementation Agreement

5.2 Scheme Document

Further information on the Scheme and the terms and conditions upon which the Scheme will be implemented by the Target Company and the Offeror will be set out in the document to be issued by the Target Company to the Scheme Shareholders in respect of the Scheme (the “**Scheme Document**”).

5.3 Delisting

Upon the Scheme becoming effective and binding, the Target Company will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

5.4 Switch Option

5.4.1 Pursuant to the terms of the Implementation Agreement, in the event a Target Company Competing Offer (as defined below) or an intention to make a Target Company Competing Offer is announced (whether or not such Target Company Competing Offer is pre-conditional), the Offeror shall have the right, *inter alia*, at its sole discretion to elect to proceed by way of a voluntary conditional cash offer or a preconditional voluntary cash offer made for or on behalf of the Offeror to acquire all the Target Company Scheme Shares on such terms and conditions to be set out in the offer document issued for or on behalf of the Offeror (the “**Offer**”) in lieu of proceeding with the Privatisation by way of the Scheme (the “**Switch Option**”), at any time prior to the date on which the meeting of the Target Company Shareholders to be convened to approve the Scheme or any adjournment thereof (the “**Scheme Meeting**”) is to be held. “**Target Company Competing Offer**” means any offer, proposal or expression of interest by any person other than the Offeror pursuant to which such person or any other person may, whether directly or indirectly, and whether by share purchase, scheme of arrangement, merger or amalgamation, capital reconstruction, purchase of assets, tender offer, general offer, partial offer, joint venture, dual listed company structure or otherwise:

- (i) acquire or become the holder or owner of, or otherwise have an economic interest in:
(a) all or any substantial part of the businesses, assets, revenues and/or undertakings of the Target Company; or (b) more than 50 per cent. of the share capital of the Target Company;
- (ii) merge with the Target Company;
- (iii) benefit under any other arrangement having an effect similar to any of the above; or
- (iv) effect a transaction which would preclude or restrict the Privatisation and/or the Scheme.

5.4.2 If the Offeror exercises the Switch Option, the Offeror will make the Offer on the same or better terms as those which apply to the Scheme (including the same or a higher consideration than the Scheme Consideration) or the Target Company Competing Offer (whichever is the higher), and conditional upon the Offeror having received acceptances that will result in the Offeror and any person acting in concert with it holding more than 50% of the maximum potential Target Company Shares in issue (and not conditional upon a higher level of acceptances). In addition, the Offeror and the Target Company acknowledge that the acceptance condition determined in accordance with this paragraph 5.4.2 may be revised, subject to SIC's consent, if there are any legislative amendments to Section 215 of the Companies Act, to the extent that such legislative amendments come into force on or after the date of the Implementation Agreement and prior to the exercise of the Switch Option, and such amendments alter the shareholding percentage required to be held by the Offeror in order for the Offeror to exercise its rights of compulsory acquisition under Section 215(1) of the Companies Act.

- 5.4.3 In such event, the Target Company and the Offeror have agreed that the Implementation Agreement shall terminate with effect from the date of announcement by or on behalf of the Offeror of a firm intention to make the Offer, and none of the Parties shall have any claim against the others thereunder (except for any claim in respect of certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law ("**Surviving Provisions**")).

6. Scheme Conditions

6.1 Scheme Conditions.

The Privatisation is conditional upon the satisfaction (or, where applicable, the waiver) of a number of conditions precedent (the "**Scheme Conditions**") which are set out in Schedule 1 hereto.

6.2 Benefits of Scheme Conditions

6.2.1 The Offeror's Benefit

The Offeror alone may waive the Scheme Conditions in paragraph 6 (in relation to any Prescribed Occurrence relating to the Target Company or any Target Company Group Entity, as set out in Part 2 of Schedule 2 hereto), paragraph 7 (in relation to any breach of Warranties by the Target Company) of Schedule 1 hereto. Any breach or non-fulfilment of any such Scheme Conditions may be relied upon only by the Offeror. The Offeror may at any time and from time to time at its sole and absolute discretion waive in writing any such breach or non-fulfilment.

6.2.2 The Target Company's Benefit

The Target Company alone may waive the Scheme Conditions in paragraph 6 (in relation to any Prescribed Occurrence relating to the Offeror, as set out in Part 1 of Schedule 2 hereto) and paragraph 8 (in relation to any breach of Warranties by the Offeror) of Schedule 1 hereto. Any breach or non-fulfilment of any such Scheme Conditions may be relied upon only by the Target Company. The Target Company may at any time and from time to time at its sole and absolute discretion waive in writing any such breach or non-fulfilment.

