
PROVISION OF SHAREHOLDERS' LOAN TO JOINT VENTURE COMPANY

1. INTRODUCTION

1.1 The board of directors (the "**Board**" or "**Directors**") of Astaka Holdings Limited (the "**Company**" and together with its subsidiaries, the "**Group**") refers to its announcements dated:

- (a) 12 July 2024 (the "**Term Sheet Announcement**") in relation to the legally binding term sheet entered into by Astaka Padu Sdn. Bhd. ("**APSB**") with Astaka Capital Sdn. Bhd. ("**ACSB**"), Kii Amber Sdn. Bhd. ("**KIASB**"), and Seaview Holdings Sdn. Bhd. ("**SHSB**") (each a "**Party**", and collectively, the "**Parties**") (the "**Term Sheet**"), whereby the provisions of the Term Sheet are to be used as basis for the Parties to enter into the SSA and SPA (collectively, the "**Definitive Agreements**") and certain other agreements for the development of the Project and the Project Land (such certain other agreements, collectively, the "**Other Development Agreements**");
- (b) 9 September 2024 in relation to the extension of time to 31 October 2024 for the Parties to enter into the Definitive Agreements and the Other Development Agreements;
- (c) 30 October 2024 in relation to the extension of time to 30 November 2024 for the Parties to finalise and execute the Definitive Agreements and the Other Development Agreements; and
- (d) 13 November 2024 (the "**Definitive Agreements Announcement**") in relation to the entry into the Definitive Agreements and the Other Development Agreements, (collectively, the "**Announcements**").

1.2 Unless otherwise defined, all capitalised terms used herein shall bear the meanings ascribed to them in the Term Sheet Announcement.

2. ENTRY INTO SHAREHOLDERS' LOAN AGREEMENT

2.1. Further to the Announcements, the Board wishes to inform shareholders of the Company ("**Shareholders**") that ACSB and KIASB (collectively, the "**JVCo Shareholders**") had on 15 January 2025 entered into a shareholders' loan agreement (the "**Shareholders' Loan Agreement**") with the Company's 51%-owned indirect subsidiary, Astaka Kimlun Sdn. Bhd. ("**AKSB**" or the "**JVCo**"), pursuant to which, the JVCo Shareholders have agreed to grant an interest bearing unsecured loan in the principal amount not exceeding RM170,000,000 to AKSB in their respective Shareholding Proportions, on the terms and subject to the conditions set out in the Shareholders' Loan Agreement (the "**Proposed Shareholders' Loan**").

2.2. Unless otherwise stated, the exchange rate between S\$ and RM as set out in this announcement is S\$1 : RM3.2858, based on the exchange rate between S\$ and RM as at 15 January 2025.

3. INFORMATION ON THE PARTIES

The information on the parties as at the date of this announcement and as referred to in paragraph 2.1 above, is set out below:

3.1. AKSB

AKSB is a company incorporated in Malaysia and its principal activity is that of property development. As at the date of this announcement, the JVCo Shares Subscription has been completed on 13 November 2024 in accordance with the terms of the SSA, and accordingly ACSB's shareholding interest in AKSB has been diluted from 100% to 51%, with KIASB holding the remaining 49% shareholding interest in AKSB, in accordance with the terms of the SSA.

3.2. ACSB

ACSB is a company incorporated in Malaysia and its principal activity is that of property development. By virtue of APSB's 51% shareholding interest in ACSB, ACSB is a 51%-owned indirect subsidiary of the Company. SHSB holds the remaining 49% of the shareholding interest in ACSB. Please refer to the Company's announcement dated 31 May 2023 in relation to the incorporation of ACSB, a joint venture between APSB and SHSB, for further details.

3.3. KIASB

KIASB is a company incorporated in Malaysia, and is a wholly-owned subsidiary of Kimlun Corporation Berhad, a public limited company listed on the Main Market of Bursa Malaysia Securities Berhad. KIASB is principally engaged in investment holding, property investment and property development.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, KIASB is a third party independent from the Company and its connected persons (as defined under the Catalist Rules).

