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Sunningdale Tech Ltd.
(UEN 199508621R)
(Incorporated in Singapore)

**Sunrise Technology Investment Holding Pte.
Ltd.**
(UEN 202016956E)
(Incorporated in Singapore)

JOINT ANNOUNCEMENT

PROPOSED ACQUISITION BY SUNRISE TECHNOLOGY INVESTMENT HOLDING PTE. LTD. OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF SUNNINGDALE TECH LTD. (OTHER THAN THE KBH ROLLOVER SHARES) BY WAY OF A SCHEME OF ARRANGEMENT

1. Introduction

1.1 The Scheme. The respective boards of directors of Sunningdale Tech Ltd. (the “**Company**” or “**Sunningdale**”) and Sunrise Technology Investment Holding Pte. Ltd. (the “**Offeror**”) are pleased to announce the proposed acquisition (the “**Acquisition**”) of all the issued ordinary shares in the capital of Sunningdale (the “**Sunningdale Shares**”), other than the KBH Rollover Shares (as defined in paragraph 2.3 below), by the Offeror, by way of a scheme of arrangement (the “**Scheme**”) in accordance with Section 210 of the Companies Act, Chapter 50 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 Sunningdale have on 9 November 2020 entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Offeror and Sunningdale will implement the Scheme.

2. Information on the Relevant Parties

2.1 The Company. Sunningdale was incorporated in Singapore on 5 December 1995 and has been listed on the Mainboard of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) since October 2003. Sunningdale and its subsidiaries (collectively, the “**Sunningdale Group**” and each, a “**Sunningdale Group Company**”) are leading manufacturers of precision plastic components headquartered out of Singapore and serve customers across various industry segments (including automotive, consumer/IT and healthcare) and geographies.

The board of directors of Sunningdale (the “**Board**”) comprise:

Mr Koh Boon Hwee (Non-Executive Chairman and Non-Executive Director)
Mr Khoo Boo Hor (Chief Executive Officer and Executive Director)
Mr Gabriel Teo Chen Thye (Independent Director)
Mr Kaka Singh S/O Dalip Singh (Lead Independent Director)
Mrs Eileen Tay-Tan Bee Kiew (Independent Director)
Mr Loke Wai San (Independent Director)

As at the date of this announcement (the “**Joint Announcement Date**”), (i) Sunningdale has 191,941,836 Sunningdale Shares in issue and no treasury shares, (ii) there are 2,015,000 share awards of Sunningdale (“**Share Awards**”) granted pursuant to the Sunningdale Restricted Share Plan 2014 outstanding and (iii) there are no options or convertible securities of Sunningdale outstanding.

2.2 The Offeror and HoldCo. The Offeror is a company incorporated in Singapore on 18 June 2020. The sole shareholder of the Offeror is Sunrise Technology Investment Holding (Cayman) Pte Ltd (“**HoldCo**”), an exempted company incorporated in the Cayman Islands. The shareholders of HoldCo are, in turn:

2.2.1 Sunrise Technology Investment Holding II Pte. Ltd. (“**KBHCo**”), an entity wholly owned by Mr Koh Boon Hwee (“**KBH**”), holding approximately 64 per cent. of the issued shares in HoldCo (“**HoldCo Shares**”);

2.2.2 NT SPV 9 (“**Novo Tellus**”, together with KBHCo the “**Consortium Parties**”), a wholly owned subsidiary of Novo Tellus PE Fund 2, L.P. (“**NT PE Fund 2**”), holding approximately 36 per cent. of the HoldCo Shares.

Each of KBH and Mr Loke Wai San (“**LWS**”) are directors of the boards of the Offeror and HoldCo.

2.3 KBHCo and KBH. KBHCo is a company incorporated in Singapore and is wholly owned by KBH. As at the Joint Announcement Date, KBH (i) holds a direct interest in 29,947,401 Sunningdale Shares, representing 15.60 per cent. of the issued Sunningdale Shares, and (ii) has a deemed interest in 22,008 Sunningdale Shares held by Mdm Leong Siew Fong who is the spouse of KBH, representing 0.01 per cent. of the issued Sunningdale Shares. In total, KBH has a direct and deemed interest in 29,969,409 Sunningdale Shares (the “**KBH Rollover Shares**”), representing in aggregate 15.61 per cent. of the issued Sunningdale Shares. KBH has been a long term shareholder of Sunningdale and a director of Sunningdale since 2003, and has played a key role in the strategic direction, management and development of Sunningdale.

2.4 Internal Transfer and Rollover by KBH.

In order to consolidate the shareholdings of KBH and his spouse, KBH intends to transfer the 22,008 Sunningdale Shares held by Mdm Leong Siew Fong to himself or KBHCo on or shortly after the Joint Announcement Date for a consideration at or lower than the Cash Consideration (as defined in paragraph 3.1.2(i) below) payable under the Scheme.

Thereafter, pursuant to the subscription and rollover agreement to be entered into amongst KBH, KBHCo, HoldCo and the Offeror (the “**Rollover Agreement**”), KBH shall, on or shortly

after the date on which the Scheme becomes effective in accordance with its terms (the “**Effective Date**”), transfer or procure the transfer of the KBH Rollover Shares to the Offeror, in exchange for HoldCo Shares which will represent approximately 28 per cent. in HoldCo to be issued to KBHCo (the “**Rollover**”).

2.5 Novo Tellus and NT PE Fund 2.

2.5.1 Novo Tellus is an exempted company incorporated in the Cayman Islands and is a wholly owned subsidiary of NT PE Fund 2, an exempted limited partnership incorporated in the Cayman Islands.

2.5.2 As at the Joint Announcement Date, neither Novo Tellus nor NT PE Fund 2 has any interest in the issued Sunningdale Shares. As at the Joint Announcement Date, a director of Novo Tellus, being Mr Lim Kee Way Irwin, holds a direct interest in 10,000 of the issued Sunningdale Shares.

3. The Scheme

3.1 The Acquisition. Under the Scheme:

3.1.1 all the Sunningdale Shares (other than the KBH Rollover Shares) (the “**Scheme Shares**”) held by the shareholders of Sunningdale (the “**Sunningdale Shareholders**”) as at a record date to be announced by Sunningdale on which the transfer books and the register of members of Sunningdale will be closed in order to determine the entitlements of the Sunningdale Shareholders other than KBH (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 Sunningdale to the Scheme Shareholders on or after the Joint Announcement Date.

3.1.2 in consideration of the transfer of the Scheme Shares referred to in paragraph 3.1.1 above, each Scheme Shareholder as at the Record Date will be entitled to receive for each Scheme Share (the “**Scheme Consideration**”), at their election:

- (i) S\$1.55 in cash (the “**Cash Consideration**”); or
- (ii) in lieu of the Cash Consideration, 1,550 HoldCo Shares, which HoldCo shall allot and issue, duly authorised, fully paid and free from all Encumbrances, at an issue price of S\$0.001 per HoldCo Share (the “**Issue Price**”, and such

consideration the “**Scrip Consideration**”), provided always that no more than 49,834,136,123 HoldCo Shares, subject to the adjustment in paragraph 3.1.4 below, may be issued as Scrip Consideration (the “**Maximum Number**”).

3.1.3 In the event that Scheme Shareholders elect for Scrip Consideration in such amount which exceeds the Maximum Number (the “**Adjustment Mechanism**”):

- (i) the Maximum Number will be allocated among the electing Scheme Shareholders on a pro-rata basis according to the number of Scheme Shares they hold; and
- (ii) in respect of the balance number of Scheme Shares held by Scheme Shareholders that elected for Scrip Consideration in excess of the Maximum Number, each relevant Scheme Shareholder shall receive in cash such amount equivalent to the HoldCo Shares (based on the Issue Price) which cannot be allotted and issued to such Scheme Shareholder.

Subject to the Adjustment Mechanism, in respect of the Scrip Consideration, the aggregate number of HoldCo Shares which each electing Scheme Shareholder will be entitled to receive pursuant to the Scheme will be rounded down to the nearest whole number.