6.2.3 Mutual Benefit

The non-fulfilment of the Scheme Condition in paragraph 5 (in relation to there being no illegality) of Schedule 1 hereto is capable of being waived with the consent in writing of both the Offeror and the Target Company (to the extent legally permissible).

6.2.4 Other Scheme Conditions

For the avoidance of doubt, the Offeror and the Target Company agree that the Scheme Conditions in paragraph 1 (in relation to approval of the Scheme by the Scheme Shareholders), paragraph 2 (in relation to the grant of the Scheme Court Order), paragraph 3 (in relation to the lodgement of the Scheme Court Order) and paragraph 4 (in relation to Regulatory Approvals) of Schedule 1 hereto are not capable of being waived by either the Offeror or the Target Company or by both the Offeror and the Target Company.

7. Termination

7.1 Right to Terminate.

- 7.1.1 If any of the Scheme Conditions set out in paragraph 1 (in relation to approval of the Scheme by the Scheme Shareholders), paragraph 2 (in relation to the grant of the Scheme Court Order), paragraph 3 (in relation to the lodgement of the Scheme Court Order) or paragraph 4 (in relation to Regulatory Approvals) of Schedule 1 hereto is not satisfied, or if the Scheme has not become effective in accordance with its terms on or before 5.00 p.m. on the date falling six months from the Joint Announcement Date (or such other date as may be agreed in writing between the Offeror and the Target Company) (the “**Cut-Off Date**”), either the Offeror or the Target Company may immediately terminate the Implementation Agreement by notice in writing to the other party.
- 7.1.2 If the Scheme Condition set out in paragraph 5 (in relation to there being no illegality) of Schedule 1 hereto is not satisfied, or is incapable of being satisfied, or if applicable, has not been or will not be waived, on or before 5.00 p.m. on the Cut-Off Date, either the Offeror or the Target Company may immediately terminate the Implementation Agreement by notice in writing to the other party.
- 7.1.3 If any of the Scheme Conditions set out in paragraph 6 (in relation to any Prescribed Occurrences relating to the Target Company or any the Target Company Group Entity) or paragraph 7 (in relation to any breach of Warranties by the Target Company) of Schedule 1 hereto is not satisfied, or is incapable of being satisfied, or if applicable, has not been or will not be waived, on or before 5.00 p.m. on the Cut-Off Date, the Offeror may terminate the Implementation Agreement by notice in writing to the Target Company.
- 7.1.4 If any of the Scheme Conditions set out in paragraph 6 (in relation to any Prescribed Occurrences relating to the Offeror) or paragraph 8 (in relation to any breach of Warranties by the Offeror) of Schedule 1 hereto is not satisfied, or is incapable of being satisfied, or if applicable, has not been or will not be waived, on or before 5.00 p.m. on the Cut-Off Date, the Target Company may terminate the Implementation Agreement by notice in writing to the Offeror.
- 7.1.5 For the avoidance of doubt, the Offeror and/or the Target Company (as the case may be) may only invoke the non-satisfaction of any of the Scheme Conditions to terminate the Implementation Agreement if it has first consulted the SIC and the SIC gives its approval for, or states that it has no objection to, such termination. In the event any Party intends to consult with the SIC in relation to the termination of the Implementation Agreement, it shall give prior written notice of such intention to the other Parties.
- 7.2 Effect of Termination. In the event of termination of the Implementation Agreement by either the Target Company or the Offeror (as the case may be) pursuant to the terms of the Implementation Agreement:
- 7.2.1 the Implementation Agreement shall cease to have any further force or effect (save for the Surviving Provisions); and
- 7.2.2 neither party shall have any further liability or obligation to the other party (save for the Surviving Provisions),
- provided always that such termination shall not prejudice the rights of either party which have accrued or arisen prior to such termination.
- 7.3 Except as provided under paragraph 7.1 or for fraud, no Party may terminate or rescind the Implementation Agreement.

8. Specific Obligations of the Target Company

The specific obligations of the Target Company are set out in Schedule 3 hereto.

9. Offeror's Future Intentions for the Target Company Group

Save as disclosed in this Joint Announcement, there is presently no intention to (i) introduce any major changes to the business of the Target Company Group; (ii) re-deploy the fixed assets of the Target Company Group; or (iii) discontinue the employment of the employees of the Target Company Group, in each case, save in the ordinary course of business or as a result of any internal reorganisation or restructuring which may be implemented after the Scheme. However, the Offeror retains and reserves the right and flexibility at any time and from time to time to consider any options or opportunities in relation to the Group which may present themselves or which the Offeror may regard to be in the interests of the Offeror and the Target Company Group.