3.4. Structure Chart

Please refer to paragraph 3.7 of the Definitive Agreements Announcement for the structure chart which sets out the relationship amongst Dato' Malek (as defined below), the Parties and AKSB.

4. THE PROPOSED SHAREHOLDERS' LOAN

Pursuant to the Term Sheet and SPA as announced by the Company on 12 July 2024 and 13 November 2024 respectively, the JVCo Shareholders had disbursed a sum amounting to RM12,300,000 in aggregate ("**Initial Shareholders' Loan**") in accordance with their respective Shareholding Proportions to finance the first 20% of the Price (before Adjustment) of the Project Land ("**Deposit**").

Following which, the JVCo Shareholders have agreed to enter into the Shareholders' Loan Agreement with AKSB to formalise the terms governing the provision and repayment of the Initial Shareholders' Loan. The Shareholders' Loan Agreement shall also govern an additional shareholders' loan facility amounting to RM157,700,000 in aggregate (the "**Additional Shareholders' Loan**", together with the Initial Shareholders' Loan, collectively the "**Shareholders' Loan**") to AKSB in accordance with their respective Shareholding Proportions,

pursuant to the terms of the SSA. The Additional Shareholders' Loan is intended to finance AKSB's payment of the balance consideration of the Project Land and AKSB's working capital requirements.

Accordingly, the Shareholders' Loan shall be provided by the JVCo Shareholders as follows:

	JVCo Shareholders	Shareholding Proportions (%)	Initial Shareholders' Loan	Additional Shareholders' Loan	Shareholders' Loan
1.	ACSB	51	RM6,273,000	RM80,427,000	RM86,700,000
2.	KIASB	49	RM6,027,000	RM77,273,000	RM83,300,000
	Total	100	RM12,300,000	RM157,700,000	RM170,000,000

5. THE SALIENT TERMS OF THE SHAREHOLDERS' LOAN AGREEMENT

The salient terms of the Shareholders' Loan Agreement are set out below:

5.1 Principal Amount

Ringgit Malaysia One Hundred Seventy Million (RM170,000,000).

5.2 Parties

- (a) Lenders: ACSB and KIASB (being the JVCo Shareholders)
- (b) Borrower: AKSB

5.3 Conditions Precedent

The rights and obligations of the JVCo Shareholders and AKSB under the Shareholders' Loan Agreement, save and except for those pertaining to costs and expenses, confidentiality obligations and the provisions relating to the Initial Shareholders' Loan, are subject to and conditional upon the following conditions precedent ("**Conditions Precedent**") being fulfilled and obtained by the cut-off date, being a business day falling five (5) months from the date of the Shareholders' Loan Agreement, or such later date as the JVCo Shareholders and AKSB may mutually agree upon in writing ("**Cut-Off Date**"):

- (a) ACSB having obtained the approval of the shareholders of the Company, being the ultimate holding company of ACSB, for the provision of the Additional Shareholders' Loan based on its Shareholding Proportion, in accordance with the terms of the Shareholders' Loan Agreement; and
- (b) KIASB having obtained the approval of the shareholders of Kimlun Corporation Berhad, being the holding company of KIASB, for the provision of the Shareholders' Loan based on its Shareholding Proportion, in accordance with the terms of the Shareholders' Loan Agreement.

If on the expiry of the Cut-Off Date, any of the Conditions Precedent stipulated above shall have not been fulfilled and obtained, then any party shall be entitled to terminate the Shareholders' Loan Agreement by giving a notice of termination to that effect to the other party, whereupon the following shall take place:

- (i) AKSB shall refund the entire Initial Shareholders' Loan extended by the JVCo Shareholders within 30 days from the date of the notice of termination; and
- (ii) (if applicable) AKSB shall refund any amounts extended by the JVCo Shareholders under the Additional Shareholders' Loan (as at the date of the notice of termination) within 30 days from the date of the notice of termination,

and following thereto, the JVCo Shareholders and AKSB shall not have any further rights under the Shareholders' Loan Agreement except in respect of:

- (1) any obligation under the Shareholders' Loan Agreement which is expressed to apply after the termination of the Shareholders' Loan Agreement; and
- (2) any rights or obligations which have accrued in respect of any breach of any of the provisions of the Shareholders' Loan Agreement by either party prior to such termination.