The implied value of the Scrip Consideration (based on the Issue Price) will be the same as the Cash Consideration. **The HoldCo Shares will not be listed on any securities exchange following completion of the Scheme.**

3.1.4 The Maximum Number of HoldCo Shares which may be issued as Scrip Consideration represents approximately 30 per cent. of such number of HoldCo Shares comprising the sum of (I) the number of HoldCo Shares in issue as at the Joint Announcement Date, (II) the number of HoldCo Shares to be issued pursuant to the terms of the Scheme and (III) the number of HoldCo Shares to be issued on completion of the subscriptions under the consortium and shareholders’ agreement between KBHCo and Novo Tellus dated 9 November 2020 (the “**Consortium and Shareholders’ Agreement**”), the Management Reinvestment (as defined in paragraph 8.1 below) and the Rollover Agreement (the “**Enlarged Share Capital**”). If any dividends, rights or other distributions are declared, paid or made by Sunningdale to the Sunningdale Shareholders on or after the Joint Announcement Date and before the Effective Date:

- (i) the Offeror reserves the right to reduce the Scheme Consideration by the amount of such dividends, rights or other distributions; and
- (ii) as there will be a corresponding reduction in the equity commitment and the number of HoldCo Shares to be issued under the Consortium and Shareholders’ Agreement, the Management Reinvestment and the Rollover Agreement, the Offeror will reduce the Maximum Number of HoldCo Shares such that the Maximum Number will represent 30 per cent. of the Enlarged Share Capital.

To illustrate, if a dividend of S\$0.05 per Sunningdale Share is declared, paid or made:

- (a) *The Scheme Consideration payable will be reduced by: 193,956,836 Shares¹ x S\$0.05 = S\$9,697,842.00.*
- (b) *This will correspondingly reduce the total equity contribution from KBHCo and Novo Tellus (as the Consortium Parties)², Mr Khoo Boo Hor, the Participating Management (as defined in paragraph 8.1 below) and the Scheme Shareholders (including Yarwood and GSH, each as defined in paragraph 7.1 below) that elect for the Scrip Consideration by the same amount, being a drop of approximately 5.8 per cent. of the committed total equity contribution, which in turn reduces the Maximum Number of HoldCo Shares from 49,834,136,123 to 46,924,783,581 (i.e. a reduction of approximately 5.8 per cent.).*

3.1.5 For the avoidance of doubt, each Scheme Shareholder is only entitled to receive the Cash Consideration or, in lieu thereof, the Scrip Consideration, for all the Scheme Shares registered in the Scheme Shareholder's name, but not a mixture of both. In the absence or failure of any valid election by a Scheme Shareholder to accept the Cash Consideration or the Scrip Consideration, the Scheme Shareholder shall be deemed to have elected for the Cash Consideration for all the Scheme Shares registered in such Scheme Shareholder's name.

3.1.6 The HoldCo Shares to be issued pursuant to the Scheme will, when issued, be validly authorised, validly issued and outstanding, fully paid and non-assessable and free from Encumbrances (other than restrictions arising out of applicable securities laws) and all consents, authorisations, approvals or waivers from any governmental agencies or third parties necessary for such issuance have been or will, prior to such issuance, be obtained.

3.2 Scheme Document. Further information on the Scheme, the material terms of the HoldCo Shares which are being offered to the Scheme Shareholders under the Scrip Consideration (including the rights of holders of the HoldCo Shares in respect of capital, dividends and voting), and the terms and conditions upon which the Scheme will be implemented by Sunningdale and the Offeror will be set out in the document to be issued by Sunningdale to the Scheme Shareholders in respect of the Scheme (the "**Scheme Document**").

3.3 Delisting. Upon the Scheme becoming effective and binding, Sunningdale will become a wholly owned subsidiary of the Offeror, and will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

3.4 Switch Option

3.4.1 Pursuant to the terms of the Implementation Agreement, in the event a Competing Offer (as defined below) or an intention to make a Competing Offer is announced (whether or not such Competing Offer is pre-conditional), the Offeror shall have the right at its

¹ This is the number of Sunningdale Shares outstanding assuming vesting of all the outstanding share awards of Sunningdale granted pursuant to the Sunningdale Restricted Share Plan 2014.

² Such equity amount will be contributed by KBH under the Rollover Agreement and by the Consortium Parties in accordance with the Consortium and Shareholders' Agreement.

sole discretion to elect to proceed by way of a voluntary conditional cash offer or a pre-conditional voluntary cash offer made for or on behalf of the Offeror to acquire all the Sunningdale 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 Acquisition by way of the Scheme (the “**Switch Option**”), at any time prior to the date on which the Scheme Meeting (as defined in paragraph 7.1.1 below) is to be held.

“**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 Company; or (b) more than 50 per cent. of the share capital of the Company;
- (ii) merge with the 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 Acquisition and/or the Scheme.

3.4.2 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, and conditional upon a level of acceptances to be determined with the consent of the Securities Industry Council of Singapore (the “**SIC**”). In addition, the Offeror and the Company acknowledge that the acceptance condition determined in accordance with this paragraph 3.4.2 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.

3.4.3 In such event, Sunningdale 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, save for certain surviving provisions such as those relating to confidentiality, costs and expenses and governing law (“**Surviving Provisions**”).

4. Scheme Conditions

4.1 Scheme Conditions. The Acquisition 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.

4.2 Benefits of Scheme Conditions

- 4.2.1 **The Offeror's Benefit.** The Offeror alone may waive the Scheme Conditions in paragraph 6 (in relation to any Prescribed Occurrence relating to the Company or any Sunningdale Group Company, as set out in Part 2 of **Schedule 2** hereto), paragraph 7 (in relation to any material breach of Warranties by the Company), paragraph 9 (in relation to material adverse events relating to the Sunningdale Group) and paragraph 10 (in relation to a loss of any Major Customer) 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.
- 4.2.2 **The Company's Benefit.** Sunningdale 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 material 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 Sunningdale. Sunningdale may at any time and from time to time at its sole and absolute discretion waive in writing any such breach or non-fulfilment.
- 4.2.3 **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 Sunningdale (to the extent legally permissible).
- 4.2.4 **Other Scheme Conditions.** For the avoidance of doubt, the Offeror and Sunningdale 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 Court Order), paragraph 3 (in relation to the lodgement of the 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 Sunningdale or by both the Offeror and Sunningdale.

5. Termination

5.1 Right to Terminate.

- 5.1.1 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 Court Order), paragraph 3 (in relation to the lodgement of the 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 five months from the Joint Announcement Date (or such other date as may be agreed in writing between the Offeror and Sunningdale) (the "**Cut-Off Date**"), either the Offeror or Sunningdale may immediately terminate the Implementation Agreement by notice in writing to the other party.
- 5.1.2 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 Sunningdale may immediately terminate the Implementation Agreement by notice in writing to the other party.

- 5.1.3 If any of the Scheme Conditions set out in paragraph 6 (in relation to any Prescribed Occurrences relating to the Company or any Sunningdale Group Company), paragraph 7 (in relation to any material breach of Warranties by the Company), paragraph 9 (in relation to material adverse events relating to the Sunningdale Group) and/or paragraph 10 (in relation to a loss of any Major Customer) 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 Sunningdale.
- 5.1.4 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 material 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, Sunningdale may terminate the Implementation Agreement by notice in writing to the Offeror.

For the avoidance of doubt, the Offeror and/or Sunningdale (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.

5.2 Effect of Termination. In the event of termination of the Implementation Agreement by either Sunningdale or the Offeror (as the case may be) pursuant to the terms of the Implementation Agreement:

- 5.2.1 the Implementation Agreement shall cease to have any further force or effect (save for the Surviving Provisions); and
- 5.2.2 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.

6. Specific Obligations of the Company

The specific obligations of the Company are set out in **Schedule 5** hereto.