10. Approvals Required

10.1 Scheme Meeting and Court Sanction.

The Scheme will require, inter alia, the following approvals:

10.1.1 the approval of the Scheme by a majority in number of the Scheme Shareholders representing three-fourths in value of the Target Company Scheme Shares held by Scheme Shareholders present and voting either in person or by proxy at the Scheme Meeting; and

10.1.2 the grant of the Scheme Court Order sanctioning the Scheme and such Scheme Court Order having become final.

10.2 SIC Confirmations

Pursuant to the application made by the Offeror to the SIC, the SIC has confirmed, inter alia, that:

10.2.1 the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29, 33.2 and Note 1(b) on Rule 19 of the Code, subject to the following conditions:

- (a) the Offeror and its concert parties, and the common substantial shareholders of the Offeror and the Target Company abstain from voting on the Scheme,
- (b) the Target Company appoints an independent financial adviser to advise the Scheme Shareholders on the Scheme;

10.2.2 it has no objections to the Scheme Conditions; and

10.2.3 (a) the Offeror may exercise the Switch Option, subject to:

- (i) the Offer being on the same or better terms as those which apply to the Scheme or the Target Company Competing Offer (whichever is the higher),
- (ii) the acceptance condition to the Offer being set at only more than 50% of the maximum potential Target Company Shares in issue (and not conditional upon a higher level of acceptances),
- (iii) prior consultation with the SIC to determine the offer timetable that should apply to the Offer following the exercise of the Switch Option, and

- (iv) disclosure in the Announcement and the Scheme Document of the fact that the Offeror reserves the right to exercise the Switch Option; and
- (b) the Scheme Conditions, to the extent applicable to the event of an Offer, may similarly be imposed as conditions precedent to the Offer becoming unconditional in all respects only after consultation with the SIC prior to the exercise of the Switch Option;

10.2.4 Mr Ngo is exempted from the requirement to make a recommendation on the Scheme to shareholders of the Target Company. Mr Ngo, however, must still assume responsibility for the accuracy of facts stated and opinions expressed in documents or advertisements issued by, or on behalf of, the Target Company in connection with the Scheme

11. Confirmation of Financial Resources

DBS Bank Ltd. (“**DBS**”), being the financial adviser to the Offeror in connection with the Privatisation and the Scheme, confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Target Company Scheme Shares to be acquired by the Offeror pursuant to the Scheme.

12. Financial Adviser

12.1 Financial Adviser to the Offeror

DBS is the financial adviser to the Offeror in respect of the Privatisation and the Scheme

12.2 Independent Financial Adviser to the Non-conflicted Directors

The Target Company will be appointing SAC Capital Private Limited as the independent financial adviser (the “**IFA**”) to advise the directors of the Target Company who are considered to be independent for the purposes of the Scheme (collectively, the “**Non-conflicted Directors**”) for the purposes of making a recommendation to the Scheme Shareholders in connection with the Scheme. Full details of the Scheme including the recommendation of the Non-conflicted Directors along with the advice of the IFA (the “**IFA Letter**”) will be included in the Scheme Document.

13. Scheme Document and Indicative Timeline

The Scheme Document containing full details of the Scheme (including the recommendation of the Non-conflicted Directors along with the IFA Letter) and giving notice of the Scheme Meeting to approve the Scheme will be despatched to the Scheme Shareholders in due course.

Scheme Shareholders are advised to refrain from taking any action in relation to their Target Company Shares which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations of the Non-conflicted Directors on the Scheme as well as the advice of the IFA set out in the Scheme Document.

Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

The indicative timeline for the Privatisation and the Scheme is set out in **Schedule 4** to this Joint Announcement.

14. Disclosure of Interests

14.1 Target Company

As at the Joint Announcement Date, the interests in the Target Company Shares held by the directors of the Target Company are set out below:

Name of Director	Direct Interest		Deemed Interest		Total Interest	
	No. of Target Company Shares	%	No. of Target Company Shares	%	No. of Target Company Shares	%
Mr Henry Ngo						
– Through Goldvein Holdings Pte. Ltd.	-	-	105,597,660 ⁽ⁱ⁾⁽ⁱⁱ⁾	79.68	105,597,660	79.68
– In own name	1,720,000	1.30	-	-	1,720,000	1.30

Notes:-

- (i) Mr Henry Ngo has a 21.26% direct interest and a deemed interest of 3.18% (held through Allsland Pte Ltd) in the Offeror. He also holds 40% interest in the issued share capital of Goldvein Holdings Pte Ltd (“**Goldvein**”) which in turn holds 59.78% shareholding interest in the issued share capital of the Offeror. The Offeror in turn holds 104,611,560 Target Company Shares (comprising 78.94% shareholding interest) and 986,100 Target Company Shares (comprising 0.74% shareholding interest) (held through Coop International Pte Ltd) in the Target Company. Goldvein Holdings Pte. Ltd. and Mr Henry Ngo are deemed interested in the 105,597,660 Target Company Shares held by the Offeror by virtue of Section 7 of the Companies Act.
- (ii) Mr Henry Ngo, Mr Djit Sianandar, Mr James Sookanan and Mr Witu Sianandar are siblings who each hold approximately 20% or more of the shares in Goldvein Holdings Pte. Ltd. and accordingly, are each deemed to be interested in the 105,597,660 Target Company Shares deemed to be held by Goldvein Holdings Pte. Ltd. by virtue of Section 7 of the Companies Act.

