

MOOREAST HOLDINGS LTD.

(Company Registration No.: 202120164D)

ENTRY INTO CONVERTIBLE LOAN AGREEMENT

1 INTRODUCTION

- 1.1 The board of directors ("**Board**" or "**Directors**") of Mooreast Holdings Ltd. ("**Company**", and together with its subsidiaries and affiliates, "**Group**") refer to the Company's announcement dated 13 June 2024 ("**Previous Announcement**") in relation to the Company's entry into a non-binding term sheet for a proposed convertible loan in the principal amount of S\$20,010,000 ("**Convertible Loan**") with SG-RT Fund as Sub-Fund of CEC-SG VCC ("**Lender**", and together with the Company, "**Parties**") on 13 June 2024 ("**Term Sheet Execution Date**"). Unless otherwise defined, all capitalised terms used herein shall bear the same meanings as ascribed in the Previous Announcement.
- 1.2 The Board is pleased to announce that following negotiations between the Parties, the Company has on 13 August 2024 entered into a convertible loan agreement ("**Convertible Loan Agreement**") with the Lender, pursuant to which the Lender shall extend to the Company the Convertible Loan.

2 DETAILS OF THE LENDER

- 2.1 The Lender is a registered sub-fund of CEC-SG VCC, an umbrella variable capital company incorporated under the Variable Capital Companies Act 2018 of Singapore, and managed by N PrimePartners Capital Pte Ltd, which holds a capital markets services license for fund management under the Securities and Futures Act 2001 of Singapore.
- 2.2 As at the date of this announcement, the Lender does not hold, directly or indirectly, any shares in the Company.
- 2.3 The Lender has confirmed that (a) it is and shall be the legal and beneficial shareholder of the Conversion Shares upon their issue and allotment, and shall not be holding any of the Conversion Shares on trust or for the benefit of any other person or company; (b) save as disclosed in this announcement, it is not acting in concert with any other person or company, and has not entered into any agreement, arrangement or understanding (whether oral or in writing) with any person or company to act as parties in concert in relation to any shares in the capital of the Company, within the definition of the Singapore Code on Take-overs and Mergers; and (c) it is not an interested person as defined under Chapter 9 of the Catalist Rules of the SGX-ST ("**Catalist Rules**") and do not fall under Rule 812(1) of the Catalist Rules.
- 2.4 The Lender was introduced to the Company by Lance Capital Pte Ltd. The introducer is a consulting firm whose core businesses includes both advisory and investment works. A success fee of 3.0% of the Convertible Loan issued by the Company shall be paid to the introducer in cash by the Company. As at the date hereof, the introducer has confirmed that it is not related to any of the Directors, substantial shareholders of the Company or their respective associates and there is no connection (including any business relationships) between the Directors or substantial shareholders of the Company and the introducer, its directors and substantial shareholders.

3 PRINCIPAL TERMS OF THE CONVERTIBLE LOAN AGREEMENT

The following are the principal terms of the Convertible Loan Agreement:

3.1 Drawdown

The Convertible Loan is to be disbursed in two (2) tranches as follows:

3.1.1 The Deposit of S\$1,000,000 is to be disbursed to the Company within sixty (60) days from the Term Sheet Execution Date. The Lender has on 13 August 2024 requested in writing for an extension of time to pay the Deposit, and the Company has agreed to extend the deposit disbursement date by an additional seven (7) days.

3.1.2 The Balance Loan Sum of S\$19,010,000 is to be disbursed to the Company within thirty (30) days from the Closing Certificate (as defined below).

3.2 Conditions

3.2.1 The disbursement of the Balance Loan Sum shall be conditional upon the satisfaction (or waiver) of the Conditions (as set out below) on or before the expiry of ninety (90) days from the Term Sheet Execution Date or such other date as may be agreed in writing between the Parties ("**Long Stop Date**"):