7. Irrevocable Undertakings

7.1 Deeds of Undertaking. Each of (i) Yarwood Engineering & Trading Limited ("**Yarwood**"), (ii) Mr Goi Seng Hui ("**GSH**") and (iii) Mr Khoo Boo Hor ("**BH**", and collectively with Yarwood and GSH, the "**Undertaking Shareholders**") have given an irrevocable undertaking to the Offeror (the "**Deed of Undertaking**") to, *inter alia*:

- 7.1.1 vote in favour of the Scheme at the meeting of the Scheme Shareholders held to approve the Scheme, and any adjournment thereof (the "**Scheme Meeting**");
- 7.1.2 vote against and reject any and all resolutions or proposals to approve, implement, carry out or give effect to any Competing Offer (subject in the case of BH, to his fiduciary duties as a director of Sunningdale);

- 7.1.3 comply with certain non-solicitation and no-talk provisions, in its or his capacity as Sunningdale Shareholder (subject in the case of BH, to his fiduciary duties as a director of Sunningdale);
- 7.1.4 in the event that the Offeror exercises its Switch Option and makes the Offer in compliance with paragraph 3.4 above, (i) in the case of Yarwood and GSH, tender its or his Sunningdale Shares in acceptance of the Offer, and (ii) in the case of BH, tender his Sunningdale Shares (including any Sunningdale Shares which BH may receive pursuant to the vesting of his outstanding 580,000 Share Awards) in acceptance of the Offer;
- 7.1.5 in the case of each of Yarwood and GSH only, elect to accept the Scrip Consideration in respect of its or his Sunningdale Shares; and
- 7.1.6 in the case of BH only, elect to accept the Cash Consideration in respect of all his Sunningdale Shares (including any Sunningdale Shares which BH may receive pursuant to the vesting of his outstanding 580,000 Share Awards) and to agree to defer and reinvest all such Cash Consideration to subscribe for HoldCo Shares which would represent approximately 4 per cent. of the Enlarged Share Capital, based on the Issue Price, pursuant to the Management Reinvestment.

As at the Joint Announcement Date, the Undertaking Shareholders have each given the relevant Deed of Undertaking to the Offeror in respect of an aggregate of 34,821,082³ Sunningdale Shares held legally and/or beneficially by the Undertaking Shareholders in the aggregate as at the Joint Announcement Date, representing in aggregate approximately 18.1 per cent. of all the issued Sunningdale Shares. Further details of the Sunningdale Shares held by the Undertaking Shareholders as at the Joint Announcement Date are set out in **Schedule 3** hereto.

7.2 Termination. The Deeds of Undertaking will terminate on the earliest of any of the following dates:

- 7.2.1 the date falling five months from the Joint Announcement Date;
- 7.2.2 if the Implementation Agreement is not terminated, the Effective Date; and
- 7.2.3 if the Implementation Agreement lapses or is terminated, the earliest of:
 - (i) if the Switch Option is not exercised by the Offeror, the date the Implementation Agreement is terminated or lapses; and
 - (ii) if the Switch Option is exercised by the Offeror:
 - (a) the date the Offer lapses or is withdrawn without having become wholly unconditional for any reason other than a breach by the Undertaking Shareholders of their respective obligations under the Deeds of Undertaking; and

³ For the avoidance of doubt, this figure does not include the Sunningdale Shares that may be issued to BH pursuant to the vesting of his outstanding 580,000 Share Awards.

- (b) in the event the Offer does not lapse or is not withdrawn for any reason, the date on which the Offer becomes unconditional.

7.3 No Other Irrevocable Undertakings. Save for the Deeds of Undertaking, neither the Offeror nor any Relevant Person (as defined in paragraph 17.2.1 below) has received any irrevocable undertaking from any party to vote in favour of the Scheme as at the Joint Announcement Date.

7.4 SIC Confirmations. Pursuant to an application made by the Offeror to the SIC to seek certain rulings in relation to the Acquisition and the Scheme (the “**Application**”), the SIC has confirmed, *inter alia*, that:

7.4.1 the Deeds of Undertaking in relation to each of Yarwood, GSH and BH, do not constitute special deals under Rule 10 of the Code;

7.4.2 the Deeds of Undertaking do not amount to an agreement, arrangement or understanding between the Offeror and each of the Undertaking Shareholders to co-operate to obtain or consolidate effective control of Sunningdale; and

7.4.3 each of the Undertaking Shareholders will be permitted to attend and vote on the Scheme at the Scheme Meeting.

8. Management Incentive Arrangements

8.1 Management Reinvestment Scheme. HoldCo will establish a management reinvestment scheme (the “**Management Reinvestment**”) to allow selected senior management of Sunningdale (including BH) to subscribe for HoldCo Shares, with the additional amount of HoldCo Shares to be issued pursuant to such scheme not exceeding 10 per cent. of the Enlarged Share Capital, based on the Issue Price (the “**Management Reinvestment Pool**”) or such other limit as all shareholders of HoldCo (each, a “**HoldCo Shareholder**”) holding at least 12 per cent. of the HoldCo Shares (each, a “**Controlling Shareholder**”) may agree in writing.

As at the Joint Announcement Date, BH is the only senior management who has been offered to, and has agreed to, enter into the Management Reinvestment. It is contemplated that the opportunity to participate in the Management Reinvestment may also be offered (both during and after the offer period) to other senior management of Sunningdale (any such senior management who agrees to participate in the Management Reinvestment, the “**Participating Management**”).

8.2 Reinvestment by BH and Shareholding Structure of HoldCo.

Pursuant to the Deed of Undertaking given by BH and the subscription agreement to be entered into between the Offeror and BH, BH will agree to defer and reinvest all his Cash Consideration (arising from the sale of his Sunningdale Shares pursuant to the Scheme) to subscribe for, based on the Issue Price, approximately 4 per cent. of the Enlarged Share Capital.

8.3 SIC Confirmations. Pursuant to the Application, the SIC has confirmed, *inter alia*, that:

8.3.1 the Deed of Undertaking given by BH and the Management Reinvestment (collectively, the “**Management Arrangements**”) do not constitute special deals under Rule 10 of the Code;

- 8.3.2 the Management Arrangements do not amount to an agreement, arrangement or understanding between the Offeror and each of BH and any other Participating Management (whether or not they will be entering into a Deed of Undertaking) to obtain or consolidate effective control of Sunningdale; and
- 8.3.3 BH and any other Participating Management (whether or not they will be entering into a Deed of Undertaking) are permitted to attend and vote on the Scheme at the Scheme Meeting.

9. HoldCo Employee Share Option Scheme

Following the Effective Date, it is contemplated that HoldCo will put in place an employee share option scheme to incentivise employees of the Sunningdale Group and to align their interests with the HoldCo Shareholders (the “ESOS”). The terms and conditions of such ESOS shall be approved by the board of HoldCo and the shareholding percentage represented by the number of HoldCo Shares which may be granted under the ESOS should not exceed 7.5 per cent. of the HoldCo Shares assuming (i) an Enlarged Share Capital and (ii) the full issuance of HoldCo Shares under the ESOS, or such other limit as the Controlling Shareholders may approve in writing.

10. Shareholding Structure and Shareholder Arrangement of HoldCo on Completion

10.1 Capital Structure of HoldCo on Completion. On completion of the Scheme (“Completion”) including the issuance of the HoldCo Shares to the Scheme Shareholders that have elected for the Scrip Consideration (including Yarwood and GSH), and following the issuance of the HoldCo Shares pursuant to the Consortium and Shareholders’ Agreement (which sets out, *inter alia*, the equity contribution from KBHCo and Novo Tellus for the subscription of the HoldCo Shares), the Management Reinvestment and the Rollover Agreement:

10.1.1 Sunningdale will be a wholly owned indirect subsidiary of HoldCo;

10.1.2 assuming that no Scheme Shareholders other than Yarwood and GSH elect for the Scrip Consideration, and only BH has agreed to enter into the Management Reinvestment, the expected shareholding structure of HoldCo will be as follows⁴:

- (i) KBHCo: 42.89 per cent. of HoldCo;
- (ii) Novo Tellus: 24.08 per cent. of HoldCo;
- (iii) Yarwood: 14.28 per cent. of HoldCo;
- (iv) GSH: 14.28 per cent. of HoldCo; and
- (v) BH: 4.48 per cent. of HoldCo;

⁴ The shareholding does not aggregate to 100.00 per cent. of HoldCo due to rounding.

