

ASIA-PACIFIC STRATEGIC INVESTMENTS LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 200609901H)

ENTRY INTO CONVERTIBLE LOAN AGREEMENTS

1. INTRODUCTION

The Board of Directors (the “**Board**” or the “**Directors**”) of Asia-Pacific Strategic Investments Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company has on 8 May 2026 entered into two (2) convertible loan agreements (the “**Convertible Loan Agreements**”) with two (2) investors, namely Eastern Billion Industries Limited and Passion9 Pte. Ltd. (each a “**Lender**”, and collectively the “**Lenders**”) pursuant to which the Lenders have agreed to grant the Company convertible loans of S\$3 million and S\$2 million respectively (each a “**Convertible Loan Amount**”, and collectively “**Convertible Loan Amounts**”) (each a “**Convertible Loan**”, and collectively “**Convertible Loans**”) to an aggregate amount of S\$5 million.

2. SALIENT TERMS OF THE CONVERTIBLE LOAN AGREEMENTS

Each of the Convertible Loan Agreements is substantially similar, save for the details relating to each Lender and their respective Convertible Loan Amount.

2.1 Drawdown

Pursuant to the Convertible Loan Agreements, the Lenders agree to make available to the Company the Convertible Loan Amounts, in a single aggregate drawdown, within the period commencing on 8 May 2026 and ending on 8 June 2026 (or on such later date as the parties thereto may agree in writing).

If the Convertible Loan Amounts are not drawn down within the aforementioned period, the relevant Convertible Loan Agreement shall automatically lapse in respect of the Convertible Loan, and neither the Company nor the relevant Lender shall have any further obligation to make or request any drawdown thereunder, without prejudice to any rights or liabilities accrued prior to such lapse, including the Lender’s obligation to reimburse the Company for professional fees and expenses incurred in connection with the Convertible Loan Agreement prior to such termination.

2.2 Purpose of the Loan

The Company undertakes that the Convertible Loan Amounts shall be applied solely towards:

- (a) general corporate and working capital purposes of the Company;
- (b) the payment of all professional fees and expenses incurred by the Company in connection with its corporate and financing activities (subject to a maximum cap of S\$100,000); and
- (c) the repayment or partial repayment of any other existing indebtedness of the Company, subject to the approval of the Lenders in writing.

The Company will make announcements on the utilisation of the Convertible Loan

Amounts as and when the same is materially disbursed, and will provide status reports on the use of such proceeds in its interim and full-year financial statements issued pursuant to Rule 705 of the SGX-ST Listing Manual Section B: Rules of Catalist (“**Catalist Rules**”). Where the Convertible Loan Amounts are used for working capital purposes, the Company will provide a breakdown with specific details on how such proceeds have been applied. Where there is any material deviation from the stated use of proceeds in this announcement, the Company will announce the reasons for such deviation.

2.3 Interest Rate

The Convertible Loan shall bear interest at the rate of 1% per annum on the outstanding amount of the Convertible Loans calculated on a daily basis from the drawdown date up to the date of full repayment, conversion or other satisfaction of the Convertible Loan. Accrued interest shall be payable in cash upon repayment or termination and shall not be convertible into ordinary shares in the capital of the Company (“**Shares**”) unless otherwise agreed in writing by the parties.

2.4 Conversion

Subject to the satisfaction of the conditions precedent to conversion (set out in paragraph 2.5 below) and the terms of the Convertible Loan Agreements, each Lender shall be entitled to convert all of the outstanding amount of its Convertible Loan into new Shares by serving a conversion notice on the Company.

Pursuant to the Convertible Loan Agreements, the conversion price is determined as the lower of (i) a price representing a discount of 10% to the volume-weighted average price of the Shares for all trades done on the SGX-ST for the full market day immediately prior to the date of entry into the relevant Convertible Loan Agreement, and (ii) S\$0.0011 per Share. Based on the volume-weighted average price of the Shares of S\$0.001 for trades done on the SGX-ST on 10 September 2025, being the last full market trading day prior to the suspension of trading of the Shares, a strict application of a 10% discount under limb (i) would mathematically result in a price below the minimum bid size of S\$0.001 prescribed by the SGX-ST (“**Minimum Bid Size**”) and is therefore inoperable. Accordingly, the applicable conversion price is S\$0.0011 per Share (“**Conversion Price**”), which is above the Minimum Bid Size.

The Conversion Price represents a premium of 10% to the volume-weighted average price of the Shares of S\$0.001 for trades done on the SGX-ST on 10 September 2025, being the preceding market day up to the entry into the Convertible Loan Agreements.

