

## ENTRY INTO LOAN AGREEMENTS BY COMMUNA GOLD PTE. LTD.

# 1. INTRODUCTION

The board of directors (the "**Board**" or "**Directors**") of Autagco Ltd. (the "**Company**" and together with its subsidiaries, the "**Group**") wishes to announce that its wholly-owned subsidiary, Communa Gold Pte. Ltd. ("**Communa Gold**"), has on 27 May 2025, entered into separate loan agreements ("**Loan Agreements**") with five individual lenders (collectively, the "**Lenders**" and each a "**Lender**"), pursuant to which the Lenders have agreed to extend interest-bearing term loans amounting to an aggregate principal sum of S\$200,000 to Communa Gold (collectively, the "**Loans**" and each a "**Loan**"), subject to the terms and conditions of the respective Loan Agreements. Each of the Loan Agreement are identical in form and substance.

## 2. INFORMATION ON LENDERS

S/N	Loan Agreement	Loan Principal (S\$)
1.	Loan Agreement 1	30,000
2.	Loan Agreement 2	30,000
3.	Loan Agreement 3	50,000
4.	Loan Agreement 4	50,000
5.	Loan Agreement 5	40,000
	Total	200,000

The Loan Agreements entered into are as follows:

The five individual Lenders are third-party private investors who are personal contacts of Mr Ng Boon Hui ("**Mr Ng**"), the Executive Chairman and Chief Executive Officer of the Company. As at the date of this announcement, save for the Lender for Loan Agreement 5 ("**Loan Agreement 5 Lender**") who is an existing shareholder of the Company, holding a direct interest in 26,000,000 shares, representing approximately 1.0% of the issued share capital of the Company, none of the Lenders hold any shares in the Company, directly or indirectly.

Loan Agreement 5 Lender is the head of training at Anchor of Life Training Consultants Pte. Ltd. ("**Anchor of Life**"). For completeness of disclosure, Mr Ng is currently a principal trainer at Anchor of Life, while Mdm Ho Poh Khum, the spouse of Mr Ng and the Chief Operating Officer of the Company, is the head of operations at Anchor of Life. Mr Ng is also the director and majority shareholder of Anchor of Life by virtue of his 52.6% shareholding interest in Anchor of Life as at the date hereof.

Save as disclosed in this announcement, to the best of knowledge of the Directors, the Group, the Company, its Directors and substantial shareholders do not have any connection (including business relationship) with each Lender.

There is no introducer fee, arranger fee or other commission payable to any party in connection with each Loan Agreement.

#### 3. SALIENT TERMS OF THE LOAN AGREEMENT

The salient terms of each Loan Agreement are set out in the table below:

Date of Disbursement of the Loan	The Loan shall be available for drawdown by Communa Gold at any time commencing from the date of the Loan Agreement, or such other date as may be mutually agreed between the Lender and Communa Gold, but no later than 31 May 2025 (the " <b>Disbursement Date</b> ").	
Interest	The Loan bears a simple non-compounded interest of eleven per cent (11%) or thirteen per cent (13%) per annum, based on the principal amount outstanding on the Loan, commencing from the Disbursement Date until the date of actual repayment or prepayment of the Loan (or such portion thereof).	
Maturity	The maturity date will be 24 months from the date of the Loan Agreement (i.e. 26 May 2027) (" <b>Maturity Date</b> ").	
Repayment or Prepayment	On the Maturity Date, the Company shall repay the Lender the outstanding amount of the Loan. The Company shall have the right (but not the obligation) to prepay the Loan and interest accrued up to the date of prepayment at any time after 12 months from Disbursement Date.	
Security for the Loan	Unsecured.	

Event of	The occurrence of any or more of the following events, among other	
Default	things, shall constitute an event of default (each an " <b>Ever Default</b> "):	
	<ul> <li>(a) the default by Communa Gold or the Lender in the due performance of its material obligations or undertakings under the Loan Agreement and such default remains not remedied for 30 days after written notice thereof has been given to the party by the other party;</li> </ul>	
	<ul> <li>(b) if Communa Gold takes any action or other steps are taken or legal proceedings are started (under any applicable law) for its winding up or administration;</li> </ul>	
	(c) a distress, execution or other legal process is levied, enforced or sued upon or against a material part of the property or assets of Communa Gold and is not discharged or stayed within 60 days of having been so levied, enforced or sued upon;	
	then the party not in default may by notice in writing to the defaulting party declare that an Event of Default has occurred and such declaration shall be deemed to take effect from the date of such an Event of Default, or, if more than one Event of Default shall have occurred, the date of occurrence of the first Event of Default.	

#### 4. RATIONALE FOR THE LOAN AGREEMENTS

Communa Gold plans to use the proceeds from the Loans to support the expansion plans of its assisted living business and to meet its general working capital requirements. The interest rates are in line with market rates and negotiated with the Lenders.

#### 5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors or substantial shareholders of the Company and their respective associates have any interest, direct or indirect, in the Loan Agreements, other than through their respective shareholdings (if any) and/or directorships in the Company.

#### 6. 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 Agreements, 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.

## BY ORDER OF THE BOARD

Ng Boon Hui Executive Director and Chief Executive Officer 28 May 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 Lim Qi Fang (Tel: (65) 6232 3210), at 1 Robinson Road, #21-01 AIA Tower, Singapore 048542.