10.1.3 assuming that no Scheme Shareholders other than Yarwood and GSH elect for the Scrip Consideration but the full allocated Management Reinvestment Pool is taken up, the expected shareholding structure of HoldCo will be as follows:

- (i) KBHCo: 37.36 per cent. of HoldCo;
- (ii) Novo Tellus: 24.08 per cent. of HoldCo;
- (iii) Yarwood: 14.28 per cent. of HoldCo;
- (iv) GSH: 14.28 per cent. of HoldCo;
- (v) BH: 4.48 per cent. of HoldCo; and
- (vi) Participating Management (other than BH): 5.52 per cent. of HoldCo;

10.1.4 assuming that all the Scheme Shareholders (including Yarwood and GSH, but excluding the Participating Management) elect for the Scrip Consideration and only BH has agreed to enter into the Management Reinvestment, the expected shareholding structure of HoldCo will be as follows⁵:

- (i) KBHCo: 41.44 per cent. of HoldCo;
- (ii) Novo Tellus: 24.08 per cent. of HoldCo;
- (iii) Yarwood: 3.00 per cent. of HoldCo;
- (iv) GSH: 3.00 per cent. of HoldCo;
- (v) BH: 4.48 per cent. of HoldCo; and
- (vi) Other Scheme Shareholders: 24.01 per cent.⁶ of HoldCo; and

10.1.5 assuming that all the Scheme Shareholders (including Yarwood and GSH, but excluding the Participating Management) elect for the Scrip Consideration and the full allocated Management Reinvestment Pool is taken up, the expected shareholding structure of HoldCo will be as follows⁵:

- (i) KBHCo: 35.92 per cent. of HoldCo;
- (ii) Novo Tellus: 24.08 per cent. of HoldCo;
- (iii) Yarwood: 3.00 per cent. of HoldCo;
- (iv) GSH: 3.00 per cent. of HoldCo;
- (v) BH: 4.48 per cent. of HoldCo;
- (vi) Participating Management (other than BH): 5.52 per cent. of HoldCo; and

⁵ The shareholding does not aggregate to 100.00 per cent. of HoldCo due to rounding.

⁶ This figure assumes that all Participating Management who are Scheme Shareholders have elected for the Cash Consideration and, other than BH, have opted not to participate in the Management Reinvestment.

(vii) Other Scheme Shareholders: 24.01 per cent.⁷ of HoldCo.

10.2 Shareholder Arrangement. On and from the Effective Date, the governance of HoldCo will be governed by (i) the Consortium and Shareholders' Agreement setting out, *inter alia*, their agreement in relation to the affairs of HoldCo and (ii) the constitution of HoldCo, which constitution shall bind all shareholders of HoldCo (including any Scheme Shareholder who receives Scrip Consideration pursuant to the Scheme). The key terms relating to the governance arrangements of HoldCo are set out in **Schedule 4** hereto.

11. The Offeror's Rationale for the Acquisition

11.1 Rationale for the Offeror

The Acquisition represents an opportunity for the Offeror to acquire control of a company in the precision plastic manufacturing sector with a footprint across various industry segments (including automotive, consumer/IT and healthcare) and geographies.

Continuing global trade tensions as well as fundamental rethinking by customers of the effectiveness of a global supply chain that is heavily reliant on a limited number of supply nations are factors that are accelerating change to the supply of precision plastic components globally. As a result, to better align the Sunningdale Group's operations with these changing market dynamics, Sunningdale will need to make long dated investments that may have minimal near-term payoff.

It is in this context that the Offeror believes a privatisation of Sunningdale will provide the business with the necessary flexibility to manage and optimise the use of Sunningdale's resources and allow Sunningdale to focus on the execution of its long-term business plan. This differs from the demand of the public market which remains more short-term in nature. Delisting will also help Sunningdale to save considerable resources and costs associated with maintaining its listed status.

In any event, subject to the Maximum Number of HoldCo Shares that may be issued as Scrip Consideration and the Adjustment Mechanism, Scheme Shareholders that want to remain invested in Sunningdale over the long-term will have the option to elect for the Scrip Consideration. However, it should be noted that the HoldCo Shares are in a private offshore entity and subject to certain risks and restrictions which will be elaborated on in the Scheme Document.

11.2 Opportunity for the Scheme Shareholders to Exit at Premium to the Historical Traded Prices (for the relevant periods prior to and including the Holding Announcement Date) without incurring Brokerage Fees

11.2.1 The Scheme Consideration represents a premium to the historical traded prices (for the relevant periods prior to and including the Holding Announcement Date) of the Sunningdale Shares as set out in paragraph 12 below.

Against the backdrop of negative market sentiments due to continuing US-China tensions and an uncertain business environment due to the COVID-19 pandemic, the Acquisition represents an opportunity for Scheme Shareholders to realise their

⁷ This figure assumes that all Participating Management who are Scheme Shareholders have elected for the Cash Consideration and have opted to participate in the Management Reinvestment (i.e. the full Management Reinvestment Pool is taken up).

investments in Sunningdale for a cash consideration at a premium of approximately 30.6 per cent., 36.2 per cent., 48.6 per cent. and 34.0 per cent. over the volume weighted average prices (“VWAP”) of the Sunningdale Shares for the one-month, three-month, six-month and twelve-month periods respectively prior to and including 9 September 2020, being the last full trading day immediately before Sunningdale released the announcement in respect of a possible transaction involving the Sunningdale Shares on 9 September 2020 (the “**Holding Announcement Date**”).



11.2.2 Further, the Acquisition provides an opportunity for Scheme Shareholders to achieve an exit of their investment in Sunningdale, which was made difficult previously due to the generally low trading liquidity in the Sunningdale Shares.

The historical trading liquidity of the Sunningdale Shares has been low, with an average daily trading volume of 209,341 Sunningdale Shares, 160,427 Sunningdale Shares, and 150,772 Sunningdale Shares traded during the one-month, three-month and six-month periods respectively up to and including the Holding Announcement Date. These represent only 0.11 per cent., 0.08 per cent. and 0.08 per cent. of the total number of issued Sunningdale Shares as at the Joint Announcement Date for each of the respective aforementioned relevant periods.

Period prior to and including the Holding Announcement Date	Average Daily Trading Volume ⁽¹⁾	Percentage of total number of issued Sunningdale Shares ⁽²⁾⁽³⁾ (%)
Last one month	209,341	0.11
Last three months	160,427	0.08
Last six months	150,772	0.08

Notes:

(1) The figures in the table above are based on data extracted from Bloomberg L.P.. The average daily trading volume is computed based on the total trading volume of the Sunningdale

Shares for all Market Days for the relevant periods immediately prior to and including the Holding Announcement Date, divided by the total number of Market Days during the respective periods. "Market Day" refers to a day on which the SGX-ST is open for the trading of securities.

(2) Computed based on 191,941,836 Sunningdale Shares, being the total number of issued Sunningdale Shares as at the Joint Announcement Date.

(3) Rounded to the nearest two decimal places.

Pursuant to the Scheme, Scheme Shareholders who found it difficult to exit their investment in Sunningdale as a result of the low trading volume in the Sunningdale Shares are presented with an opportunity to liquidate and realise their investment in Sunningdale if they elect to receive the Cash Consideration.

12. Financial Evaluation of the Scheme Consideration

The Scheme Consideration for each Sunningdale Share is either (i) the Cash Consideration, being S\$1.55 in cash, or (ii) the Scrip Consideration, which has an implied value (based on the Issue Price) equal to the Cash Consideration.

The figures set out in this paragraph are based on data extracted from Bloomberg L.P. as at 6 November 2020, being the last full trading day immediately prior to the Joint Announcement Date.

The implied premium / (discount) of the Scheme Consideration over the relevant closing prices and VWAP of Sunningdale is as follows:

Description	Benchmark Price (S\$) ⁽¹⁾	Premium / (Discount) over Benchmark Price (%) ⁽²⁾
VWAP of the Sunningdale Shares traded on the SGX-ST for the twelve-month period prior to and including the Holding Announcement Date	1.157	34.0
VWAP of the Sunningdale Shares traded on the SGX-ST for the six-month period prior to and including the Holding Announcement Date	1.043	48.6
VWAP of the Sunningdale Shares traded on the SGX-ST for the three-month period prior to and including the Holding Announcement Date	1.138	36.2
VWAP of the Sunningdale Shares traded on the SGX-ST for the one-month period prior to and including the Holding Announcement Date	1.187	30.6
Closing price on the Holding Announcement Date	1.250	24.0
Closing price on 6 November 2020, being the last full trading day immediately prior to the Joint Announcement Date	1.580	(1.9)

Notes:

(1) Rounded to the nearest three decimal places.

(2) For the purposes of the table above, all percentage figures are rounded to the nearest one decimal place.