Save as disclosed in this Joint Announcement, no director or controlling shareholder of the Target Company has any interest in the Scheme (other than by reason only of being a director of the Target Company or a Target Company Shareholder).

14.2 Offeror

14.2.1 Holdings in the Target Company

As at the Joint Announcement Date, save as set out in paragraph 14.1 of this Joint Announcement, none of (A) the Offeror, (B) the directors of the Offeror and (C) the Financial Adviser (collectively, the “**Relevant Persons**”) owns, controls or has agreed to acquire any: (i) (a) Target Company Shares, (b) securities which carry voting rights in the Target Company and (c) convertible securities, warrants, options or derivatives in respect of such Target Company Shares or securities which carry voting rights in the Target Company (collectively, the “**Target Company Securities**”). In this regard, besides the Target Company Shares, the Target Company has not issued any other Target Company Securities.

14.2.2 Dealings in Target Company Securities

Save as set out in this Joint Announcement, none of the Relevant Persons has dealt in any Target Company Securities during the three-month period prior to the Joint Announcement Date.

14.2.4 Confidentiality

In the interests of confidentiality, save for the Relevant Persons, the Offeror has not made enquiries in respect of certain other parties who are or may be deemed to be acting in concert with it in connection with the Scheme. Similarly, in the interests of confidentiality, the Financial Adviser has not made any enquiries in respect of the other members of their groups. Further enquiries will be made of such persons subsequent to this Joint Announcement and the relevant disclosures will be made in due course and in the Scheme Document.

Disclosures of the following in the Joint Announcement were made only in respect of (i) the Offeror, its directors and its wholly owned subsidiaries; and (ii) the Financial Adviser, but not in respect of any other person acting or deemed acting in concert with the Offeror in connection with the Scheme:

- (a) the number of Target Company Shares owned, controlled or agreed to be acquired by the Offeror and the Financial Adviser respectively as of the date of the Announcement; and
- (b) whether the Offeror, its directors, its wholly-owned subsidiaries or the Financial Adviser has dealt in any Target Company Shares during the three-month period prior to the Joint Announcement and, if so, particulars of such dealings.

Subsequent to the Joint Announcement, the Offeror will ask all persons acting or deemed acting in concert with it in connection with the Scheme to notify it of (i) the number of Target Company Shares which they own, control or have agreed to acquire as of the date of the Joint Announcement and (ii) their dealings in the Target Company Shares during the three-month period prior to the Joint Announcement. The Offeror will promptly advise SIC of any such holdings or dealings.

The SIC has confirmed that it has no objections to the disclosures set out above, subject to the Offeror promptly making enquiries subsequent to the release of the Joint Announcement of all other persons acting or presumed to be acting in concert with it on the number of Target Company Shares owned, controlled or agreed to be acquired by them, and advising SIC of any such holdings or dealings. If the aggregate number of Target Company Shares owned, controlled or agreed to be acquired by such other parties acting or presumed to be acting in concert with the Offeror represents 0.5% or more of the total issued Shares, the Offeror must promptly announce such holdings to the public.

15. Overseas Shareholders

The applicability of the Scheme to the Scheme Shareholders whose addresses are outside Singapore, as shown on the register of members of the Target Company or in the records of The Central Depository (Pte) Limited (each, an “**Overseas Target Company Shareholder**”) (as the case may be) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Target Company Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions. Where there are potential restrictions on sending the Scheme Document to any overseas jurisdiction, the Offeror reserves the right not to send such documents to the Scheme Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Scheme Shareholders (including the Overseas Target Company Shareholders), including those to whom the Scheme Document will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction. Overseas Target Company Shareholders who are in doubt about their positions should consult their own professional advisers in the relevant jurisdictions. Further details in relation to Overseas Target Company Shareholders will be contained in the Scheme Document.

16. Documents for Inspection

A copy the Implementation Agreement will be made available for inspection during normal business hours at the registered office of the Target Company from the Joint Announcement Date up until the Effective Date.

