AUTAGCO LTD.
(Company Registration No. 200311348E)
(Incorporated in the Republic of Singapore)

ENTRY INTO A LOAN AGREEMENT WITH EDGE GREEN ENERGY SDN. BHD. AND CHIONG YOU KWONG

*Unless otherwise specified, all capitalised terms shall have the same meaning ascribed to them in the announcements dated 30 July 2026 and 12 August 2026 ("**Previous Announcements**").*

1. INTRODUCTION

1.1. The board of director (the "**Board**" or "**Directors**") of Autagco Ltd. (the "**Company**", and together with its subsidiaries, the "**Group**") refers to the Previous Announcements in relation to the Proposed Acquisition. Further to Previous Announcements, the Board wishes to announce that, the Company (the "**Lender**") has on 17 August 2026, entered into a loan agreement ("**Loan Agreement**") with the Target Company (being Edge Green Energy Sdn. Bhd.) (the "**Borrower**") and the Vendor (being Chiong You Kwong) (the "**Guarantor**") (the Company, together with the Target Company and the Vendor, the "**Parties**", and each, the "**Party**"). Pursuant to the Loan Agreement, the Company has agreed to provide to the Target Company with an unsecured term loan (the "**Loan**") of S$200,000 (the "**Loan Amount**") on the terms and conditions set out in the Loan Agreement. The Vendor has undertaken and agreed to provide a personal guarantee in respect of the Loan.

2. SALIENT TERMS OF THE LOAN

The principal terms of the Loan Agreement are summarised as follows:

Drawdown	:	The Target Company shall be entitled to draw down the entire Loan Amount in a single lump-sum payment of S$200,000, on a date to be agreed between the Parties ("**Date of Disbursement**"). The Company will only be obliged to comply with the above, if on the Date of Disbursement: (a) the Target Company shall have obtained all necessary approvals for the Loan Agreement and the transactions contemplated, from its board of directors, and delivered a certified true copy of the same to the Company; (b) no Event of Default (as defined below) is continuing or would occur as a result of the Loan being made; and (c) the representations and warranties set out in the Loan Agreement are true and correct in all material respects. The Target Company shall apply the Loan solely for the Intended Use (as defined below). No amount borrowed under the Loan shall be applied to pay, repay or return any sum to any shareholder, director, lender (other than the Company) or non-trade creditor of the Target Company.
Interest	:	Simple interest of 8.0% per annum on a non-compounded basis accruing on a daily basis on the Loan Amount from the Date of Disbursement to the Maturity Date.

		Accrued interest shall become payable on the Maturity Date (as defined below), subject to the terms of the Loan Agreement.
Maturity Date and Repayment	:	The tenure of Loan shall be six (6) months following the Date of Disbursement ("**Tenure**"). Subject to Events of Default, the Target Company shall repay the Loan, together with any accrued interest and any other amounts due or outstanding under the Loan Agreement ("**Unpaid Sum**") in full, on the expiry of the Tenure (the "**Maturity Date**"). Subject to the provisions of the Loan Agreement, the Target Company shall repay the entire Loan on the Maturity Date. The Maturity Date cannot be extended, unless as otherwise mutually agreed in writing by both Parties.
Personal Guarantee	:	In consideration of the Company agreeing to provide the Loan on the terms and conditions in the Loan Agreement, the Vendor unconditionally and irrevocably guarantees to the Company: (a) the due and punctual payment by the Target Company of all and any amounts payable to the Company under or in connection with the Loan Agreement; and (b) the performance of all of the Target Company's obligations under the terms and conditions of the Loan Agreement, and if for any reason the Target Company fails to make payment of any amounts as they fall due in the manner specified in the Loan Agreement, or the Target Company fails to perform any of his obligations under the Loan Agreement, the Vendor unconditionally and irrevocably undertakes and agrees that: (i) he shall promptly pay or perform the same forthwith on the date such payment or performance of such obligation by the Target Company is due or required; (ii) the Company may, set off such amount due and payable to the Company, against the Completion Consideration then due and payable to the Vendor. In the event that the Completion Consideration has been paid to the Vendor, the Vendor undertakes and agrees that the Company may set off such amount owing due and payable, against any Earn-Out Consideration then due and payable to the Vendor; and/or (iii) on demand by the Company, he shall indemnify and hold harmless the Company, from and against all costs, charges, expenses, liabilities, outgoings and payments which the Company pay, are liable to pay or sustain in any way in relation to any failure by the Target Company to perform duly and punctually his obligations and undertakings (including but not limited to payment obligations) and in respect of the amounts due or owed to the Company.