- (a) the Lender has obtained approval from the relevant government or competent authority in respect of the Balance Loan Sum to be made by the Lender to the Company on the terms hereof;
- (b) the Lender has completed all relevant due diligence on the Company (whether legal, operational, financial, or otherwise), and is reasonably satisfied with the results of such due diligence;
- (c) the Company has obtained all relevant approvals and/or consents for the transactions contemplated under the Convertible Loan Agreement including such approval(s) as may be required from its directors, shareholders and the SGX-ST where applicable in respect of the transactions contemplated under the Convertible Loan Agreement including receipt, and non-withdrawal of, the listing and quotation notice from the SGX-ST for the listing of and quotation for the Conversion Shares on the Catalist Board of the SGX-ST; and
- (d) there shall be between the date of the Convertible Loan Agreement and the date of the Closing Certificate (as defined below) no change in the shareholders of the Company who in the aggregate hold more than 50% of the voting control over the Company, excluding any change resulting from the direct and indirect acquisition of shares in the capital of the Company by the Lender and its subsidiaries, affiliates and related corporations ("**Lender Group**").

3.2.2 Where the Lender is not reasonably satisfied with the results of its due diligence, it shall notify the Company of the reasons for such non-satisfaction and the Company shall be given a reasonable time as may be mutually agreed between the Parties to allow the Company to either effect any rectification as may be agreed between the Parties or justify the basis of any such findings to the reasonable satisfaction of the Lender ("**Rectification**"). Following any such Rectification, the Condition in Paragraph 3.2.1(b) above shall be deemed to have been satisfied.

3.2.3 Each Party shall regularly inform the other Party of the progress of the fulfilment of the relevant Condition(s) applicable to it, and notify the other Party in writing as soon as it is aware of the fulfilment of the relevant Condition or that a Condition has become incapable of fulfilment, and provide the other Party with evidence reasonably required by the other Party of the fulfilment (or non-fulfilment) of each Condition.

- 3.2.4 The Lender may at its sole discretion waive any of the Conditions (except for the Condition set out in Paragraph 3.2.1(c) above).
- 3.2.5 Upon the Parties agreeing that the Conditions have been fulfilled, the Company shall deliver to the Lender a duly executed certificate, in a form approved by the Lender (acting reasonably), certifying that the Conditions have been fulfilled ("**Closing Certificate**"). Upon the Lender's receipt of the Closing Certificate, the Lender shall transfer the Balance Loan Sum by electronic funds transfer to the bank account of the Company as designated in writing by the Company within fourteen (14) days of the date of delivery of the Closing Certificate by the Company to the Lender. Any bank transfer and remittance costs arising in connection with the payment of the Balance Loan Sum from the Lender to the Company shall be borne by the Lender.

3.3 Deposit

- 3.3.1 The Lender shall transfer the Deposit by electronic funds transfer to the bank account of the Company designated in writing by the Company, and provide written proof of such remittance to the Company. Any bank transfer and remittance costs arising in connection with the payment of the Deposit shall be borne by the Lender. For the avoidance of doubt, no Interest shall be chargeable on the Deposit following the Company's receipt thereof pending the Company's receipt of the Balance Loan Sum.
- 3.3.2 In the event the Balance Loan Sum is fully disbursed to and received by the Company, the Deposit shall be treated as part of the principal sum of the Convertible Loan.
- 3.3.3 If the Lender fails to fulfil the Condition set out in Paragraph 3.2.1(a) above on or before the Long Stop Date, the Convertible Loan Agreement (save for Clauses 4, 13, 15, 16 and 21 of the Convertible Loan Agreement ("**Surviving Clauses**")) shall *ipso facto* cease and neither Party shall have any claim against any other Party for costs, damages, compensation or otherwise save for any claim by either Party against the other Party arising from an antecedent breach of the terms hereof, and the Company shall not be required to repay the Deposit to the Lender.
- 3.3.4 Unless otherwise waived by the Lender, if the Conditions (except for the Condition set out in Paragraph 3.2.1(a) above) are not fulfilled on or before the Long Stop Date through no fault on the part of the Lender ("**Non-Fulfilled Conditions**"), the Company shall refund the Deposit to the Lender, on an interest-free basis, within thirty (30) days from the date the Parties agree in writing that all the Non-Fulfilled Conditions cannot be fulfilled (the "**Refund Credit Period**") to a bank account of the Lender as designated in writing by the Lender and notified to the Company within the Refund Credit Period, and the Convertible Loan Agreement (save for the Surviving Clauses) shall *ipso facto* cease and neither Party shall have any claim against any other Party for costs, damages, compensation or otherwise, save for any claim by either Party against the other Party arising from an antecedent breach of the terms hereof. If the Company fails to refund the Deposit to the Lender within the Refund Credit Period through no fault of the Lender, the Lender shall be entitled to impose a late payment charge at a rate of 6% per annum, computed on a 365-day year for the actual number of days elapsed between the date immediately following the expiry date of the Refund Credit Period and the date the Deposit is disbursed by the Company to the Lender. Any bank transfer and remittance costs arising in connection with the refund of the Deposit by the Company shall be borne by the Company.