17. Responsibility Statements

17.1 Target Company

The directors of the Target Company (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement which relate to the Target Company (excluding information relating to the Relevant Persons or any opinion expressed by the Relevant Persons, where such excluded information includes, without limitation, the information set out in paragraph 14 above) are fair and accurate and that, where appropriate, no material facts which relate to the Target Company have been omitted from this Joint Announcement, and the directors of the Target Company jointly and severally accept responsibility accordingly. Where any information which relates to the Target Company has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Relevant Persons, the sole responsibility of the directors of the Target Company has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Target Company do not accept any responsibility for any information relating to the Relevant Persons or any opinion expressed by the Relevant Persons (including, without limitation, the information set out in paragraph 14 above).

17.2 Offeror

The directors of the Offeror (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Joint Announcement (excluding information relating to the Target Company or any opinion expressed by the Target Company) are fair and accurate and that, where appropriate, no material facts in relation thereto have been omitted from this Joint Announcement, and the directors of the Offeror jointly and severally accept responsibility accordingly. Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Target Company, the sole responsibility of the directors of the Offeror has been to ensure that, through reasonable enquiries, such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement. The directors of the Offeror do not accept any responsibility for any information relating to or any opinion expressed by the Target Company.

17 October 2022

By order of the Board
Colex Holdings Limited

By order of the board of directors
Bonvests Holdings Limited

Any queries relating to this Joint Announcement, the Privatisation or the Scheme should be directed to the following:

DBS Bank Ltd.
Strategic Advisory
Tel: +65 6878 6347

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s or the Target Company’s (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Target Company Shareholders and investors of the Offeror and the Target Company should not place undue reliance on such forward-looking statements, and neither the Offeror nor the Target Company undertakes any obligation to update publicly or revise any forward-looking statements.

Schedule 1

Scheme Conditions

All capitalised terms used and not defined in this Schedule 1 shall have the same meanings given to them in the Implementation Agreement.

The Privatisation is conditional upon the satisfaction (or, where applicable, the waiver) of the following Scheme Conditions:

1. **Approval by Scheme Shareholders:** the approval of the Scheme by a majority in number representing three-fourths in value of the Scheme Shareholders present and voting at the Scheme Meeting pursuant to the requirements of Section 210(3AB) of the Companies Act;
2. **Court Order:** the grant of the Scheme Court Order sanctioning the Scheme and such Scheme Court Order having become final;
3. **Lodgement of Court Order with ACRA:** the lodgement of the Scheme Court Order in accordance with Section 210(5) of the Companies Act;
4. **Regulatory Approvals:** prior to the first application to the Court for the order to convene the Scheme Meeting, the following Regulatory Approvals having been obtained or granted and remaining in full force and effect from the date such Regulatory Approvals are obtained or granted up to the Relevant Date and where such Regulatory Approvals are subject to conditions, such conditions being satisfied on or prior to the Relevant Date:
 - (a) confirmation from the SIC that Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code do not apply to the Scheme, subject to any conditions that the SIC may deem fit to impose;
 - (b) confirmation from the SIC that it has no objections to the Scheme Conditions;
 - (c) confirmation from the SIC that it has no objections should the Offeror exercise the Switch Option at any time prior to the Scheme Meeting in the event of a Competing Offer, subject to, inter alia, the Offer being on same or better terms as those which apply to the Scheme and consultation with SIC to determine the offer timetable that should apply to the Offer following the exercise of the Switch Option; and
 - (d) approval-in-principle from the SGX-ST for the proposed delisting of the Target Company from the SGX-ST.
5. **No Illegality:** between the date of the Implementation Agreement and up to the Relevant Date:
 - (a) no order, injunction, judgment or decree issued by any Governmental Authority or other legal restraints or prohibition preventing the consummation of the Privatisation or implementation of the Scheme shall be in effect;
 - (b) no bona fide official proceeding initiated by any Governmental Authority shall be pending which has the effect of restraining, enjoining or otherwise preventing the consummation of the Privatisation or implementation of the Scheme or resulting in the same; and
 - (c) no law shall have been enacted, entered, promulgated or enforced by any Governmental Authority that prohibits, restricts or makes illegal the consummation of the Privatisation or the implementation of the Scheme;

6. **No Prescribed Occurrence:** between the date of the Implementation Agreement and up to the Relevant Date, no Prescribed Occurrence (as set out in Schedule 2 hereto) in relation to (i) the Offeror or (ii) the Target Company or any Target Company Group Entity, in each case, occurring other than as required or contemplated by the Implementation Agreement or the Scheme;
7. **Target Company Warranties:** there having been no material breach by the Target Company of its Target Company Warranties given under the Implementation Agreement as at the date of the Implementation Agreement and as at the Relevant Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case which has resulted in a material adverse effect on the business of the Target Company Group (taken as a whole) and is material in the context of the Scheme; and
8. **Offeror Warranties:** there having been no material breach by the Offeror of its Warranties given under the Implementation Agreement as at the date of the Implementation Agreement and as at the Relevant Date as though made on and as at each such date except to the extent any Warranty expressly relates to an earlier date (in which case as at such earlier date), in each such case which has resulted in a material adverse effect on the business of the Offeror (taken as a whole) and is material in the context of the Scheme.