For information purposes, in the event the SPA is terminated in accordance with its terms, the Deposit will be dealt with in accordance with the terms of the SPA, whereas the repayment of the Initial Shareholders' Loan will be governed by the terms of the Shareholders' Loan Agreement, as referred under paragraph 5.3(i) above.

5.4 Drawdown of Additional Shareholders' Loan

- (a) Subject to the provisions of the Shareholders' Loan Agreement and the prior mutual agreement of AKSB and the JVCo Shareholders in respect of each drawdown amount, AKSB may, unless otherwise agreed by the JVCo Shareholders, at any time during the period commencing from the date upon which the Shareholders' Loan Agreement becomes unconditional and ending three (3) years thereafter or such other longer period as may be determined by both the JVCo Shareholders at their absolute discretion (such period, the "**Availability Period**"), call for a drawdown of the Additional Shareholders' Loan or any part thereof by giving to each of the JVCo Shareholders a written notice within a minimum of 14 days prior to the intended date of funding ("**Funding Date**").
- (b) Any part of the Additional Shareholders' Loan not drawn and/or utilised at the end of the Availability Period shall automatically be cancelled and shall not be available to AKSB.

5.5 Repayment of Initial Shareholders' Loan

- (a) Subject to paragraph 5.5(c) below, AKSB shall repay the Initial Shareholders' Loan, together with the interest accrued thereon, to the JVCo Shareholders in proportion to the amount contributed by each JVCo Shareholder in accordance with their respective Shareholding Proportions, on the third (3rd) anniversary of the following dates, being the respective dates on which the Initial Shareholders' Loan was advanced by the JVCo Shareholders ("**Initial Shareholders' Loan Repayment Period**"):
 - (i) 12 July 2024, for a sum of RM1,230,000 (being part of the Initial Shareholders' Loan); and
 - (ii) 13 November 2024, for a sum of RM11,070,000 (being the remaining part of the Initial Shareholders' Loan).

- (b) Notwithstanding the Initial Shareholders' Loan Repayment Period as stated in paragraph 5.5(a), the JVCo Shareholders shall have the right at any time to jointly make a demand for the repayment of the entire Initial Shareholders' Loan or any part thereof, including all the interest accrued thereon. Any such demand shall be made jointly by the JVCo Shareholders in writing and subject to the JVCo Shareholders giving 30 days' notice to AKSB ("**Initial Shareholders' Loan Repayment Notice**"). AKSB shall repay all amounts outstanding in respect of the entire Initial Shareholders' Loan or any part thereof on the expiry of 30 days after the date of the Initial Shareholders' Loan Repayment Notice.
- (c) Unless AKSB receives a notice of termination jointly issued by the JVCo Shareholders not less than 30 days prior to the expiry of the Initial Shareholders' Loan Repayment Period for any reason whatsoever informing AKSB that both the JVCo Shareholders do not wish to further extend the Initial Shareholders' Loan Repayment Period upon its expiry, and provided that no Event of Default (as defined below) has occurred, the Initial Shareholders' Loan Repayment Period shall automatically be extended by each subsequent one (1) year period. Following each such automatic extension pursuant to this paragraph 5.5(c), references to the Initial Shareholders' Loan Repayment Period shall also be extended accordingly and the maturity of the Initial Shareholders' Loan shall be construed as the last day of each relevant extended period.