13. Approvals Required

13.1 Scheme Meeting and Court Sanction. The Scheme will require, *inter alia*, the following approvals:

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

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

13.2 SIC Confirmations. Pursuant to the Application, the SIC has confirmed, *inter alia*, that:

13.2.1 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:

(i) the common substantial shareholders of the Offeror and its concert parties on the one hand, and Sunningdale on the other hand, abstain from voting on the Scheme;

(ii) the Offeror and its concert parties abstain from voting on the Scheme;

(iii) the directors of Sunningdale who are also directors of the Offeror abstain from making a recommendation on the Scheme to the Scheme Shareholders;

(iv) the Scheme Document contains advice to the effect that by voting for the Scheme, the Scheme Shareholders are agreeing to the Offeror and its concert parties acquiring or consolidating effective control of Sunningdale without having to make a general offer for Sunningdale;

(v) the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in Sunningdale as of the latest practicable date in relation to the Scheme Document and their voting rights in HoldCo, the Offeror and Sunningdale after the Scheme; and

(vi) the Scheme being completed within five months from the Joint Announcement Date;

13.2.2 it has no objections to the Scheme Conditions;

13.2.3 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 Council to determine the offer timetable that should apply to the Offer following the exercise of the Switch Option; and

13.2.4 it has no objections to the Adjustment Mechanism.

14. Confirmation of Financial Resources

United Overseas Bank Limited (“**UOB**”), being a joint financial adviser to the Offeror in connection with the Acquisition and the Scheme, confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Cash Consideration payable by the Offeror for all the Scheme Shares to be acquired by the Offeror pursuant to the Scheme (excluding any consideration payable for the Sunningdale Shares held by Yarwood, GSH and BH), on the basis that (i) each of Yarwood and GSH have elected to receive the Scrip Consideration; and (ii) BH has agreed to defer and reinvest his Cash Consideration pursuant to the Management Reinvestment.

15. Financial Advisers

15.1 Financial Adviser to the Company. Deloitte & Touche Corporate Finance Pte Ltd is the financial adviser to Sunningdale in respect of the Acquisition and the Scheme.

15.2 Joint Financial Advisers to the Offeror. Rippledot Capital Advisers Pte. Ltd. and UOB (the “**Joint Financial Advisers**”) are the joint financial advisers to the Offeror in respect of the Acquisition and the Scheme.

15.3 Independent Financial Adviser to the Non-conflicted Directors. Provenance Capital Pte. Ltd. has been appointed as the independent financial adviser (the “**IFA**”) to advise the directors of Sunningdale 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.

16. Scheme Document

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 Sunningdale 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.

17. Disclosure of Interests

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

Name of Director	Direct Interest		Deemed Interest	
	No. of Sunningdale Shares	% ⁽¹⁾	No. of Sunningdale Shares	% ⁽¹⁾
Koh Boon Hwee	29,947,401	15.60	22,008 ⁽²⁾	0.01
Khoo Boo Hor	4,217,882 ⁽³⁾	2.20	-	-
Gabriel Teo Chen Thye	427,932	0.22	-	-
Kaka Singh S/O Dalip Singh	79,254	0.04	-	-
Eileen Tay-Tan Bee Kiew	-	-	770,000 ⁽⁴⁾	0.40

Notes:

- (1) All references to percentage shareholding of the issued share capital of Sunningdale in this paragraph 17.1 of this Joint Announcement are based on the total issued Sunningdale Shares as at the date of this Joint Announcement. (i.e. 191,941,836 Sunningdale Shares).
- (2) Mr Koh Boon Hwee is deemed to have an interest in the Sunningdale Shares held by Mdm Leong Siew Fong, who is the spouse of Mr Koh Boon Hwee.
- (3) In addition to the Sunningdale Shares, Mr Khoo Boo Hor also holds a direct interest in 580,000 Share Awards.
- (4) Mrs Eileen Tay-Tan Bee Kiew is deemed to have an interest in the Sunningdale Shares held by her husband Tay Seow Pin.

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

17.2 Offeror.

17.2.1 No Holdings. As at the Joint Announcement Date, save as set out in this Joint Announcement, none of (A) the Offeror and HoldCo, (B) KBHCo and KBH, (C) Novo Tellus and NT PE Fund 2, (D) the directors of each of the aforementioned companies and (E) either of the Joint Financial Advisers (collectively, the “**Relevant Persons**”) owns, controls or has agreed to acquire any:

- (i) (a) Sunningdale Shares (save as disclosed in paragraphs 2.3 and 2.5.2 above), (b) securities which carry voting rights in Sunningdale and (c) convertible securities, warrants, options or derivatives in respect of such Sunningdale Shares or securities which carry voting rights in Sunningdale (collectively, the “**Sunningdale Securities**”); or
- (ii) (a) HoldCo Shares (save as disclosed in paragraph 2.2 above), (b) securities which carry voting rights in HoldCo and (c) convertible securities, warrants, options or derivatives in respect of such HoldCo Shares or securities which carry voting rights in HoldCo.

- 17.2.2 Security Arrangements.** As security for, *inter alia*, the financing arrangements for the Acquisition, (i) the shares in the Offeror will be charged by HoldCo in favour of UOB as security, and (ii) the Sunningdale Shares acquired by the Offeror post-Completion will be charged by the Offeror in favour of UOB as security. Save for the foregoing, none of the Relevant Persons has (i) granted a security interest relating to any Sunningdale Securities to another person, whether through a charge, pledge or otherwise, (ii) borrowed any Sunningdale Securities from another person (excluding borrowed Sunningdale Securities which have been on-lent or sold) or (iii) lent any Sunningdale Securities to another person.
- 17.2.3 Dealings in Sunningdale Securities.** Save as set out in this Joint Announcement, none of the Relevant Persons has dealt in any Sunningdale Securities during the three-month period prior to the Joint Announcement Date.
- 17.2.4 Undertakings.** As disclosed in this Joint Announcement, the Undertaking Shareholders have given the Deeds of Undertaking.
- 17.2.5 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 Joint Financial Advisers have 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.

18. Overseas Shareholders

The applicability of the Scheme to the Scheme Shareholders whose addresses are outside Singapore, as shown on the register of members of Sunningdale or in the records of The Central Depository (Pte) Limited (each, an “**Overseas Sunningdale Shareholder**”) (as the case may be) may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Sunningdale 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 Sunningdale 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 Sunningdale Shareholders who are in doubt about their positions should consult their own professional advisers in the relevant jurisdictions.

Further details in relation to Overseas Sunningdale Shareholders will be contained in the Scheme Document.

19. Documents for Inspection

Copies of the Implementation Agreement and the Deeds of Undertaking will be made available for inspection during normal business hours at the registered office of Sunningdale from the Joint Announcement Date up until the Effective Date.

20. Responsibility Statements

20.1 Company. The directors of Sunningdale (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 Sunningdale (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 11 above and **Schedule 4** hereto) are fair and accurate and that, where appropriate, no material facts which relate to Sunningdale have been omitted from this Joint Announcement, and the directors of Sunningdale jointly and severally accept responsibility accordingly.

Where any information which relates to Sunningdale 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 Sunningdale 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 Sunningdale 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 11 above and **Schedule 4** hereto).

20.2 Offeror and HoldCo. The directors of the Offeror and HoldCo (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 Sunningdale or any opinion expressed by Sunningdale) 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 and HoldCo jointly and severally accept responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from Sunningdale, the sole responsibility of the directors of the Offeror and HoldCo 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 and HoldCo do not accept any responsibility for any information relating to or any opinion expressed by Sunningdale.

9 November 2020

By order of the Board
SUNNINGDALE TECH LTD.

By order of the board of directors
**SUNRISE TECHNOLOGY INVESTMENT HOLDING PTE.
LTD.**

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

SUNNINGDALE TECH LTD.