For the purpose of the Implementation Agreement, (i) in relation to the **Target Company Warranties**, references to “**material**” and/or “**material adverse effect**” shall mean (a) any such occurrence which has the effect of decreasing the net asset value of the Target Company Group as at 30 June 2022 (the “**30 June Target NAV**”), being the latest announced net asset value of the Target Company Group; by twenty percent (20%); or (b) any such amount which is equivalent to twenty percent (20%) of the 30 June Target NAV, as the case may be; and (ii) in relation to the **Offeror Warranties**, references to “**material**” and/or “**material adverse effect**” shall mean (a) any such occurrence which has the effect of decreasing the net asset value of the Offeror Group as at 30 June 2022 (the “**30 June Offeror NAV**”), being the latest announced net asset value of the Offeror Group; by twenty percent (20%); or (b) any such amount which is equivalent to twenty percent (20%) of the 30 June Offeror NAV, as the case may be.

Schedule 2

Prescribed Occurrence

All capitalised terms used and not defined in this Schedule 2 shall have the same meanings given to them in the Implementation Agreement.

Part 1 – Prescribed Occurrence in relation to the Offeror

“**Prescribed Occurrence**” means, in relation to the Offeror, any of the following:

1. **Injunction:** an injunction or other order issued against the Offeror by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Privatisation or any part thereof by the Offeror;
2. **Resolution for Winding Up:** the Offeror resolving that it be wound up;
3. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Offeror;
4. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Offeror;
5. **Composition:** the Offeror entering into any arrangement or general assignment or composition for the benefits of its creditors generally;
6. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Offeror;
7. **Insolvency:** the Offeror becoming or being deemed by Law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
8. **Cessation of Business:** the Offeror ceases or threatens to cease for any reason to carry on business in the usual and ordinary course;
9. **Investigations and Proceedings:** if the Offeror or any of its directors is the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
10. **Analogous Event:** any event occurs which, under the Laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

Part 2 – Prescribed Occurrence in relation to the Target Company (and where applicable, any Target Company Group Entity)

“Prescribed Occurrence” means, in relation to the Target Company (or where applicable, any Target Company Group Entity), any of the following:

1. **Conversion of Shares:** any Target Company Group Entity converting all or any of its shares into a larger or smaller number of shares;
2. **Share Buy-back:** any Target Company Group Entity (a) undertaking any share buy-backs pursuant to its existing share buy-back mandate; or (b) entering into a share buy-back agreement or resolving to approve the terms of a share buy-back agreement under the Companies Act or the equivalent companies or securities legislation;
3. **Alteration of Share Capital:** any Target Company Group Entity resolving to reduce or otherwise alter its share capital in any way;
4. **Allotment of Shares or Units:** any Target Company Group Entity making an allotment of, or granting an option to subscribe for, any shares, units or securities convertible into shares or units or agreeing to make such an allotment or to grant such an option or convertible security;
5. **Issuance of Debt Securities:** any Target Company Group Entity issuing, or agreeing to issue, convertible notes or other debt securities;
6. **Dividends:** any Target Company Group Entity declaring, making or paying any dividends or any other form of distribution to its shareholders, except for any dividends declared, paid or made in the ordinary course of business;
7. **Injunction:** an injunction or other order issued against any Target Company Group Entity by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Privatisation or any part thereof by any Target Company Group Entity;
8. **Resolution for Winding Up:** any Target Company Group Entity resolving that it be wound up;
9. **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of any Target Company Group Entity;
10. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of any Target Company Group Entity;
11. **Composition:** any Target Company Group Entity entering into any arrangement or general assignment or composition for the benefits of its creditors generally;
12. **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of any Target Company Group Entity;
13. **Insolvency:** any Target Company Group Entity becoming or being deemed by Law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
14. **Cessation of Business:** any Target Company Group Entity ceases or threatens to cease for any reason to carry on business in the usual ordinary course;

15. **Investigations and Proceedings:** if any Target Company Group Entity or any of their respective directors is the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
16. **Analogous Event:** any event occurs which, under the Laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

Schedule 3

Specific Obligations

All capitalised terms used and not defined in this Schedule 3 shall have the same meanings given to them in the Implementation Agreement.