5.6 Repayment of Additional Shareholders' Loan

- (a) Subject to paragraph 5.6(c) below, AKSB shall repay the Additional Shareholders' Loan, together with the interest accrued thereon, to the JVCo Shareholders in proportion to the amount contributed by each JVCo Shareholder in accordance with their respective Shareholding Proportions, on the third (3rd) anniversary of the relevant Funding Date ("**Additional Shareholders' Loan Repayment Period**").
- (b) Notwithstanding the Additional Shareholders' Loan Repayment Period as stated in paragraph 5.6(a) above, the JVCo Shareholders shall have the right at any time jointly make a demand for the repayment of any amounts outstanding under the Additional Shareholders' Loan, including all the interest accrued thereon. Any such demand shall be made jointly by the JVCo Shareholders in writing and subject to the JVCo Shareholders giving 30 days' notice to AKSB ("**Additional Shareholders' Loan Repayment Notice**"). AKSB shall repay all amounts outstanding under the Additional Shareholders' Loan on the expiry of 30 days after the date of issuance of the Additional Shareholders' Loan Repayment Notice.
- (c) Unless AKSB receives a notice of termination jointly issued by the JVCo Shareholders not less than 30 days prior to the expiry of the Additional Shareholders' Loan Repayment Period for any reason whatsoever informing AKSB that both the JVCo Shareholders do not wish to further extend the Additional Shareholders' Loan Repayment Period upon its expiry, and provided that no Event of Default (as defined below) has occurred, the Additional Shareholders' Loan Repayment Period shall automatically be extended by each subsequent one (1) year period. Following each such automatic extension pursuant to this paragraph 5.6(c), references to the Additional Shareholders' Loan Repayment Period shall also be extended accordingly and the maturity of the Additional Shareholders' Loan shall be construed as the last day of each relevant extended period.

5.7 **Payment of Interest**

- (a) AKSB shall pay to the JVCo Shareholders interest on the Shareholders' Loan at the rate of 8% per annum, computed on a daily basis and such interest shall accrue from the respective dates on which the Initial Shareholders' Loan was advanced by the JVCo Shareholders (insofar as the Initial Shareholders' Loan is concerned) or the relevant Funding Date (insofar as the Additional Shareholders' Loan is concerned) until the actual date of repayment of the entire Shareholders' Loan by AKSB to the JVCo Shareholders in accordance with their respective Shareholding Proportions.
- (b) For the avoidance of doubt, no interest shall be charged on any accrued interest.
- (c) All interest accrued on the Shareholders' Loan shall be payable annually in arrears to the JVCo Shareholders on 31 December.

For the avoidance of doubt, notwithstanding that the JVCo Shareholders have only agreed to formalise the payment of interest in respect of the Initial Shareholders' Loan upon the entry of the Shareholders' Loan Agreement, such interest shall accrue from the respective dates on which the Initial Shareholders' Loan was advanced by the JVCo Shareholders, being 12 July 2024 and 13 November 2024 respectively.

5.8 **No available resources for repayment of Shareholders' Loan**

Notwithstanding any provisions contained in the Shareholders' Loan Agreement, AKSB may, at any time upon AKSB's receipt of the Initial Shareholders' Loan Repayment Notice or the Additional Shareholders' Loan Repayment Notice (as the case may be) issued by the JVCo Shareholders, inform the JVCo Shareholders in writing that it does not have any available resources for the repayment of the Initial Shareholders' Loan or the Additional Shareholders' Loan (as the case may be). In such event, the JVCo Shareholders agree, covenant and undertake that they shall grant such extension of time as may be required by AKSB for the repayment of the Shareholders' Loan and shall not deliberately declare:

- (a) an Event of Default (as defined below) as prescribed in the Shareholders' Loan Agreement; or
- (b) the Initial Shareholders' Loan and/or the Additional Shareholders' Loan becomes immediately due and repayable by AKSB.

5.9 **No security**

The Shareholders' Loan shall be unsecured.

5.10 **Prepayment of Shareholders' Loan**

AKSB may prepay (without incurring any penalty) the Shareholders' Loan (together with all interest accrued on the Shareholders' Loan up to the date of prepayment), in whole or in part, at any time during the tenure of the Shareholders' Loan, provided that AKSB has given to the JVCo Shareholders not less than one (1) month's prior notice in writing of its intention to prepay the Shareholders' Loan.