**Deloitte & Touche Corporate
Finance Pte Ltd**
6 Shenton Way
#33-00 OUE Downtown 2
Singapore 068809
Tel: +65 6224 8288

**SUNRISE TECHNOLOGY INVESTMENT HOLDING PTE.
LTD.**

Rippledote Capital Advisers Pte. Ltd.
6 Battery Road, #19-01A
Singapore 049909
Tel: +65 6812 7373

United Overseas Bank Limited
80 Raffles Place
#03-03, UOB Plaza 1
Singapore 048624
Tel: +65 6539 7066

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 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. Sunningdale Shareholders and investors of the Offeror and the Company should not place undue reliance on such forward-looking statements, and neither the Offeror nor the 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 Acquisition 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 Court Order sanctioning the Scheme and such Court Order having become final;
3. **Lodgement of Court Order with ACRA:** the lodgement of the 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) approval-in-principle from the SGX-ST of the Scheme Document and for the proposed delisting of the Company from the SGX-ST; and
 - (c) confirmation from the SIC that:
 - (i) the Consortium and Shareholders' Agreement and the Rollover Agreement do not constitute a special deal under Rule 10 of the Code;
 - (ii) (I) the Deeds of Undertaking given by each of Yarwood and GSH will not constitute a special deal under Rule 10 of the Code; (II) the Deed of Undertaking given by each of Yarwood and GSH will not amount to an agreement, arrangement or understanding between the Offeror and each of Yarwood and GSH to co-operate to obtain or consolidate effective control of the Company; and (III) Yarwood and GSH will be permitted to attend and vote on the Scheme at the Scheme Meeting; and
 - (iii) (I) the Management Arrangements will not constitute a special deal under Rule 10 of the Code; (II) the Management Arrangements will not amount to an agreement, arrangement or understanding between the Offeror and each of BH and any other Participating Management (whether or not they will be entering into a Deed of Undertaking) to obtain or consolidate effective control of the Company; and (III) BH and any other Participating Management

(whether or not they will be entering into a Deed of Undertaking) will be permitted to attend and vote on the Scheme at the Scheme Meeting.

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 Acquisition 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 or a reasonable prospect of materially restraining, enjoining or otherwise preventing the consummation of the Acquisition 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, materially restricts or makes illegal the consummation of the Acquisition 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 Company or any Sunningdale Group Company, in each case, occurring other than as required or contemplated by the Implementation Agreement or the Scheme;
7. **Company Warranties:** there having been no material breach by the Company 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 Sunningdale Group (taken as a whole) and is material in the context of the Scheme;
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;
9. **No Material Adverse Event:** between the date of the Implementation Agreement and up to the Relevant Date, there being no event occurring which has the effect of causing a diminution in the consolidated net asset value of the Sunningdale Group to an amount below S\$300,000,000, as reflected in or computed from the later of (a) the latest publicly released consolidated quarterly or half yearly financial disclosure of the Sunningdale Group; or (b) the consolidated unaudited management balance sheet of the Sunningdale Group to be prepared in accordance with the accounting principles, policies, bases, practices and estimation techniques used in preparing the Management Accounts applied on a consistent basis as at the calendar month ending at least 20 days immediately prior to the Relevant Date; and
10. **Major Customer:** between the date of the Implementation Agreement and up to the Relevant Date, there being no loss of any Major Customer or any written notice given by any Major Customer indicating that it wishes to cease being a customer of the Sunningdale Group. For the purpose of the Implementation Agreement, a "**Major Customer**" refers to a major customer

that had, together with such customer's contract manufacturers, contributed (in aggregate) 5 per cent. or more to the gross revenue of the Sunningdale Group as disclosed and reflected in the latest audited accounts of the Sunningdale Group as at the date of the Implementation Agreement.

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 Acquisition 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 Company (and where applicable, any Sunningdale Group Company)

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

1. **Conversion of Shares:** any Sunningdale Group Company converting all or any of its shares into a larger or smaller number of shares;
2. **Share Buy-back:** any Sunningdale Group Company (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:** save for the issuance or allotment of Shares pursuant to outstanding grants awarded under the Sunningdale Restricted Share Plan 2014, any Sunningdale Group Company resolving to reduce or otherwise alter its share capital in any way;
4. **Allotment of Shares or Units:** save for the issuance or allotment of Shares pursuant to outstanding grants awarded under the Sunningdale Restricted Share Plan 2014, any Sunningdale Group Company 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 Sunningdale Group Company issuing, or agreeing to issue, convertible notes or other debt securities;
6. **Dividends:** any Sunningdale Group Company 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 Sunningdale Group Company by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by any Sunningdale Group Company;
8. **Resolution for Winding Up:** any Sunningdale Group Company 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 Sunningdale Group Company;
10. **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of any Sunningdale Group Company;
11. **Composition:** any Sunningdale Group Company 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 Sunningdale Group Company;

13. **Insolvency:** any Sunningdale Group Company 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 Sunningdale Group Company ceases or threatens to cease for any reason to carry on business in the usual ordinary course;
15. **Investigations and Proceedings:** if any Sunningdale Group Company 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
Undertaking Shareholders

Name of Undertaking Shareholder	Description	Total Number of Sunningdale Shares Owned Legally and/or Beneficially	Number of Sunningdale Shares Owned Legally and/or Beneficially as a % of the Total Number of Sunningdale Shares
Yarwood	Substantial shareholder of Sunningdale	15,301,600	7.97
GSH	Substantial shareholder of Sunningdale	15,301,600	7.97
BH	Chief executive officer and an executive director of Sunningdale	4,217,882 ⁸	2.20

⁸ In addition to the Sunningdale Shares, BH also holds a direct interest in 580,000 Share Awards.

Schedule 4
Key terms relating to the Holdco Shares

1. **Board Seats.** The board of HoldCo will comprise a maximum of eight directors, with each Controlling Shareholder having the right to appoint one director for every multiple of 12 per cent. of HoldCo Shares which it holds.

2. **Reserved Matters.** Subject to any additional requirements specified by the Companies Law of the Cayman Islands, none of the following reserved matters (the “**Reserved Matters**”) shall be taken by HoldCo unless with the prior written approval of either all the directors of HoldCo or the approval of all the Controlling Shareholders:
 - (a) Any change in the nature and/or scope of business of HoldCo or any of its subsidiaries (collectively, the “**Group**” and each, a “**Group Company**”).
 - (b) The dissolution, liquidation, or winding-up of a Group Company.
 - (c) Any amendment to the constitution of a Group Company.
 - (d) Other than (i) an issuance made initially on a pro-rata basis to the HoldCo Shareholders or to another Group Company or (ii) an issuance pursuant to the ESOS, any increase in the share capital of a Group Company or the issue or grant of any option over the unissued share capital of a Group Company or the issue of any new class of shares in the capital of a Group Company or the issuing of any convertible securities by a Group Company.
 - (e) Any amalgamation or reconstruction of any Group Company, or any merger of any Group Company with any corporation, firm or other body.
 - (f) Any repurchase, cancellation or redemption of a Group Company’s share capital or any reduction, consolidation, subdivision or reclassification or other alteration of its capital structure.
 - (g) The commencement, defence or settlement by a Group Company of any litigation, arbitration or administrative proceedings other than as plaintiff in the collection of debts arising in the ordinary course of business.
 - (h) The appointment or removal of, or change in, the auditors of a Group Company.
 - (i) The grant by a Group Company of any power of attorney the subject matter of which is connected in any way to the Reserved Matters.
 - (j) The establishment of any committee of the board of a Group Company, and delegation of any powers of the relevant board to any such committee.
 - (k) Any public offering or listing or quotation of the shares or other equity of a Group Company on any stock exchange.
 - (l) The approval of the annual budget of the Group and any subsequent amendments, modifications, addendum or additions thereto which results in a deviation of 15 per cent. or more from the approved annual budget.

