

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Blackgold International Holdings Limited ("Blackgold")

ACN/ARSN 145 095 478

### 1. Details of substantial holder(1)

Name Khua Klan Keong

ACN/ARSN (if applicable) -

There was a change in the interests of the substantial holder on

10/ 11 /14

The previous notice was given to the company on 14/ 05 /13

The previous notice was dated 14/ 05 /13

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary share	90,696,835	10.17%	51,651,103	5.82%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest Changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
10/11/14	Khua Klan Keong	Disposal of shares	A\$4,186,080.40	Ordinary share 41,860,804	41,860,804
Please refer to the Agreement pursuant to which the shares are disposed (Annexure A of 4 pages)					

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Singapore Enterprises Private Limited ("SEPL")	Singapore Enterprises Private Limited ("SEPL")		Khua Klan Keong has a deemed relevant interest under Section 308(3)(b) of the Corporation Act in the share in which SEPL has a relevant interest	Ordinary share 51,651,103	51,651,103

##### 5. Changes In association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N.A.	

##### 6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Singapore Enterprises Private Limited	51 Penjuru Road #04-00 Singapore 609143
Khua Klan Keong	51 Penjuru Road #04-00 Singapore 609143

##### Signature

print name Khua Klan Keong

Capacity

sign here



date / / 10 NOV 2014

##### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

**THIS AGREEMENT** made the 10<sup>th</sup> day of November 2014

Between **Khua Kian Keong** (NRIC No. S6830009F) of 8 Wimborne Road, Singapore 436637 (hereinafter referred to as "the Vendor") of the one part;

And **Great Harvest Capital Corp** (BVI Reg. No. 1763500) of 108 Wilkinson Road, Singapore 436748 (hereinafter referred to as "the Purchaser") of the other part.

**WHEREAS**

1. The Vendor is the registered owner of Forty One Million Eight Hundred Sixty Thousand Eight Hundred and Four (41,860,804) ordinary issued shares in the Blackgold International Holdings Limited which are fully paid and credited as fully paid.
2. The Vendor has agreed to sell and the Purchaser has agreed to purchase from the Vendor Forty One Million Eight Hundred Sixty Thousand Eight Hundred and Four (41,860,804) ordinary issued shares in Blackgold International Holdings Limited (hereinafter referred to as "the Sale Shares") free from all charges, liens, pledges, claims, demands, orders and other encumbrances whatsoever upon the terms and conditions hereinafter set out.

**NOW IT IS HEREBY AGREED** as follows :-

1. **AGREEMENT FOR SALE**

The Vendor shall sell and the Purchaser shall purchase from the Vendor the Sale Shares free from all charges, liens, pledges, claims, demands, orders or any other encumbrances whatsoever and with all rights privileges and dividends attached thereto at a purchase price of Australian Ten cents (A\$0.10) per share amounting to Australian Dollar Four Million One Hundred Eighty Six Thousand Eighty and Cents Forty (A\$4,186,080.40) only (hereinafter referred to as "the Purchase Price").

2. **PAYMENT OF PURCHASE PRICE**

Subject to the terms and conditions hereinafter contained, the Purchaser shall pay to the Vendor the full Purchase Price for the Sale Shares in the manner as the Vendor and Purchaser shall mutually agreed.

### **3. DIVIDENDS**

In consideration of the provisions set out in Clause 2 herein contained it is hereby expressly agreed that upon execution of this Agreement, the Purchaser shall be entitled to receive all dividends monies payments benefits (if any) whatsoever declared and/or paid with effect from the date of this Agreement by the Company arising directly or indirectly from the Sale Shares.

### **4. TRANSFER OF THE SALE SHARES**

Upon execution of this Agreement, the Vendor shall deliver to the Purchaser:

- (i) duly executed transfer forms in favour of the Purchaser (or its nominee) in respect of all the Sale Shares, together with the relative share certificates and all documents required to effect the stamping of the transfers; and
- (ii) any waivers, consents or other documents required (if any) to vest in the Purchaser the full legal and beneficial ownership of the Sale Shares and to enable the Purchaser to be registered as the holder of the Sale Shares.

### **5. SPECIFIC PERFORMANCE**

In the event that either of the parties hereto shall default in the performance of their respective obligations and covenants herein, the other party shall be entitled to the remedy of specific performance against the defaulting party that an alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for any party's default in the performance of the terms and conditions herein.

### **6. NOTICE**

Any notice, election or communication required to be given hereunder by either party hereto to the other party, in any capacity (hereinafter referred to as a "Notice") shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telegraphed, telefaxed, or delivered at the address of the other party as set out in this Agreement or at such substitute address as the other party may from time to time direct in writing, and any such Notice shall be deemed to have been received if delivered on the first business day following the day of delivery, if telefaxed or telegraphed on the next business day after the date of telefaxing or telegraphing, and if mailed on the fifth business day after the time of mailing.

### **7. TIME**

Time wherever mentioned shall be of the essence of this Agreement.

**8. FURTHER ASSURANCE**

All the parties hereto shall execute and to procure all other necessary persons or companies, if any, to execute and do all such further deeds, assurance, acts and things as may be reasonably required so that full effect may be given to the terms and conditions of this Agreement.

**9. NO WAIVER**

Knowledge or acquiescence by either party hereto of or in any breach of any of the conditions or covenants herein contained shall not operate or be deemed to be a waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence each party hereto shall be entitled to exercise their respective rights under this Agreement and to require strict performance by the other of the terms and conditions herein.

**10. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of Singapore.

**11. COSTS**

It is agreed that all costs (if any) for the completion of this Agreement and the stamp duty and registration fees for the transfer of the Sale Shares to the Purchaser shall be borne and solely paid by the Purchaser.

**12. SUCCESSORS BOUND**

This Agreement shall be binding upon the heirs, executors, administrators, successors-in-title and assigns of the Vendor and the Purchaser.

**13. INTERPRETATION**

In this Agreement unless there be something in the subject or context inconsistent herewith, words importing the singular or the masculine gender only include the plural number or the feminine gender and words importing persons include corporations and the expressions "the Purchaser" and "the Vendor" include their respective successors-in-title and heirs/personal representatives.

**14. EFFECT OF HEADINGS**

The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

**IN WITNESS WHEREOF** each of the Vendor and the Purchaser hereto have hereunto set their respective hands the day and year hereunder written.

SIGNED by the Vendor  
in the presence of:-

)   
.....  
Khua Kian Keong  
(NRIC No. S6830009F)

The Common Seal of the Purchaser )  
**Great Harvest Capital Corp** )  
**(BVI Reg No: 1763500 )** )  
has been duly affixed hereto )  
in the presence of :- )

  
.....  
Director

.....  
Director/Company Secretary