5.11 Events of Default

Upon the occurrence of an event of default (including but not limited to AKSB's failure to repay and settle the Shareholders' Loan or any part thereof in accordance with the terms of the Shareholders' Loan Agreement), the JVCo Shareholders may jointly, without prejudice to any of its other rights, by notice in writing to AKSB, (a) declare the Shareholders' Loan to be immediately due and payable, whereupon the Shareholders' Loan shall become immediately due and payable; and/or (b) terminate the Shareholders' Loan Agreement whereupon the Shareholders' Loan Agreement shall cease effect and no party shall have any claims against the others save and except for any antecedent breach under the Shareholders' Loan Agreement.

6. RATIONALE FOR AND BENEFITS OF THE PROPOSED SHAREHOLDERS' LOAN

In view of the potential challenges that AKSB may face in securing external financing from banks or other financial institutions as a newly incorporated company, and the need for timely access to funding, the Proposed Shareholders' Loan, which is unsecured and has a fixed interest rate of 8% per annum, presents a practical and immediate solution to address these financial requirements for the execution of the Project.

The Company is of the view of that the terms of the Shareholders' Loan are acceptable for the following reasons:

- (a) the fixed interest rate of 8% per annum is comparable to secured loans which the Group currently has; and
- (b) the Shareholders' Loan is unsecured, and such loan will provide AKSB the ability and flexibility to quickly tap the readily available funds as and when required for general corporate and working capital purposes without the need to provide any security, charge or mortgage over the Group's assets.

For the reasons set out above, the Company is, therefore seeking Shareholders' approval for the Shareholders' Loan in view that if approved and entered into, the Shareholders' Loan will provide AKSB with an injection of funds for general corporate and working capital purposes and to meet its immediate to medium-term working capital requirements (including, for the acquisition of the Project Land, the obtainment of approvals from the relevant authorities for the Project, and the commencement of the development of the Project) and allow the Company to exclude the Shareholders' Loan from subsequent aggregations in determining whether the materiality threshold under Chapter 9 of the Catalist Rules has been reached.

7. THE SHAREHOLDERS' LOAN AS AN IPT

7.1 Chapter 9 of the Catalist Rules

Chapter 9 of the Catalist Rules governs transactions by a listed company, as well as transactions by its subsidiaries and associated companies that are considered to be entities at risk, with the listed company's interested persons.

Under Chapter 9 of the Catalist Rules, where a listed company or any of its subsidiaries or any of its associated companies, which is an entity at risk, proposes to enter into transactions with the listed company's interested persons, the listed company is required to seek shareholders' approval if the value of the transaction (either in itself or aggregated with the value of other transactions with the same interested person during the same financial year) is equal to or exceeds 5% of the Group's latest audited net tangible assets ("**NTA**").

For the avoidance of doubt, the requirement for shareholders' approval does not apply to any transaction below S\$100,000.

7.2 Details of the Interested Person

Dato' Dr. Daing A Malek bin Daing A Rahaman ("**Dato' Malek**"), being a controlling shareholder of the Company, holds:

- (a) a deemed interest of 66.55% of shares in the Company by virtue of his 100% shareholding interest in Horizon Sea Limited, which holds 1,244,062,150 shares in the capital of the Company and a direct shareholding interest of 0.20% of shares in the Company by virtue of his holding of 3,665,000 shares in the capital of the Company, resulting in a total interest of 66.75% of the share capital of the Company;
- (b) an indirect shareholding interest of 49% in ACSB by virtue of his 100% shareholding interest in DMR Holdings Sdn Bhd ("**DMR Holdings**"), which in turn holds 100% shareholding interest in SHSB; and
- (c) an indirect shareholding interest of 51% in AKSB by virtue of his 49% shareholding interest in ACSB held through SHSB.

Accordingly, AKSB is an "associate" of Dato' Malek, and is deemed to be an "interested person" for the purposes of Chapter 9 of the Catalist Rules. Therefore, the provision of the Shareholders' Loan, being a transaction between ACSB (being a 51% indirect subsidiary of the Company that is not listed on the SGX-ST or an approved exchange and thus an "entity at risk" under Chapter 9 of the Catalist Rules) and AKSB (an "associate" of Dato' Malek), constitutes an "interested person transaction" under Chapter 9 of the Catalist Rules.