- (m) The incurring by any Group Company of any capital expenditure (including the acquisition of any undertaking or asset whether under lease or hire purchase or otherwise) other than capital expenditure which does not exceed the capital expenditure in the annual budget, or the amount in any amendments, modifications, addendum or additions thereto which resulted in a deviation of 15 per cent. or more in each case, as approved in accordance with paragraph 2(l) of this **Schedule 4**.
 - (n) The adoption of, or any significant change in, the accounting policies of a Group Company, other than as required by law or accounting policies generally accepted in Singapore from time to time.
 - (o) Entry into or variation of any transaction between a Group Company and any HoldCo Shareholder (with the interested HoldCo Shareholder and his appointed directors abstaining).
 - (p) Entry into or variation of any transaction for the acquisition or disposal of assets exceeding 20 per cent. of the Group's net asset value as derived from the Group's last consolidated audited accounts.
3. **Anti-dilution.** Save and except for an issue of shares pursuant to any executive/employee share option scheme (including the ESOS) or unless otherwise consented to by each Controlling Shareholder, the issue of any unissued shares in HoldCo or of any new HoldCo Shares from time to time created shall be offered first pro-rata to the existing HoldCo Shareholders in proportion as nearly as practicable to their respective shareholding percentages. If any HoldCo Shareholder declines to subscribe for (either all or part thereof) of the offered HoldCo Shares (the "**Declined Shares**"), the HoldCo Shareholders who have taken up their proportion of the issuance shall have the option but not the obligation to subscribe for the Declined Shares in their respective shareholding proportions *inter se*, or in such proportion as they may agree amongst themselves.
4. **Transfer of HoldCo Shares and Exit Mechanisms.**
- (a) **Moratorium.** Subject to paragraph 4(f) of this **Schedule 4**, each HoldCo Shareholder shall not, without the prior written consent of the other Controlling Shareholders and the board of HoldCo, transfer all or any part of the HoldCo Shares held by it for the time being to any person within a period of three years after the Effective Date ("**Moratorium Period**").
 - (b) **Restriction on Encumbrance.** No HoldCo Shareholder shall, without the prior written consent of the other Controlling Shareholders, create or have outstanding any Encumbrance or security interest on or over any HoldCo Shares or any part of its interest in such HoldCo Shares (otherwise than by a transfer of such HoldCo Shares in accordance with the Consortium and Shareholders' Agreement).
 - (c) **Right of First Offer.** After the Moratorium Period, subject to paragraph 4(f) of this **Schedule 4**, any HoldCo Shareholder who desires to transfer any of its HoldCo Shares (the "**Transferor**") shall give to HoldCo and the Controlling Shareholders (other than the Transferor, if the Transferor is also a Controlling Shareholder) (the "**Other Shareholders**") notice in writing of such desire (a "**Transfer Notice**"), which notice shall specify the number of HoldCo Shares proposed to be sold and transferred (the "**Sale Shares**").

Within 21 days of the receipt of the Transfer Notice, each Other Shareholder may exercise its right of first offer to purchase all (and not some only) of the Sale Shares (the “**ROFO Offer**”) by delivering a written notice (the “**ROFO Notice**”) to the Transferor stating: (i) that it wishes to purchase the Sale Shares; (ii) the price per Sale Share in cash at which it intends to purchase the Sale Shares (“**ROFO Price**”); and (iii) any other terms and conditions of such purchase, if any (the “**Prescribed Terms**”).

In the event that:

(i) the Other Shareholders do not submit a ROFO Offer within such 21-day period;
or

(ii) the Transferor declines to accept the ROFO Offer(s),

the Transferor shall be entitled to sell the Sale Shares to a *bona fide* third party purchaser, within six months after the last date on which a ROFO Notice may be given, at a price not less than the highest ROFO Price and on terms no less favourable than the Prescribed Terms (if any), except that the Transferor may provide representations, warranties, covenants and indemnities customary for such transfer to such third party purchaser.

(d) **Tag-Along.** In the event that KBHCo, after having first complied with the provisions of paragraph 4(c) of this **Schedule 4**, wishes to transfer such number of its HoldCo Shares to a third party buyer which would result in KBHCo holding less than 80 per cent. of the HoldCo Shares held by it as at or shortly after the Effective Date, the Controlling Shareholders (the “**Tag-Along Shareholders**”) can elect to sell to such third party buyer such number of their HoldCo Shares such that the number of HoldCo Shares to be sold by KBHCo and the Tag-Along Shareholders shall be pro-rata to their shareholding percentages in HoldCo, and on terms and conditions (including price) no less favourable to the Tag-Along Shareholders as those offered to KBHCo.

(e) **Drag-Along.** Any HoldCo Shareholder or HoldCo Shareholders (acting collectively) holding more than 50 per cent. of the HoldCo Shares (the “**Majority Shareholder**”) shall be entitled, after having first offered its HoldCo Shares (the “**Majority Shareholder’s Shares**”) to the Controlling Shareholders in compliance with the provisions of paragraph 4(c) of this **Schedule 4** and provided that the Controlling Shareholders do not apply to purchase all (but not less than all) of the Majority Shareholder’s Shares in accordance with such provisions, to sell to a third party (the “**Drag-Along Purchaser**”) all (but not less than all) of the Majority Shareholder’s Shares and, in addition, to, by notice in writing to all the other HoldCo Shareholders (the “**Dragged-Along Shareholders**”), require the Dragged-Along Shareholders to sell to the Drag-Along Purchaser all (and not some only) of the Dragged-Along Shareholders’ HoldCo Shares. The Majority Shareholder shall be permitted to sell the Majority Shareholder’s Shares and the Dragged-Along Shareholders shall be bound to sell such HoldCo Shares only if the Equity Value⁹ of the Group is no less than S\$195,000,000. In addition, the Dragged-Along Shareholders shall be bound to sell

⁹ “**Equity Value**” means the value of the Group to the HoldCo Shareholders and which, (i) in the event of a trade sale of HoldCo shall mean the gross proceeds payable to all the HoldCo Shareholders in aggregate; and (ii) in the event of an initial public offering of the HoldCo Shares, the pre-money valuation of HoldCo based on the initial public offering price per HoldCo Share.

such HoldCo Shares if the terms and conditions (including price) are no less favourable to the Dragged-Along Shareholders than those offered to the Majority Shareholder.

- (f) **Permitted Transferee.** The restrictions on transfer of HoldCo Shares contained in paragraphs 4(a), 4(b), 4(c), 4(d) and 4(e) of this **Schedule 4** shall not apply in the case of a transfer of any or all of the HoldCo Shares owned by a HoldCo Shareholder to an Affiliate¹⁰ of such HoldCo Shareholder.

5. **Default Call Option.**

- (a) In the event that a Specified Default Event¹¹ occurs in relation to any HoldCo Shareholder, the non-defaulting Controlling Shareholder ("**Non-Defaulting Shareholder**") shall, without prejudice to any other rights and remedies it may have, be entitled to a call option, being the right of the Non-Defaulting Shareholder to require the Defaulting Shareholder¹² to sell to the Non-Defaulting Shareholder free from all Encumbrances and with all rights and advantages attaching thereto, all (and not some only) of the HoldCo Shares held by the Defaulting Shareholder for the time being at the following price:

¹⁰ "**Affiliate**" means, with respect to any person, any person directly or indirectly controlling, controlled by, or under common control with, such person. The word "**control**" (including its correlative meanings, "**controlled by**" or "**controlling**" and "**under common control with**") means, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 per cent. of the voting rights attributable to the shares of the controlled corporation or the right or power to appoint, or cause the appointment of, more than 50 per cent. of the members of the board of directors (or similar governing body) of such person and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, and for the avoidance of doubt, a general partner is deemed to control a limited partnership and, solely for the purposes of the Consortium and Shareholders' Agreement (unless otherwise expressly stated), an investment fund, trust or vehicle managed or advised by a person and/or its Affiliates shall also be deemed to be controlled by such person and/or such Affiliates.

¹¹ A "**Specified Default Event**" in relation to any HoldCo Shareholder (the "**Defaulting Shareholder**") means any of the following:

- (i) that HoldCo Shareholder is in serious and/or persistent breach of the terms of the Consortium and Shareholders' Agreement which, if capable of cure, has not been cured within a period of 60 days after written notice thereof and requiring the breach to be cured has been given to that HoldCo Shareholder;
- (ii) in the case of any Controlling Shareholder, that Controlling Shareholder ceases to be controlled by the person or persons who had control of such Controlling Shareholder (a "**Change in Control**"); and
- (iii) that HoldCo Shareholder suffers an Insolvency Event. "**Insolvency Event**" means, with respect to a HoldCo Shareholder, any of the following:
 - (1) a court of competent jurisdiction makes an order, or a resolution is validly and effectively passed, for the winding-up, dissolution or judicial management or administration of such HoldCo Shareholder otherwise than in the course of reorganisation or restructuring, or where such HoldCo Shareholder is an individual, an order of bankruptcy or a bankruptcy trustee is appointed in relation to such HoldCo Shareholder or such other analogous proceedings;
 - (2) any attachment, sequestration, distress, or execution is levied, enforced or instituted against the assets of such HoldCo Shareholder and the same is not stayed, discharged, released or satisfied (as the case may be) within 60 days of such levy, enforcement or institution (as the case may be);
 - (3) a liquidator, judicial manager, receiver, administrator, trustee-in-bankruptcy, custodian or other similar officer has been appointed (or a petition for the appointment of such officer has been presented) in respect of any assets of such HoldCo Shareholder and the same is not stayed, discharged, released or satisfied (as the case may be) within 60 days of such appointment or presentation of petition (as the case may be); and (where relevant) such HoldCo Shareholder convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors.