The specific obligations of the Target Company are as follows:

1. **Joint Announcement:** release the Joint Announcement jointly with the Offeror on the SGX-ST on the Joint Announcement Date;
2. **Implementation of the Scheme:** use its reasonable endeavours to procure that the Scheme is implemented on the terms set out in the Implementation Agreement and to be set out in the Scheme Document including complying with all procedures and processes imposed by the Court in connection with the Scheme;
3. **IFA:** appoint an IFA to (a) advise the Non-conflicted Directors in connection with the Scheme; and (b) publicly state in its opinion whether the terms of the Scheme are fair and reasonable;
4. **Scheme Document and Approval of Documents by the Offeror:**
 - (a) prepare the requisite shareholder documents, including the Scheme Document in consultation with the Offeror and in accordance with any order of the Court, the Code, the Companies Act, the Listing Manual and all applicable Laws and regulations and despatch the same; and
 - (b) provide the Scheme Document in draft form to the Offeror with sufficient time for the Offeror's review, being at least five Business Days, or such longer time as the Offeror may reasonably require and obtain the Offeror's written approval (such approval not to be unreasonably withheld or delayed) prior to (I) despatching all documents required for the implementation of the Scheme; (II) the making of any application to the Court under Section 210 of the Companies Act; and (III) the filing of any documents with a Governmental Authority in connection with the Scheme;
5. **Clearance of Scheme Document and SGX-ST approval-in-principle:**
 - (a) file the draft Scheme Document with the Target Company's continuing sponsor (the "**Continuing Sponsor**") for clearance, together with a draft of the IFA opinion;
 - (b) as soon as reasonably practicable after receiving comments or queries from the Continuing Sponsor, file a revised draft of the Scheme Document with the Continuing Sponsor;
 - (c) diligently pursue the Continuing Sponsor's clearance for the draft Scheme Document; and
 - (d) submit the application for the delisting of the Target Company after the Effective Date and diligently pursue the SGX-ST's approval-in-principle of the delisting of the Target Company after the Effective Date;
6. **Scheme Meeting:** subject to obtaining the clearance of the draft Scheme Document from the Continuing Sponsor and the prior written approval-in-principle of the SGX-ST for delisting of the Target Company after the Effective Date:

- (a) apply to the Court for an order under Section 210(1) of the Companies Act to convene the Scheme Meeting and for any ancillary orders relating thereto, all such applications and orders, including the originating summons for the Scheme and all affidavits in support thereof, to be in such form and substance as may be approved by the Offeror, such approval not to be unreasonably withheld or delayed;
 - (b) diligently pursue such application so as to obtain the Court's order to convene the Scheme Meeting and other necessary ancillary orders as soon as reasonably practicable; and
 - (c) convene the Scheme Meeting;
- 7. **Despatch of Documents:** subject to obtaining the Court's order under Section 210(1) of the Companies Act to convene the Scheme Meeting, despatch to the Scheme Shareholders the Scheme Document and appropriate forms of proxy in such form and within such period as may be directed by the Court, each in form and substance reasonably acceptable to the Offeror, for use at the Scheme Meeting;
- 8. **Scheme Court Order:** subject to the Scheme being approved by the requisite majority of the Scheme Shareholders at the Scheme Meeting, apply to the Court for the Scheme Court Order and for any ancillary orders relating thereto (all such applications, orders and all affidavits in support thereof, including the Scheme Court Order, to be in such form and substance as may be approved by the Offeror, such approval not to be unreasonably withheld or delayed) and diligently pursue such application so as to obtain the sanction and confirmation of the Scheme by the Court as soon as reasonably practicable;
- 9. **Lodgement of Scheme Court Order with ACRA:** subject to the Scheme Court Order being granted, expeditiously deliver a copy of the Scheme Court Order to ACRA for lodgement in accordance with Section 210(5) of the Companies Act;
- 10. **Provision of Information and Consultation with the Offeror:** from the date of the Implementation Agreement until the Effective Date, subject to the Company's and every Target Company Group Entity's legal obligations or restrictions and to every Target Company Group Entity's directors' fiduciary duties, provide (and procure that the Target Company Group and their respective Representatives will so provide) the Offeror with access to such information relating to the Target Company, the Target Company Group, the Target Company's directors and the Target Company's concert parties which the Offeror may reasonably require in relation to or in connection with the Privatisation, the Scheme, the Offeror's financing arrangements or the Offeror's post-Privatisation plans for the Business and to facilitate the timely notification of material matters affecting the Target Company to the Offeror. To the extent that any legal or contractual obligations in relation to third parties or any Target Company Group Entity's directors' fiduciary duties may limit the Target Company's obligations to comply with this paragraph 10 of Schedule 3, the Target Company shall forthwith inform the Offeror of that fact;
- 11. **Access:** upon the Offeror providing reasonable notice and as the Offeror may reasonably require, make available its Representatives during Working Hours to discuss and assist with the Offeror's transition planning and financing arrangements;
- 12. **Directors' Responsibility:** ensure that its directors shall take responsibility for all information included in the Scheme Document (other than information relating to the Offeror and its concert parties provided by or on behalf of the Offeror to the Target Company for inclusion in the Scheme Document) and all ancillary documents, as required by all applicable Laws and regulations, including any order of the Court, the Code, the Listing Manual and the Companies Act;