7.3 Materiality Threshold under Chapter 9 of the Catalist Rules

Under Rule 906 of the Catalist Rules, shareholders' approval is required for an interested person transaction of a value equal to, or exceeding:

- (a) 5% of the Group's latest audited NTA; or
- (b) 5% of the Group's latest audited NTA, when aggregated with other transactions entered into with the same interested person during the same financial year.

Pursuant to Rule 908(1) of the Catalist Rules, Dato' Malek and AKSB are deemed to be the same interested person for the purposes of aggregation under Rule 906 of the Catalist Rules.

Under Rule 909(3) of the Catalist Rules, in the case of the lending of funds to an interested person, the value of the transaction is the interest payable on the loan and the value of the loan.

Pursuant to Rule 909(1) of the Catalist Rules, in the case of a partly-owned subsidiary or associated company, the value of the transaction is an issuer's effective interest in that transaction.

Pursuant to Rule 909(2) of the Catalist Rules, in the case of a joint venture, the value of the transaction includes the equity participation, shareholders' loans and guarantees to be given by the entity at risk.

Assuming that (i) the Shareholders' Loan is fully drawn down on the date of the Shareholders' Loan Agreement at a fixed interest rate of 8% per annum, (ii) the Initial Shareholders' Loan is repaid in full three (3) years from the respective dates on which the Initial Shareholders' Loan was advanced by the JVCo Shareholders, being 12 July 2024 and 13 November 2024, and (iii) the Additional Shareholders' Loan is repaid in full three (3) years from the Funding Date, the aggregate quantum of the Shareholders' Loan is RM107.51 million, being the principal amount extended by ACSB and the interest payable on such amount.

On the foregoing basis, and based on the Company's effective shareholding interest of 26.01% in AKSB (held through ACSB), the aggregate total amount at risk to the Company in relation to the Proposed Shareholders' Loan, is approximately RM54.83 million (or approximately S\$16.69 million), which represents approximately 66.12% of the latest audited NTA of the Group as at 31 December 2023 of approximately RM82.92 million. This comprises of the following:

- (a) Total amount at risk to the Company in relation to the Initial Shareholders' Loan is approximately RM3.97 million, which represents approximately 4.78% of the latest audited NTA of the Group as at 31 December 2023 of approximately RM82.92 million; and
- (b) Total amount at risk to the Company in relation to the Additional Shareholders' Loan is approximately RM50.86 million, which represents approximately 61.34% of the latest audited NTA of the Group as at 31 December 2023 of approximately RM82.92 million.

Notwithstanding that the value of the Initial Shareholders' Loan is less than 5% of the latest audited NTA of the Group, the Company will be seeking the approval of Shareholders (who are deemed independent for the purposes of the Proposed Shareholders' Loan) in respect of the Proposed Shareholders' Loan.

7.4 Details of All Interested Person Transactions for the Current Financial Year

As at the date of this announcement, there are no interested person transactions (excluding transactions of a value less than S\$100,000) entered into by the Group with Dato' Malek and his associates or any other interested persons for the current financial year beginning 1 January 2025 up to the date of this announcement.

8. CONVENING OF EXTRAORDINARY GENERAL MEETING TO OBTAIN SHAREHOLDERS' APPROVAL

The Company will be seeking Shareholders' approval at an extraordinary general meeting ("EGM") to be held by physical means in due course, to approve the Proposed Shareholders' Loan. A circular containing, *inter alia*, the notice of the EGM, details of the Proposed Shareholders' Loan, the opinion of the independent financial adviser (the "IFA") and the recommendations of the independent Directors and the audit committee of the Company (the "Audit Committee"), will be despatched to Shareholders in due course.

9. APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Company is finalising the appointment of an IFA to advise the Directors who are considered independent for the purposes of Proposed Shareholders' Loan and the Audit Committee on the Proposed Shareholders' Loan as an interested person transaction.

