

HATTEN LAND LIMITED (UNDER JUDICIAL MANAGEMENT)

(Incorporated in the Republic of Singapore)
(Company Registration No. 199301388D)

ENTRY INTO SECURED FACILITY AGREEMENT

Unless otherwise defined herein or the context requires otherwise, all capitalised terms shall have the same meanings as defined in the previous announcements dated 7 October 2025 and 21 November 2025 (the “Announcements”).

1. INTRODUCTION

- 1.1 The judicial managers (the “**Judicial Managers**”) of Hatten Land Limited (under judicial management) (the “**Company**”, and together with its subsidiaries, the “**Group**”) wish to announce that the Company has on 23 December 2025 entered into a secured facility agreement (the “**Secured Facility Agreement**”) with Brilliant Property Management Services Sdn. Bhd. (“**Brilliant**”), pursuant to which Brilliant has agreed to extend to the Company a convertible loan of up to S\$1 million (the “**Brilliant Loan**”).

2. RATIONALE AND USE OF PROCEEDS

- 2.1 As previously announced by the Company in the Announcements, the Company had on 21 November 2025 entered into the SPA for the Proposed Acquisition. The Brilliant Loan is intended to provide financing for payment of any fees, costs and expenses relating to or in connection with the Proposed Acquisition and such other purposes as the Lender may agree.

3. INFORMATION ON BRILLIANT

Shareholders should note that the information relating to Brilliant in this section and elsewhere in this announcement was provided by the Brilliant. The Company and the Judicial Managers have not independently verified the accuracy and correctness of such information herein.

- 3.1 Brilliant is a private company incorporated in Malaysia and its business activities include real estate management services on a fee or contract basis, along with general building cleaning, landscape care, and maintenance activities. Brilliant was identified through a business associate of Tan June Teng Colin @ Chen JunTing (the previous Executive Chairman, Managing Director and controlling shareholder of the Company) and is entering into the Secured Facility Agreement for its own investment purposes.
- 3.2 As at the date of this announcement, save for the director of Brilliant who holds less than 1% of the Company shares, Brilliant confirmed that, to the best of its knowledge, as at the date of this announcement, it does not hold, directly or indirectly, any shares in the Company.
- 3.3 Brilliant is not a restricted person under Rule 812(1) of the Listing Manual Section B: Rules of Catalist of the SGX-ST (“**Catalist Rules**”) nor an interested person as defined under Chapter 9 of the Catalist Rules.

4. KEY TERMS OF THE SECURED FACILITY AGREEMENT

The key terms of the Secured Facility Agreement are set out below:

- (a) Loan amount: A cumulative total sum of up to S\$1 million.
- (b) Utilisation of loan: The loan shall be utilised towards payment of any fees, costs and expenses relating to or in connection with the Proposed Acquisition and such other purposes as the Lender may agree.
- (c) Drawdown period:
 - (i) The facility is available for drawdown for a period from and including the date of the Secured Facility Agreement to and including the date falling one month prior to the Date of Repayment.
 - (ii) Drawdowns can be made in multiple requests. The amount of each proposed drawdown must not be more than S\$500,000, unless mutually agreed between the Parties.
- (d) Interest: Ten percent (10%) per annum, calculated on daily basis.
- (e) Repayment: All outstanding principal amounts and any outstanding accrued interest under this Facility shall, subject to the Extension Option below, be fully repaid on or before the date falling 18 months from the date of the Secured Facility Agreement (the "**Date of Repayment**").
- (f) Extension Option: If the Proposed Acquisition does not complete by the date falling 15 days prior to the original Date of Repayment, the Company may by notice in writing to Brilliant extend the original Date of Repayment by a period of up to six months and references to "Date of Repayment" in the Secured Facility Agreement shall be construed to mean that date falling on the last day of such extended period.
- (g) Conversion of loan: The entire outstanding amount under the Secured Facility Agreement (not exceeding the sum of S\$1,000,000) ("**Outstanding Balance**") when due, can be converted, at the sole discretion of Company, into tradable ordinary shares in the Company at a conversion price which is at least $\frac{1}{4}$ of the issue price to be agreed between Brilliant and the Company, subject to all relevant rules and regulations (including those of the Singapore Exchange Securities Trading Limited) and approvals from the shareholders of the Company, prior to the full settlement of the Outstanding Balance.
- (h) Security:
 - (i) Priority status over all preferential debts and all other unsecured debts, to be accorded by the Company, to the extent permitted by applicable law; and
 - (ii) Assignment of receivables entered into between Brilliant and the Company.