13. **No Action:** save for the exercise of any of its rights under the Implementation Agreement and subject to the Target Company's legal obligations or restrictions, take no action which may be prejudicial to the completion of the Privatisation or the implementation of the Scheme;
14. **Conduct of Business by the Target Company Group:** subject to the Target Company's legal obligations or restrictions, during the period from the date of the Implementation Agreement up to (and including) the Effective Date or the date on which the Implementation Agreement is terminated pursuant to Clause 4 thereof, undertake that the Target Company (and undertake to procure that all the Target Company Group Entities):
- (a) shall carry on the Business of the Target Company Group as a going concern in the ordinary and usual course consistent with past practices, and save insofar as otherwise agreed in writing by the Offeror, not:
 - (i) alter the general nature or scope of its Business;
 - (ii) effect any material change in strategy, or enter into any new joint ventures if and to the extent that doing so would represent a material deviation from the current business strategy of the Target Company Group or entry into a new geographic market; or
 - (iii) take any action which would be prejudicial to, or could reasonably be expected to materially delay the successful outcome of the Scheme; and
 - (b) without prejudice to the generality of paragraph 14(a) of this Schedule 3 and save as required by Law, shall not (and shall procure that all the Target Company Group Entities shall not), without the prior written consent of the Offeror (such consent not to be unreasonably withheld or delayed):
 - (i) to the extent it is within its power or control, make, permit or suffer any Prescribed Occurrences;
 - (ii) modify, amend or waive the terms of any material contracts, if such modification, amendment or waiver would have a material adverse effect on the financial position of the Target Company Group (taken as a whole);
 - (iii) enter into any agreements or arrangements containing a change in control provision which would give a counterparty any rights exercisable as a result of the Scheme or Privatisation;
 - (iv) incur any additional borrowings or incur any other indebtedness other than in the ordinary and usual course of business, provided that the aggregate borrowings shall not exceed S\$100,000 in aggregate;
 - (v) make any change to its accounting practices or policies or amend its Constitutional Documents, other than for compliance with applicable Law; and/or
 - (vi) make (or seek the approval of the Court to make) any amendments to the Scheme Document after it has been despatched to the Scheme Shareholders or adjournment of the Scheme Meeting in respect of the Scheme, provided that nothing in paragraph 14 of this Schedule 3 shall restrict any Target Company Group Entity from fulfilling its obligations under existing contractual commitments, which have been disclosed to the Offeror prior to the date of the Implementation Agreement.

15. **Appointment of the Offeror's Nominees, etc.:** as soon as practicable after the Effective Date, but in any event not later than two Business Days thereafter, the Target Company will appoint such nominees of the Offeror to the Target Company's Board of Directors as the Offeror may direct, subject to applicable Laws and restrictions under the Constitutional Documents of the Target Company; and
16. **Appeal Process:** if the Court refuses to make any orders convening the Scheme Meeting or approving the Scheme, the Target Company shall appeal the Court's decision to the fullest extent possible (except to the extent that the Parties agree otherwise in writing). If an appeal of the Court's decision is made by the Target Company, the Offeror shall furnish to the Target Company and its advisers such information relating to the Offeror and its concert parties as required by them for the purposes only of the appeal and, where necessary, provide all reasonable assistance as the Target Company and its advisers may reasonably request for the purposes of the appeal;

Schedule 4

Indicative Timeline

All dates and times below are to Singapore dates and times. The timeline below is indicative only and subject to change. Please refer to future SGXNET announcement(s) by the Target Company and/or the Offeror for exact dates of these events.

Event	Date
Expected date of Scheme Meeting for Scheme Shareholders ⁽ⁱ⁾	First quarter of 2023
Expected Effective Date of the Scheme ⁽ⁱⁱ⁾	First quarter of 2023
Expected delisting of the Target Company	First quarter of 2023

Notes:

- (i) The dates of the Court hearings of the application to (i) convene the Scheme Meeting and (ii) approve the Scheme will depend on the dates that are allocated by the Court.
- (ii) The Scheme will only become effective and binding upon lodgement of the Scheme Court Order with ACRA. The Scheme Court Order will be lodged with ACRA after the satisfaction (or, where applicable, waiver) of all the Scheme Conditions.