		The Vendor's obligations under the Loan Agreement shall not be affected by any matter or thing which but for this provision might operate to affect or prejudice those obligations, including: (a) the granting of any time or indulgence by the Company to the Target Company; (b) the taking, variation, renewal or release of, or neglect to perfect or enforce the Loan Agreement or any right, guarantee, remedy or security from or against the Target Company that, but for this provision, might operate to diminish or discharge the liability of or otherwise provide a defence to a surety; (c) any illegality, invalidity or unenforceability of any provision of the Loan Agreement under the law of any jurisdiction, which shall not affect the legality, validity or enforceability of the rest of the terms of the Loan Agreement.
Assignability	:	All rights and obligations under the Loan Agreement are personal to the Parties and no Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights or obligations under the Loan Agreement without the prior written consent of the other Parties or permitted under the express terms of the Loan Agreement. The Loan Agreement shall be binding upon the Parties to the Loan Agreement and their respective personal representatives, estate, successors and permitted assigns.
Event of Default	:	Each of the events set out below is an "**Event of Default**" (whether or not its occurrence is caused by any person outside the control of the Target Company or any other person): (a) the Target Company stops, or threatens to stop payment of, or is unable to pay or demonstrates its inability to pay, any amount payable pursuant to the Loan Agreement; (b) any of the following events occurs in respect of the Target Company (save for any winding-up petition or any application which is vexatious and is discharged, stayed or dismissed within 21 days of its commencement): (i) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken by any person with the view to winding up of the Target Company or, placing the Target Company under judicial management; (ii) the Target Company resolving to wind itself up or otherwise dissolve itself; (iii) the appointment of a liquidator or provisional liquidator in respect of the Target Company; (iv) a judicial manager being appointed in respect of the Target Company or the Target Company's assets;

		(v) the Target Company entering into a scheme of arrangement or composition with or assignment for the benefit of all or any class of its creditors; or (vi) the appointment of a receiver or receiver and manager over the Target Company or any of its assets; (c) any representation, warranty or statement made or deemed to be made by the Target Company in the Loan Agreement is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, unless the circumstances giving rise to the misrepresentation are capable of remedy, and is remedied to the reasonable satisfaction of the Company within 10 business days of the earlier of the Target Company or the Company becoming aware of the misrepresentation; (d) the Target Company fails duly to perform or comply with any undertaking or other obligation owed or assumed by it under the Loan Agreement and, if any such non-performance or non-compliance is capable of remedy, it is not remedied to the reasonable satisfaction of the Company within 10 business days after the Company has given notice to the Target Company of such non-performance or non-compliance; or (e) it is or becomes unlawful for the Target Company to perform any of its obligations under the Loan Agreement which the Company, acting reasonably, considers material. The Company may at any time, if an Event of Default has occurred which has not been remedied or waived, by notice in writing to the Target Company declare that all or any part of the Unpaid Sum be immediately due and payable, whereupon the same will become immediately due and payable.

3. RATIONALE OF THE LOAN

The Target Company has several upcoming projects which require significant working capital, including for the procurement of materials and equipment and other project-related expenses (the "**Intended Use**"). Accordingly, the Loan will be used to provide upfront capital and working capital for the Target Company in relation to the Intended Use.