5. REGULATORY AND SHAREHOLDER APPROVALS RELATING TO THE ENTRY INTO THE SECURED FACILITY AGREEMENT

5.1 Issuance of Shares

Under the Secured Facility Agreement, the Brilliant Loan will be convertible into new ordinary shares in the capital of the Company ("**Brilliant Conversion Shares**") at a conversion price which is at least $\frac{1}{4}$ of the issue price to be agreed between Brilliant and the Company.

5.2 Specific Approval from Shareholders

Section 161 of the Companies Act 1967 and Rule 805(1) of the Catalist Rules provide, *inter alia*, that an issuer must obtain the prior approval of shareholders at a general meeting for the issuance of shares or convertible securities or the grant of options carrying rights to subscribe for shares of the issuer unless the issuance of shares or convertible securities or the grant of options carrying rights to subscribe for shares of the issuer is made pursuant to a general mandate previously obtained from shareholders of the issuer at a general meeting as provided in Rule 806 of the Catalist Rules.

The Brilliant Conversion Shares will not be issued pursuant to a general mandate. Accordingly, the Company will be seeking specific approval from its shareholders for the issuance of the Brilliant Conversion Shares.

6. ILLUSTRATIVE FINANCIAL EFFECTS OF THE ENTRY INTO THE SECURED FACILITY AGREEMENT

The number of Brilliant Conversion Shares to be allotted and issued by the Company is subject to determination by the Company and the Vendor in the Sale and Purchase Agreement. Accordingly, the Company is unable, and it would not be meaningful, to calculate and illustrate the potential financial effects of the issuance and allotment of the Brilliant Conversion Shares at this juncture. The Circular (as defined below) which will be despatched to shareholders of the Company in due course will set out further information in relation to these figures.

7. CONFIRMATION BY JUDICIAL MANAGER

As set out in paragraph 2.1, the Brilliant Loan is intended to provide financing for payment of any fees, costs and expenses relating to or in connection with the Proposed Acquisition and such other purposes as the Lender may agree. Accordingly, taking into consideration the present bank facilities and the net proceeds from the Brilliant Loan, the Group's working capital available is insufficient to meet the Group's present requirements.

8. CIRCULAR TO SHAREHOLDERS

The Company will be seeking specific approval of its shareholders for the issuance of the Brilliant Conversion Shares at an extraordinary general meeting to be convened.

A circular containing, *inter alia*, further information on the Secured Facility Agreement and enclosing the notice of extraordinary general meeting therewith will be dispatched to the shareholders of the Company in due course ("**Circular**").

9. ADDITIONAL LISTING APPLICATION

The Company will be submitting an application through its Sponsor to the SGX-ST for the listing and quotation of the Brilliant Conversion Shares on the Catalist Board of the SGX-ST. The Company will make the relevant announcement to notify its shareholders when the approval-in-principle for the listing and quotation of the Brilliant Conversion Shares is obtained.

10. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Save for their interests arising by way of their shareholdings and/or directorships, as the case may be, in the Company, none of the Directors or substantial shareholders of the Company or their respective associates has any interest, whether direct or indirect, in the Secured Facility Agreement.

11. DOCUMENTS FOR INSPECTION

A copy of the Secured Facility Agreement is available for inspection during normal business hours at the registered office of the Company at 6 Shenton Way #33-00 OUE Downtown, Singapore 068809 for a period of three (3) months commencing from the date of this announcement.

12. FURTHER ANNOUNCEMENTS

Further announcements on the above will be made in due course as and when there are material developments.

The shares in the Company have been suspended since 6 August 2024. Although the Company's shares are under suspension, shareholders and investors are advised to read this announcement and any past and future announcements by the Company carefully when dealing with the shares of the Company. Shareholders and investors should consult their stockbrokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take or when dealing with their shares in the Company.

Submitted by the Judicial Managers

For and on behalf of the Company
Tan Wei Cheong
Joint and Several Judicial Manager

23 December 2025

This announcement has been reviewed by the Company's sponsor, RHT Capital 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 document, including the correctness of any of the statements or opinions made or reports contained in this document.

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