The number of Shares to be issued upon conversion shall be determined by dividing the relevant conversion amount by the Conversion Price, rounded down to the nearest whole Share. No fractional Shares shall be issued.

Upon receipt of a valid conversion notice, the Company shall, subject to the terms of the Convertible Loan Agreements, allot and issue such number of conversion Shares (“**Conversion Shares**”) to each of the Lenders. The Conversion Shares will be issued and allotted, credited as fully paid up, free from any and all encumbrances and shall rank *pari passu* in all respects with the existing issued Shares of the Company, save that they shall not rank for any dividend or distribution where the relevant record date falls before the conversion date. No fractional Shares shall be issued.

Pursuant to the terms of the Convertible Loan Agreements, the aggregate number of Shares to be allotted and issued pursuant to any conversion shall not result in the relevant Lender (together with its concert parties) holding such number of Shares as would trigger an obligation to make a mandatory general offer under the Singapore Code on Take-overs and Mergers, unless a waiver of such obligation has been granted by the Securities Industry Council.

Upon allotment and issue of the Conversion Shares, the relevant conversion amount shall be deemed fully discharged and satisfied, and the corresponding outstanding amount of the Convertible Loan shall be extinguished.

Based on the foregoing, and assuming a conversion price of S\$0.0011 per Share, the indicative number of Conversion Shares to be allotted and issued to each Lender is as follows:

Lender	Shareholding Before Conversion (Percentage of Pre-Enlarged Share Capital⁽¹⁾)	Convertible Loan Amount (S\$)	Number of Conversion Shares	Shareholding After Conversion (Percentage of Enlarged Share Capital⁽²⁾)
Eastern Billion Industries Limited	-	3,000,000	2,727,272,727	2,727,272,727 (12.19%)
Passion9 Pte. Ltd.	-	2,000,000	1,818,181,818	1,818,181,818 (8.13%)
Total	-	6,000,000	4,545,454,545	4,545,454,545 (20.32%)

Notes:

- (1) Based on the Company's existing share capital, i.e., 17,828,696,279 Shares, as at the date of this announcement.
- (2) Based on 22,374,150,825 Shares immediately after the allotment and issue of all Conversion Shares.

For the avoidance of doubt, pursuant to the terms of the Convertible Loan Agreements, any conversion of the Convertible Loans shall be effected such that, immediately after the allotment and issue of the Conversion Shares, the aggregate number of Shares held by the relevant Lender and its concert parties (if any) shall not exceed 29% of the total number of issued Shares of the Company (on an enlarged basis), unless a waiver from the obligation to make a mandatory general offer under the Singapore Code on Take-overs and Mergers has been obtained from the Securities Industry Council in respect of such conversion.

2.5 Conditions Precedent to Conversion

Conversion of the Convertible Loan shall be subject to, inter alia, the satisfaction (or waiver, where applicable) of the following conditions precedent:

- (a) the Company having obtained all necessary approvals, authorisations, consents, clearances and waivers required for the conversion of the Convertible Loan and the allotment and issue of the Conversion Shares, including:
 - (i) shareholders' approval of the Company at a general meeting, where required under the Companies Act 1967 of Singapore ("**Companies Act**"), the Catalyst Rules and/or applicable laws;
 - (ii) the renewal by shareholders of the Company at the next annual general meeting

of the mandate pursuant to Section 161 of the Companies Act and Rule 806 of the Catalist Rules authorising the Directors to issue Shares (including the Conversion Shares), such mandate remaining valid and in force as at the conversion date; and

- (iii) the receipt of the listing and quotation notice from the Catalist Board for the additional listing of the Conversion Shares;
- (b) the resumption of trading of the Company's Shares on the Singapore Exchange Securities Trading Limited ("SGX-ST");
- (c) where required, the relevant Lender having obtained a waiver from the Securities Industry Council of any obligation to make a mandatory general offer under the Singapore Code on Take-overs and Mergers arising from the issue of the conversion Shares;
- (d) the availability of the exemption under Section 272B(1) of the Securities and Futures Act 2001 of Singapore in respect of the issue of the Conversion Shares; and
- (e) the representations and warranties of the Lender being true, accurate and not misleading in all material respects as at the relevant time, and the Lender having complied with all material obligations required to be performed by it under the Convertible Loan Agreements.

For the avoidance of doubt, The Company will, through its sponsor, PrimePartners Corporate Finance Pte. Ltd., make an application to the SGX-ST for the listing of and quotation for the Conversion Shares on the Catalist of the SGX-ST. An announcement will be made in due course to notify the Company's shareholders when the listing and quotation notice is obtained.