¹² Please see definition in footnote 11.

- (i) the fair market value of such HoldCo Shares, where the default relates to an Insolvency Event¹³ of the occurring in respect of the Defaulting Shareholder; and
 - (ii) 90 per cent. of the fair market value of such HoldCo Shares, where the default relates to a serious and or persistent breach by the Defaulting Shareholder (which, if capable of cure has not been cured within a prescribed time) or such Defaulting Shareholder suffering a Change in Control¹⁴.
6. **Liquidity Event.** Under the terms of the Consortium and Shareholders' Agreement, KBHCo, Novo Tellus and HoldCo shall, subject to market conditions and at a price acceptable to all the Controlling Shareholders, jointly work towards achieving a liquidity event (a "**Liquidity Event**") within five years of the Effective Date, which Liquidity Event may include but shall not be limited to an initial public offering or a trade sale, in each case on terms which must be approved by all the Controlling Shareholders.

¹³ Please see definition in footnote 11, limb (iii).

¹⁴ Please see definition in footnote 11, limb (ii).

Schedule 5

Specific Obligations

All capitalised terms used and not defined in this **Schedule 5** shall have the same meanings given to them in the Implementation Agreement.

The specific obligations of the Company are as follows:

1. **Joint Announcement:** release the Joint Announcement jointly with BidCo 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 BidCo:**
 - (a) prepare the requisite shareholder documents, including the Scheme Document in consultation with BidCo 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 BidCo with sufficient time for BidCo's review, being at least five Business Days, or such longer time as BidCo may reasonably require and obtain BidCo'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. **SGX-ST Clearance:**
 - (a) file the draft Scheme Document with the SGX-ST for clearance, together with a draft of the IFA opinion;
 - (b) as soon as reasonably practicable after receiving comments or queries from the SGX-ST, file a revised draft of the Scheme Document with the SGX-ST; and
 - (c) diligently pursue the SGX-ST's clearance for the Scheme Document and for the approval-in-principle of the delisting of the Company after the Effective Date;
6. **Scheme Meeting:** subject to obtaining the prior written approval-in-principle of the SGX-ST for the draft Scheme Document:
 - (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 BidCo, 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 BidCo, for use at the Scheme Meeting;
8. **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 Court Order and for any ancillary orders relating thereto (all such applications, orders and all affidavits in support thereof, including the Court Order, to be in such form and substance as may be approved by BidCo, 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 Court Order with ACRA:** subject to the Court Order being granted, expeditiously deliver a copy of the Court Order to ACRA for lodgement in accordance with Section 210(5) of the Companies Act;
10. **Provision of Information and Consultation with BidCo:** from the date of the Implementation Agreement until the Effective Date, subject to the Company's and every Sunningdale Group Company's legal obligations or restrictions and to every Sunningdale Group Company's directors' fiduciary duties, provide (and procure that the Sunningdale Group and their respective Representatives will so provide) BidCo with access to such information relating to the Company, the Sunningdale Group, the Company's directors and the Company's concert parties which BidCo may reasonably require in relation to or in connection with the Acquisition, the Scheme, BidCo's financing arrangements or BidCo's post-Acquisition plans for the Business and to facilitate the timely notification of material matters affecting the Company to BidCo. To the extent that any legal or contractual obligations in relation to third parties or any Sunningdale Group Company's directors' fiduciary duties may limit the Company's obligations to comply with this paragraph 10 of **Schedule 5**, the Company shall forthwith inform BidCo of that fact;
11. **Access:** upon BidCo providing reasonable notice and as BidCo may reasonably require, make available its Representatives during Working Hours to discuss and assist with BidCo's transition planning and financing arrangements;
12. **Application for Delisting of the Company:** subject to the Scheme becoming effective in accordance with its terms, apply to the SGX-ST for a delisting of the Company with effect after the Effective Date;
13. **Directors' Responsibility:** ensure that its directors shall take responsibility for all information included in the Scheme Document (other than information relating to BidCo and its concert parties provided by or on behalf of BidCo to the 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;

14. No Action: save for the exercise of any of its rights under the Implementation Agreement and subject to the Company's legal obligations or restrictions, take no action which may be prejudicial to the completion of the Acquisition or the implementation of the Scheme;

15. Conduct of Business by the Sunningdale Group: subject to the 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 Company (and undertake to procure that all the Sunningdale Group Companies):

(a) shall carry on the Business of the Sunningdale Group as a going concern in the ordinary and usual course consistent with past practices, and save insofar as otherwise agreed in writing by BidCo, 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 Sunningdale 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 15(a) of this **Schedule 5** and save as required by Law, shall not (and shall procure that all the Sunningdale Group Companies shall not), without the prior written consent of BidCo (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 Sunningdale 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 Acquisition;

(iv) incur any additional borrowings or incur any other indebtedness other than in the ordinary and usual course of business and pursuant to existing credit facilities, provided that the aggregate borrowings under existing credit facilities shall not exceed S\$128,500,000 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 15 of this **Schedule 5** shall restrict any Sunningdale Group Company from fulfilling its obligations under existing contractual commitments, which have been disclosed to BidCo prior to the date of the Implementation Agreement.

- 16. **Appointment of BidCo's Nominees, etc.:** as soon as practicable after the Effective Date, but in any event not later than two Business Days thereafter, the Company will appoint such nominees of BidCo to the Board as BidCo may direct, subject to applicable Laws and restrictions under the Constitutional Documents of the Company;
- 17. **Appeal Process:** if the Court refuses to make any orders convening the Scheme Meeting or approving the Scheme, the 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 Company, BidCo shall furnish to the Company and its advisers such information relating to BidCo and its concert parties as required by them for the purposes only of the appeal and, where necessary, provide all reasonable assistance as the Company and its advisers may reasonably request for the purposes of the appeal;
- 18. **Deal Protection:** during the No-Shop Period, (I) the Company will not, and will ensure that none of its Representatives will, on behalf of the Company, whether directly or indirectly, solicit, initiate, or encourage any initial or further communication to procure proposals on Competing Offers, or communicate any intention to do any of these things in respect of a Competing Offer, or enter into any agreements or other arrangements regarding a Competing Offer, and (II) the Company shall promptly notify BidCo if it receives an approach regarding a proposal on a Competing Offer, and in such event, the Company shall, subject to any applicable Law, provide BidCo the material terms of such approach, provided that nothing in the foregoing prevents the Company from providing information to any *bona fide* third party in compliance with Rule 9.2 of the Code or prevents the Company from continuing to make normal presentations to brokers, portfolio investors and analysts in the ordinary and usual course of business.

Provided further that, and for the avoidance of doubt, nothing herein shall: (A) prohibit the Company from taking such action as may be required for the Company to comply with any applicable Law and its obligations under the Code; or (B) prohibit or restrict the directors of the Company from complying with or discharging their fiduciary duties and complying with all applicable Laws. In the event the Company receives any unsolicited or uninitiated expression of interest, or an offer or proposal is received by the Company, the Company shall be entitled to:

- (a) if permitted pursuant to the Listing Manual and/or the Code, announce such expression of interest, offer or proposal;
- (b) make any required recommendation to the Scheme Shareholders, if a general offer is made in accordance with the Code; and
- (c) entertain such unsolicited expression of interest, offer or proposal, to the extent that the directors of the Company determine that failure to take such action could violate their fiduciary duties and any applicable Laws and regulations (including obligations under the Code); and

- 19. Recommendation:** where the IFA has advised that the Shareholders should vote in favour of the Scheme, the Company shall use its reasonable endeavours to procure that all of its Non-conflicted Directors will similarly recommend that the Scheme Shareholders vote in favour of the Scheme, subject to any legal or statutory obligations or fiduciary duties that the Company and its Non-conflicted Directors may be subject to. For the avoidance of doubt, nothing in this paragraph 19 of this **Schedule 5** shall be construed as requiring the Company to act, or to procure its Non-conflicted Directors to act, or to refrain from acting, in any manner which may be in breach of their fiduciary duties or any applicable Laws.