3.4 Interest

The Convertible Loan (comprising the Deposit and the Balance Loan Sum) shall bear interest at a rate of 3.7% per annum on a non-compounded basis (based upon a 365-day year) ("**Interest**") and shall be paid by the Company to the Lender by electronic funds transfer to the bank account of the Lender within thirty (30) days from each anniversary of the date the Company receives the Convertible Loan in full from the Lender.

3.5 Use of Convertible Loan

The Company shall use the Convertible Loan for the Group's working capital, business growth and investment opportunities.

3.6 Maturity Date

The maturity date of the Convertible Loan shall be the date falling on the third anniversary of the date the Company receives the Balance Loan Sum ("**Maturity Date**").

3.7 Repayment

3.7.1 Repayment in cash on Maturity Date: The Company shall repay the Outstanding Amount in cash on the Maturity Date, unless otherwise converted into Conversion Shares. Any bank transfer and remittance costs arising in connection with the repayment shall be borne by the Company.

3.7.2 Conversion Events: The Outstanding Sum may be capitalised and converted into Conversion Shares upon the occurrence of the following:

- (a) The Company has achieved an annual comprehensive profit after tax of S\$12,000,000 in any financial year prior to the Maturity Date, and the Lender has elected in writing to convert the Outstanding Sum into such number of the Conversion Shares which is to be determined by dividing the Outstanding Sum by S\$0.29¹ (the "**Conversion Price**").
- (b) The Parties may, at any time up to and including the Maturity Date, by mutual agreement in writing, elect to convert the Outstanding Amount into such number of Conversion Shares which is to be determined by dividing the Outstanding Sum by the Conversion Price.
- (c) The Lender shall have the right, at any time up to and including the Maturity Date, by written election to the Company to convert the Outstanding Amount into such number of the Conversion Shares which is to be determined by dividing the Outstanding Sum by the Conversion Price.

3.7.3 Number of Conversion Shares: On the basis of the Conversion Price of S\$0.29 per Conversion Share and assuming that the Convertible Loan is converted, the number of Conversion Shares to be issued and allotted to the Lender upon such conversion is as follows:

Number of Conversion Shares issued and allotted	As a percentage of the Company's issued share capital as the date of this announcement ("Existing Share Capital") ⁽¹⁾	As a percentage of the Company's enlarged share capital following conversion ("Enlarged Share Capital") ⁽²⁾
69,000,000	26.6%	21.0%

Notes:

(1) Based on the issued and paid-up share capital of 259,000,000.

(2) Based on the enlarged issued and paid-up share capital of 328,000,000 upon completion of issuance and allotment of 69,000,000 Conversion Shares.

¹ The Conversion Price represents a premium of approximately 151% to the volume weighted average price of S\$0.1156 per Share for trades done on the SGX-ST on 12 August 2024, being the last full market day on which the Shares were traded prior to the date of signing of the Convertible Loan Agreement.

3.7.4 Conversion Process:

- (a) Conversion of the Convertible Loan shall take place within thirty (30) days after the date of the written election of the Lender or the mutual agreement in writing of the Parties, as the case may be ("**Conversion Date**").
- (b) On the Conversion Date, the Company shall issue and allot the Conversion Shares, credited as fully paid to the Lender, subject always to the provisions of applicable laws, listing rules and any other regulations, practice directions or guidelines of The Central Depository Pte Limited ("**CDP**"), requirements of the SGX-ST and the terms of the Convertible Loan Agreement, and the Lender shall have (and shall be deemed to have) accepted the Conversion Shares in satisfaction of the Outstanding Amount so converted. The Outstanding Amount so converted shall cease to carry Interest as at the Conversion Date.