In light of the Proposed Acquisition and the Company's assessment of the potential revenue and business opportunities associated with the Target Company's upcoming projects, the Company considers it commercially beneficial to provide the Loan to ensure that the Target Company has sufficient funding to support the implementation of, and/or avoid any disruption to, its upcoming projects pending completion of the Proposed Acquisition, as well as to facilitate the continued expansion and development of its Business.

4. REVISED RELATIVE FIGURES OF THE PROPOSED ACQUISITION COMPUTED ON THE BASES UNDER RULE 1006 OF THE CATALIST RULES

As a result of the Loan Agreement, the revised relative figures of the Proposed Acquisition, computed on the bases set out under Rule 1006 of the Catalist Rules and based on the latest unaudited consolidated financial results of the Group for the 9 months ended 30 April 2026 ("**9M FY2026**") are as follows:

Rule 1006 of the Catalist Rules	Bases	Relative figure (%)
(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value	Not applicable(1)
(b)	The net profit attributable to the assets acquired, compared with the Group's net loss	(1.64)(2)
(c)	The aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares	26.10(3)
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	1.11%(4)
(e)	The aggregate volume or amount of proven and probable reserves to be disposed of, compared with the aggregate of the Group's proven and probable reserves	Not applicable(5)

Notes:

(1) Not applicable as the Proposed Acquisition does not relate to a disposal of assets.

(2) Computed based on the Group's loss before tax of approximately S$977,000 for 9M FY2026 and the Target Company's profit before tax of approximately RM50,000 (or equivalent to approximately S$16,000) for the 9 months ended 31 March 2026.

(3) Pursuant to Rule 1003(3) of the Catalist Rules, where the consideration is in the form of shares, the value of the consideration shall be determined by reference either to the market value of such shares or the net asset value ("**NAV**") represented by such shares, whichever is higher. As the Group was in a net liabilities position as at 31 July 2025, the NAV represented by the Consideration Shares is not applicable in this case. In addition, paragraph 3.2(b)(ii) of Practice Note 10A of the Catalist Rules provides that any additional amounts related to the transaction, including loans or guarantees extended by the purchaser or the provision of other forms of security, shall be included in the aggregated value of consideration. Accordingly, the value of consideration has been determined based on the higher of:

(a) S$1,803,500, being the sum of the Completion Consideration of S$603,500, the Earn-Out Consideration of S$1,000,000 (being the capped amount for the entire Earn-Out Period) and the Loan Amount of S$200,000; and

(b) S$1,752,500, being the sum of cash consideration of S$1,476,000 (including the cash portion of the Completion Consideration of S$476,000, the Earn-Out Consideration of S$1,000,000 (being the capped amount for the entire Earn-Out

Period) and the Loan Amount of S$200,000) and the market value of the 25,500,000 Consideration Shares of approximately S$76,500 based on VWAP of S$0.003 on 27 July 2026, being the last full market day on which the Shares were traded prior to the Company's trading halt on 28 July 2026 and the date of the SPA.

Based on the above, for the purpose of Rule 1006(c) of the Catalist Rules, the value of the consideration used to compute the relative figure is S$1,803,500, being the higher of (a) and (b) above and the Company's market capitalisation of approximately S$6,911,000 which is determined by multiplying the VWAP of S$0.003 per Share on 27 July 2026, being the last full market day on which the Shares were traded prior to the Company's trading halt on 28 July 2026 and the date of the SPA, with the Company's total number of issued ordinary shares (excluding treasury shares) of 2,303,503,651 Shares.

(4) Based on the 25,500,000 Consideration Shares and the existing issued share capital of the Company (excluding treasury shares and subsidiary holdings) of 2,303,503,651 Shares.

(5) Not applicable as the Company and the Target Company are not a mineral, oil or gas company.