10. AUDIT COMMITTEE STATEMENT

The Audit Committee will be obtaining an opinion from the IFA before forming its view on whether the Proposed Shareholders' Loan is on normal commercial terms and is not prejudicial to the interests of the Company and its minority shareholders, and such view will be set out in the circular to be despatched to Shareholders in due course.

11. FINANCIAL IMPACT

The contribution by the Company through ACSB to the Shareholders' Loan will be funded by the Group's internal cash resources, external borrowings from third party (including banks and other financial institutions), as well as existing loan facilities extended by the Company's controlling shareholder and/or its associates, including but not limited to the shareholders' loan of up to RM60,000,000 extended by APSB and SHSB (as shareholders of ACSB) to ACSB ("**ACSB Shareholders' Loan Agreement**")¹ as well as the unsecured loan facility of up to RM60,000,000 extended by DMR Holdings (an associate of Dato' Malek, through his 100% shareholding interest in DMR Holdings) to ACSB ("**DMR ACSB Loan Agreement**")². The Shareholders' Loan is anticipated to be drawn down gradually in tandem with the progress of the development of the Project and the milestone payments in respect of the Project Land.

The Company's financing of Shareholders' Loan is not expected to have a material impact on the NTA and earnings per share of the Company for the financial year ending 31 December 2025.

¹ Please refer to the Company's announcement dated 3 September 2024 for further details. For completeness, ACSB has drawn down RM6,705,700 on the ACSB Shareholders' Loan Agreement as at the date of this announcement, of which RM6,273,000 was used to finance ACSB's contribution to the Initial Shareholders Loan.

² The Company had obtained the approval from its shareholders on 25 August 2023 for the entry into the DMR ACSB Loan Agreement as an interested person transaction under Chapter 9 of the Catalist Rules. Please refer to the Company's circular to Shareholders dated 10 August 2023 for further details. For avoidance of doubt, the Company has yet to commence any drawdown on the DMR ACSB Loan Agreement as at date of this announcement.

12. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save for Dato' Malek, whose interests in the Proposed Shareholders' Loan are disclosed above, none of the Directors or the controlling shareholders (as defined in the Catalist Rules) of the Company has any interest, direct or indirect, in the Proposed Shareholders' Loan, other than through their respective shareholdings (if any) in the Company.

13. ABSTENTION FROM VOTING

Pursuant to Rule 919 of the Catalist Rules, an interested person and any associate of the interested person must abstain from voting on the resolution approving the interested person transactions involving themselves and their associates. Such interested persons and their associates shall not act as proxies nor accept appointments as proxies in relation to such resolution unless specific voting instructions had been given by the Shareholders.

Accordingly, Dato' Malek will abstain, and will ensure that his associates will abstain, from voting on the Proposed Shareholders' Loan, nor accept any nominations to act as proxy for any Shareholder in approving the Proposed Shareholders' Loan at the EGM unless specific instructions as to voting are given by such Shareholder in the proxy instrument.

14. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Shareholders' Loan Agreement is available for inspection at the Company's registered office at 133 Cecil Street, #14-01, Keck Seng Tower, Singapore 069535, during normal business hours on any weekday for three (3) months from the date of this announcement.

Please contact the Company at robin.yoo@a8ile.com prior to making any visits to arrange for a suitable time slot for the inspection.

15. DIRECTORS' RESPONSIBILITY STATEMENT

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

The Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

16. CAUTIONARY STATEMENT

Shareholders and potential investors of the Company are advised to read the Announcements in conjunction with this announcement and further announcements by the Company carefully.

Shareholders and potential investors of the Company should note that the provision of the Proposed Shareholders' Loan is subject to conditions which may or may not be fulfilled. The Company will make the necessary announcements when there are further material developments in relation to the Proposed Shareholders' Loan.

Shareholders and potential investors of the Company are advised to refrain from taking any action with respect to their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. Shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

By Order of the Board

Khong Chung Lun

Executive Director and Chief Executive Officer

15 January 2025

This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**").

This announcement has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made, or reports contained in this announcement.

The contact person for the Sponsor is Ms Audrey Mok (Telephone +65 6232 3210) at 1 Robinson Road, #21-01 AIA Tower, Singapore 048542.