3.8 Events of Default

3.8.1 Each of the following events occurring for as long as the Convertible Loan has not been fully discharged (whether in cash or by way of Conversion Shares) shall be an event of default ("**Event of Default**") unless specifically waived in writing by the Lender:

- (a) the issuance of a notification of delisting by the SGX-ST to the Company or the announcement by the Company of a proposed voluntary delisting;
- (b) the suspension of trading of the Company's shares or the issuance of a notice by any governmental authority having jurisdiction over the Company directing the Company to cease or suspend its business activities;
- (c) a change in shareholders of the Company who have the right to exercise, directly or indirectly, more than 50% of the voting control of the Company attributable to the shares in the capital of the Company, excluding any change made with the prior written consent of the Lender, or resulting from the issuance of the Conversion Shares to the Lender or the acquisition of shares in the capital of the Company by the Lender Group;
- (d) where there is a breach of any term (including but not limited to a breach of the warranties, undertakings and covenants) of this Agreement, and in the case of such breach which is capable of remedy, is not remedied by the Company to the reasonable satisfaction of the Lender within thirty (30) days of the Company's receipt of a notice from the Lender requiring such breach to be remedied;
- (e) the Company (i) stops or threatens to stop payment of any of its debts or is otherwise unable to pay all or any part of its debts without reasonable cause or ceases or threatens to cease to carry on its business or takes proceedings or other steps with a view to rescheduling or deferring its indebtedness or any part of its indebtedness which it shall otherwise be unable to pay when due; (ii) makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally; (iii) becomes insolvent or is unable or legally deemed unable to pay its debts or admits in writing its inability to pay its debts as and when they fall due; or (iv) has a distress or execution or other legal process levied or enforced upon or commenced against any material part of its business, property or assets and such distress, execution or legal process is not terminated or discharged within thirty (30) days;
- (f) an encumbrancer takes possession of, or a receiver, trustee, administrator, judicial manager or other similar officer is appointed over, the whole or any part of the property or assets of the Company;
- (g) any petition is presented or other proceedings initiated for the winding-up, judicial management or administration of the Company which is not discharged for a period of thirty (30) days;

- (h) any disposal of all or substantially all the business or assets of the Company without the Lender's prior written consent, excluding any such disposal to the Lender Group;
- (i) the present or future security constituted by any mortgage or charge upon the whole or any substantial part of the undertaking or assets of the Company shall become enforceable and/or steps are taken to enforce the same;
- (j) any litigation or arbitration proceeding (whether criminal or civil) has been instituted against the Company, and a judgement has been issued thereunder against the Company which would have a material adverse effect on the ability of the Company to carry on its business; and
- (k) any event occurs in relation to the Company which under the laws of any applicable jurisdiction, has an effect analogous or equivalent to any of the above events.

3.8.2 If the Company becomes aware that an Event of Default has occurred or is likely to occur, it shall promptly notify the Lender ("**EOD Notice**") and provide full information and supporting documentation relating to the Event of Default as may be reasonably requested by the Lender. Upon the Lender's receipt of the EOD Notice, the Lender may serve a written notice on the Company ("**Lender Election Notice**") indicating its election convert the Outstanding Amount into Conversion Shares in the manner described in Paragraph 3.7.4 above, or require the Company to immediately repay the Outstanding Amount in cash notwithstanding that such demand is made before the Maturity Date, provided that no Event of Default shall be deemed to have occurred if such Event of Default is capable of remedy and is remedied to the reasonable satisfaction of the Lender within thirty (30) days from the Company's date of receipt of the Lender Election Notice.

3.9 Governing Law

The Convertible Loan Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

4 **AUTHORITY TO ISSUE THE CONVERSION SHARES**

4.1 **The Conversion Shares**

4.1.1 On the assumption that the Convertible Loan is converted in full, the Lender shall be issued and allotted 69,000,000 Conversion Shares representing 26.6% of the Existing Share Capital and 21.0% of the Enlarged Share Capital.