Rule 1007(1) of the Catalist Rules states, *inter alia*, that if any of the relative figures computed pursuant to Rule 1006 of the Catalist Rules involves a negative figure, Chapter 10 (specifically Practice Note 10A) of the Catalist Rules may still be applicable to the transaction in accordance with the applicable circumstances. As one of the figures used to compute the relative figure under Rule 1006(b) of the Catalist Rules is a negative figure, Rule 1007(1) read with Practice Note 10A of the Catalist Rules shall apply.

As (i) the absolute relative figure computed on the basis of Rule 1006(c) of the Catalist Rules exceeds 5% but does not exceed 75%; (ii) the absolute relative figure computed on the basis of Rule 1006(d) of the Catalist Rules does not exceed 5%; and (iii) the profit before tax attributable to the Target Company does not exceed 5% of the consolidated loss before tax of the Group (taking into account only the absolute value), the Proposed Acquisition falls within Paragraph 4.4(b) of Practice Note 10A of the Catalist Rules. Accordingly, the Proposed Acquisition constitutes a "discloseable transaction" and no shareholders' approval is required. Notwithstanding, the Proposed Acquisition will be conditional upon shareholders' approval for the issuance of the Consideration Shares and the Proposed Business Diversification.

5. FINANCIAL EFFECTS OF THE LOAN

The pro forma financial effects of the Loan on the Group as set out below are for illustrative purposes only and do not purport to be indicative or a projection of the future financial performance and financial position of the Group after the provision of the Loan. The financial effects of the Loan on the Group have been computed based on the latest audited consolidated financial statements of the Group for the financial year ended 31 July 2025 ("**FY2025**"), and on the following bases and assumptions:

(a) the financial effect on the net tangible liabilities ("**NTL**") per Share is computed based on the assumption that the Date of Disbursement was on 31 July 2025;

(b) the financial effect on the loss per Share ("**LPS**") is computed based on the assumption that the Date of Disbursement was on 1 August 2024 and the lump sum repayment of the Loan, together with any accrued interest, was made on the Maturity Date;

(c) the computation does not take into account any expenses that may be incurred in relation to the entry into the Loan Agreement; and

(d) The share consolidation and issuance of new Shares in relation to the 1st tranche subscription shares pursuant to the subscription completed in May 2026, as well as the completion of the Proposed Acquisition, have not been included in the computation of the financial effects. The effect of the Proposed Acquisition is not taken into account as post-Completion, the Target Company would have been consolidated into the Group's financial statements and such Loan will become inter-company transaction and be eliminated at the Group level financial statements.

5.1 NTL per Share

	Before the Loan being disbursed	After the Loan being disbursed
NTL attributable to equity holders of the Company (S$'000)	(1,939)	(1,939)
Number of issued Shares, excluding treasury shares and subsidiary holdings ('000)	2,607,007	2,607,007
NTA per Share (S$ cents)	(0.074)	(0.074)

5.2 LPS

	Before the Loan being disbursed	After the Loan being disbursed
Net loss attributable to equity holders of the Company (S$'000)	(1,285)	(1,277)
Weighted average number of Shares ('000)	2,542,624	2,542,624
LPS (S$ cents)	(0.051)	(0.050)

6. INTERESTS OF THE DIRECTORS AND CONTROLLING SHAREHOLDERS

Save for their interests arising by way of their shareholdings in the Company and/or directorships in the Group, as the case may be, none of the Directors or controlling shareholders of the Company, or their respective associates, has any interest, direct or indirect, in the Loan Agreement set out in this announcement.

7. 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 Loan Agreement, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading.

Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

8. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully, and to exercise caution in trading their Shares. Shareholders and potential investors should consult their stock brokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

9. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Loan Agreement is available for inspection during normal business hours at 190 Middle Road, 12-08 Fortune Centre, Singapore 188979, for a period of three (3) months from the date of this announcement.

BY ORDER OF THE BOARD

Stanley Li
Executive Chairman and Chief Executive Officer
17 August 2026

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 Lee Khai Yinn (Tel: (65) 6232 3210), at 1 Robinson Road, #21-01 AIA Tower, Singapore 048542.