2.6 Lock-Up of Conversion Shares

Pursuant to the terms of the Convertible Loan Agreements, each of the Lenders has undertaken that, from the date of the relevant Convertible Loan Agreement up to and including the date falling six (6) months after the conversion date, they shall not, directly or indirectly dispose of, encumber, or otherwise transfer any legal or economic interest in the Conversion Shares, or enter into any transaction or arrangement which is designed to or which may be reasonably be expected to result in the creation of such encumbrances.

2.7 Termination

Pursuant to the terms of the Convertible Loan Agreements, each of the Company and the relevant Lender is entitled to terminate the relevant Convertible Loan Agreement upon the occurrence of certain events, including a material breach of the terms of the Convertible Loan Agreement by the other party which is not remedied within the stipulated timeframe, or where the transactions contemplated under the Convertible Loan Agreement are restrained or prohibited by any court of competent jurisdiction or regulatory authority.

In addition, the relevant Convertible Loan Agreement may be terminated where the Lender fails, refuses or is unable, to the reasonable satisfaction of the Company, its sponsor or any relevant regulatory authority, to provide such information, documents or confirmations as may be required in connection with applicable anti-money laundering, counter-terrorism financing, sanctions, know-your-customer or similar compliance checks, or where proceeding with the Convertible Loan Agreement or any conversion thereunder would cause, or may reasonably be expected to cause, the Company to be in breach of applicable laws, the Catalist Rules, or any requirements of the SGX-ST or the Company's sponsor.

Upon termination of a Convertible Loan Agreement, the outstanding amount of the relevant Convertible Loan (to the extent disbursed) may be declared immediately due and payable by the Company in accordance with the terms of the Convertible Loan Agreement, save that obligations accrued prior to such termination shall remain unaffected, including the Lender's obligation to reimburse the Company for professional fees and expenses incurred in connection with the Convertible Loan Agreement prior to such termination.

3. RATIONALE AND USE OF PROCEEDS

On 16 September 2025, the Board requested a voluntary suspension of trading in its shares with immediate effect in accordance with Rule 1302(2) of the Catalist Rules in view of a potential material impact on the Company's financial position and its ability to continue as a going concern.

In view of the current financial and cash position of the Company and the Group's limited working capital resources, the net proceeds from the Convertible Loans (after deducting estimated professional fees and expenses) are intended to be used mainly for general working capital purposes, so as to provide the Company with timely funding to support its near-term liquidity requirements and ongoing operations, including the funding of day-to-day operating expenses and corporate and financing-related costs, while also allowing the Company to manage and, where appropriate, rationalise its existing indebtedness.

The Board is of the view that the Convertible Loan Agreements are in the best interests of the Company and its shareholders, as they provide the Company with financial flexibility and access to funding on commercially favourable terms, while allowing the Company to pursue its business and corporate objectives, subject to the satisfaction of the relevant conditions and approvals.

The Board is of the view that (a) after taking into consideration the Group's present bank facilities, the working capital available to the Group is not sufficient to meet its present requirements; and (b) on the assumption that the Group will not be required to make payment in respect of certain liabilities which are currently subject to legal proceedings or claims for relief, namely: (i) S\$4.5 million (in aggregate) in interest-free loans advanced by the Company's former director, Dato' Choo Yeow Ming during the six-month financial period ended 30 June 2025; and (ii) an outstanding payment of US\$2 million by the Company to Giant Venture Group Holdings Limited pursuant to a notice of demand received on 10 September 2025, and after taking into consideration the Group's present bank facilities and net proceeds of the Convertible Loans, the working capital available to the Group is sufficient to meet its present requirements.

The estimated net proceeds from the Convertible Loans will be S\$4,800,000 (after deducting professional fees and expenses of S\$200,000 incurred by the Company in connection with its entry into the Convertible Loans) (the "**Net Proceeds**") and shall be used by the Company in the following estimated proportions:

Proposed Use of Net Proceeds	Approximate Allocation of Net Proceeds (S\$)	Approximate Allocation of Net Proceeds (%)
Repayment or partial repayment of any other existing indebtedness of the Company (subject to the approval of the Lenders)	1,200,000	25.00
Retained in the Company for general	3,600,000	75.00

working capital purposes and for future investments and acquisition opportunities		
Total	4,800,000	100%

4. INFORMATION ON THE LENDERS

4.1 Identification of Lenders

Each of the Lenders independently approached the Company expressing their interest in extending funding to the Company in the form of the Convertible Loans.