4.1.2 The Company shall, through the Sponsor, W Capital Markets Pte Ltd, make an additional listing application to the SGX-ST for the listing and quotation of the Conversion Shares on the Catalist board of the SGX-ST. The Company shall make the necessary announcement to notify the shareholders upon receipt of the listing and quotation notice from the SGX-ST in respect of the Conversion Shares.

4.2 **Rule 803 of the Catalist Rules**

Rule 803 of the Catalist Rules provides that an issuer shall not issue securities to transfer a controlling interest without prior approval of Shareholders in general meeting. The allotment and issue of the Conversion Shares to the Lender requires the approval of the Shareholders under Rule 803 of the Catalist Rules as the allotment and issue of the Conversion Shares shall result in the transfer of a controlling interest to the Lender. Under the Catalist Rules, a controlling shareholder is a person who directly or indirectly holds 15% or more of the nominal amount of all voting shares in the Company, or a person who in fact exercises control over the Company.

Accordingly, the Company shall, pursuant to Rule 803 of the Catalist Rules, be seeking Shareholders' approval at an extraordinary general meeting to be convened for the allotment and issue of the Conversion Shares which shall result in a potential transfer of a controlling interest to the Lender.

5 RATIONALE FOR THE CONVERTIBLE LOAN AND USE OF PROCEEDS

- 5.1 The Company has entered into the Convertible Loan Agreement primarily to raise funds for the Group's working capital, business growth and investment opportunities.
- 5.2 The estimated net proceeds from the Convertible Loan after deducting expenses of approximately S\$600,000 is approximately S\$19,410,000 ("**Net Proceeds**").
- 5.3 The Net Proceeds shall be utilised by the Company in the following manner:

Use of Proceeds	Percentage Allocation (%)
(i) General corporate and working capital of the Group	25
(ii) Merger and acquisition opportunities	75

- 5.4 Pending deployment of the Net Proceeds, such proceeds may be deposited with banks and/or financial institutions, invested in short-term money market instruments or debt instruments or used for any other purposes on a short-term basis, as the Directors may, in their absolute discretion, deem fit from time to time.
- 5.5 The Company shall make periodic announcements on the utilisation of the net proceeds as and when they are materially disbursed and provide a status report on the use of the net proceeds in the Company's half-year and full-year financial statements issued under Rule 705 of Catalist Rules and the Company's annual report and whether such a use is in accordance with the stated use and in accordance with the stated percentage allocated. Where the proceeds have been used for working capital purposes, the Company shall provide a breakdown with specific details on how such proceeds have been applied. Where there is any material deviation from the stated use of proceeds, the Company shall make the necessary announcement for the reasons for such deviation.

6 DIRECTORS' OPINION

The Directors are of the opinion that, as of the date of this announcement, after taking into consideration:

- (a) the Group's present bank facilities, internal resources and operating cashflows, the working capital available to the Group is sufficient to meet its present requirements, and the Convertible Loan is being undertaken for purposes as set out in Paragraphs 5.1 and 5.3 above; and
- (b) the Group's present bank facilities, internal resources and operating cashflows, and the Net Proceeds, the working capital available to the Group is sufficient to meet its present requirements.

7 FINANCIAL EFFECTS OF THE ISSUANCE AND ALLOTMENT OF THE CONVERSION SHARES

- 7.1 The proforma financial effects of the issuance and allotment of the Conversion Shares are set out below. The proforma financial effects are theoretical in nature and only for illustrative purposes, they do not represent the actual financial position and/or results of the Group's operation after the issuance and allotment of the Conversion Shares and are not indicative of the future financial position and earnings of the Group.
- 7.2 The proforma financial effects of the issuance and allotment of the Conversion Shares are computed based on the Group's audited consolidated financial statements for the financial year ended 31 December 2023 ("FY2023") and the following bases and assumptions:

(a) Effect on Net Tangible Asset ("NTA")

For the purpose of illustration and assuming that the full disbursement of the Convertible Loan and the issuance and allotment of the Conversion Shares had been completed on 31 December 2023 being the end of the most recently audited completed financial year, and based on the Group's FY2023 audited consolidated financial statements, the effect on the NTA per share of the Company as at 31 December 2023 would be as follows:

	Before issuance and allotment of the Conversion Shares	After issuance and allotment of the Conversion Shares
NTA (S\$)	21,343,467	40,753,467 ⁽¹⁾
Total number of Shares	259,000,000	328,000,000
NTA per share (S\$)	0.082	0.124 ⁽¹⁾

(b) Effect on Earnings Per Share ("EPS")

Assuming that the full disbursement of the Convertible Loan and the issuance and allotment of the Conversion Shares had been completed on 1 January 2023 being the beginning of the most recently audited completed financial year, the effect on the EPS of the Company for FY2023 would be as follows:

	Before issuance and allotment of the Conversion Shares	After issuance and allotment of the Conversion Shares
(Loss)/Profit net of tax	(1,847,173)	(2,447,173)
Total number of Shares	259,000,000	328,000,000
EPS (S\$)	(0.0071)	(0.0075) ⁽¹⁾

(1) Exclude professional fees relating to the Proposed Acquisition which are expected to be immaterial.

8 CHANGES IN THE SHAREHOLDING INTEREST OF SUBSTANTIAL SHAREHOLDERS AND THE LENDER

The shareholding interests of the substantial shareholders of the Company and the Lender, as a percentage of the current share capital of the Company as at the date of this announcement and as a percentage of the enlarged share capital of the Company after (and assuming) the issuance of the maximum number of Conversion Shares are as set out in Annex A:

9 INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

To the best knowledge of the Directors, save as disclosed in this announcement, none of the Directors or controlling shareholders or their associates of the Company has any interest, direct or indirect, in the Lender or any other transaction contemplated under the Convertible Loan Agreement, other than through their respective shareholding interests in the Company (if any).

10 DIRECTOR'S SERVICE CONTRACT

No person is proposed to be appointed as a director of the Company in connection with the Convertible Loan Agreement.

11 DOCUMENTS AVAILABLE FOR INSPECTION

Shareholders should note that a copy of the Convertible Loan Agreement shall be available for inspection during normal business hours at the Company's registered office at 51 Shipyard Road, Mooreast Offshore Base, Singapore 628139 for a period of three (3) months from the date of this announcement.

12. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Convertible Loan 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.

13 TRADING CAUTION

Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders are advised to refrain from taking any action in respect of their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. In the event of any doubt, shareholders should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisors.

BY ORDER OF THE BOARD

Sim Koon Lam
Chief Executive Officer

13 August 2024

This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, W Capital Markets Pte. Ltd. (the "Sponsor"), for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited ("SGX-ST"). This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the accuracy, completeness or correctness of any of the information, statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Ms Alicia Chang, Registered Professional, W Capital Markets Pte. Ltd., at 65 Chulia Street, #43-01, OCBC Centre, Singapore 049513, telephone (65) 6513 3525.

Annex A

	<i>As at the date of this announcement</i>				<i>After allotment and issuance of the Conversion Shares</i>			
	<i>Direct</i>		<i>Deemed</i>		<i>Direct</i>		<i>Deemed</i>	
	<i>No. of Shares</i>	<i>%</i>	<i>No. of Shares</i>	<i>%</i>	<i>No. of Shares</i>	<i>%</i>	<i>No. of Shares</i>	<i>%</i>
<i>Substantial Shareholders</i>								
Feng Tai Investment Pte. Ltd.	190,634,061	73.60	–	–	190,634,061	58.24	–	–
Sim Koon Lam	394,900	0.15	190,634,061	73.60	394,900	0.15	190,634,061	58.24
Mrs Elaine Sim	–	–	190,634,061	73.60	–	–	190,634,061	58.24
AGP Continuation Growth Fund VCC – AGP CG Sub-Fund I	29,515,939	11.40	–	–	29,515,939	9.00	–	–
August Global Partners Pte. Ltd.	–	–	29,515,939	11.40	–	–	29,515,939	9.00
<i>Lender</i>								
CEC-SG VCC – SG-RT Fund	–	–	–	–	69,000,000	21.04	–	–
N PrimePartners Capital Pte Ltd	–	–	–	–	–	–	69,000,000	21.04