The Company assessed the Lenders based on, *inter alia*, their financial capability and willingness to provide funding to the Company on the terms contemplated under the Convertible Loan Agreements, taking into account the Company's current financial position and funding requirements, and is of the view that entering into the Convertible Loan Agreements with the Lenders is in the best interests of the Company and its shareholders.

No placement agent, introducer or third-party intermediary was appointed or involved in the transactions.

4.2 Eastern Billion Industries Limited

Eastern Billion Industries Limited is a company duly incorporated and validly existing under the laws of Hong Kong. Its registered office is at Unit D52, 3/F, Wong King Industrial Building, No. 2 Tai Yau Street, Kowloon, Hong Kong. Eastern Billion Industries Limited is principally engaged in investment-related activities.

As at the date of this announcement, Eastern Billion Industries Limited is owned as to 80% by Mr Tong Tung Kwan and 20% by Hoida International Limited, which is wholly owned by Mr. Hu Yidong. The sole director of Eastern Billion Industries Limited is Mr Tong Tung Kwan.

Eastern Billion Industries Limited is an independent third party and is not connected to any of the Directors, controlling shareholders or substantial shareholders of the Company, and their respective associates, and neither Eastern Billion Industries Limited nor its directors or shareholders hold any shares in the Company (directly or indirectly) as at the date of this announcement.

4.3 Passion9 Pte. Ltd.

Passion9 Pte. Ltd. is a company duly incorporated and validly existing under the laws of the Republic of Singapore. Its registered office is at 101 Cairnhill Circle, #11-12, Hilltops, Singapore 229809. Passion9 Pte. Ltd. is principally engaged in the wholesale of liquor, soft drinks and beverages as well as advertising activities.

As at the date of this announcement, Passion9 Pte. Ltd. is owned as to 40% by Mr Herman Ong Chong Yan, 30% by Ms Qin Hui and 30% by Mr Zhang Yun. The directors of Passion9 Pte. Ltd. are Mr Herman Ong Chong Yan and Ms Qin Hui.

Passion9 Pte. Ltd. is an independent third party and is not connected to any of the Directors, controlling shareholders or substantial shareholders of the Company, and their respective associates. Neither Passion9 Pte. Ltd. nor its directors or shareholders hold any shares in the Company (directly or indirectly) as at the date of this announcement.

4.4 No Relationship between Lenders

The Lenders are investors acting independently of one another and are not related to one another, nor are they parties acting in concert (within the meaning of the Singapore Code on Take-overs and Mergers). None of the Lenders holds any shares or interests in the Company as at the date of this announcement.

Each of the Convertible Loan Agreements has been entered into on a standalone basis and is not conditional upon the entry into, or completion of, any of the other Convertible Loan Agreements.

5. STATEMENT OF THE AUDIT COMMITTEE

The Audit Committee of the Company is of the view that the transaction is on the best commercial terms available to the Company in the current circumstances, and is not prejudicial to the interests of the Company and its minority shareholders.

6. EXTRAORDINARY GENERAL MEETING TO BE CONVENED

Pursuant to Rule 805 of the Catalist Rules, the Company will convene an extraordinary general meeting to seek shareholders' approval for the proposed allotment and issue of the Conversion Shares pursuant to the Convertible Loan Agreements. A circular setting out the relevant information relating to the proposed resolutions will be despatched to the Company's shareholders in due course.

7. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors (so far as they are aware) or the substantial shareholders has any interests, direct or indirect, in the Convertible Loans, other than through each of their respective shareholding interests, direct and/or indirect, in the Company.

8. RESPONSIBILITY STATEMENT

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

9. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of each of the Convertible Loan Agreements will be made available for inspection during normal business hours at the registered office of the Company at 36 Robinson Road, #20-01 City House Singapore 068877, for three (3) months from the date of this announcement.

10. CAUTIONARY STATEMENT

Notwithstanding that the trading of the Company's shares is suspended, shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully. Shareholders are also advised to refrain from taking any action in respect of their securities in the Company which may be prejudicial to their interests, and to exercise caution when

dealing in the securities of the Company. Shareholders and potential investors should consult their stock brokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

11. FURTHER ANNOUNCEMENTS

Further announcements will be made by the Company in relation to the Convertible Loans as and when appropriate.

BY ORDER OF THE BOARD

Lien Kait Long

Lead Independent Director

8 May 2026

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte Ltd. (the "Sponsor"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "Exchange") and the Exchange 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 Mr. Shervyn Essex, 16 Collyer Quay #10-00 Collyer Quay Centre Singapore 049318, sponsorship@ppcf.com.sg.