



KITCHEN CULTURE HOLDINGS LTD.

(Company Registration No: 201107179D)

(Incorporated in the Republic of Singapore on 25 March 2011)

ADDITIONAL FUNDING IN FAVOUR OF THE COMPANY, UNDER A SUPPLEMENTAL LOAN AGREEMENT TO THE REDEEMABLE LOAN AGREEMENT DATED 30 AUGUST 2022

Unless otherwise specified, all capitalised terms shall have the same meanings ascribed to them in the Announcement (as defined below).

1. INTRODUCTION

The Board of Directors (the “**Board**”) of Kitchen Culture Holdings Ltd. (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the Company’s announcement dated 30 August 2022 (“**Announcement**”) relating to the Company’s entry into a redeemable loan agreement (“**Loan Agreement**”) with Mr Tan Gin Tat (the “**Lender**”), pursuant to which the Lender granted a loan in the principal amount of S\$1,000,000 (the “**Loan**”) to the Company.

The Company wishes to announce that the Company has on 19 December 2022 entered into a supplemental loan agreement with the Lender (“**Supplemental Loan Agreement**”), under which the Lender has agreed to grant a further principal amount of S\$500,000 (the “**Further Loan**”) to the Company. Subject to the modifications to the terms of the Loan Agreement the salient terms of which are referred to below, the provisions of the Supplemental Loan Agreement follow closely the terms and conditions of the Loan Agreement.

2. SALIENT TERMS OF THE SUPPLEMENTAL LOAN AGREEMENT

The salient terms of the Supplemental Loan Agreement are as follows:

Principal Amount	The amount of S\$1,500,000, being the Loan and the Further Loan cumulatively (the “ Cumulative Loan ”)
Term	The term of the Further Loan will commence on the date of the Supplemental Loan Agreement, for such period so as to be co-terminous with the Term.
Repayment	<p>The Cumulative Loan will be payable in one lump sum upon the expiry of the Term or upon the prepayment or repayment of the Cumulative Loan (whichever is the earliest).</p> <p>The Company will be entitled to prepay the Cumulative Loan in full at any time prior to the expiry of the Term upon, and subject to, giving at least seven (7) days’ notice to the Lender prior to the repayment of the Cumulative Loan.</p>
Subscription Option	To the extent that the Cumulative Loan has not been fully repaid on either (i) the expiry of the Term, or (ii) the occurrence of an event of default (which where capable of remedy, has not been remedied for 30 days after such occurrence), the Lender will have an option at any time after the occurrence of either event

to require that the Cumulative Loan be converted into and applied towards, and that the Lender shall subscribe for, the relevant number of new Shares ("**Subscription Shares**") at the Subscription Price (as defined below) ("**Subscription Option**").

The Lender may (but is not obliged) to exercise the Subscription Option, and for so long as he has not exercised the Subscription Option or, if he has exercised the Subscription Option, so long as the Subscription Shares have not been allotted and issued to him or a qualified person as he may have directed in writing, the Cumulative Loan (to the extent not already repaid) remains outstanding and payable. A "qualified person" means a nominee of the Lender where the Lender has provided an instrument of trust or other proof to the Company that he has full control over the Subscription Shares as held by such nominee.

Upon the exercise of the Subscription Option:

- (i) the Cumulative Loan shall be applied towards settlement of the Subscription Price as consideration for the Subscription of the Subscription Shares at the Subscription Price, and the number of Subscription Shares shall be accordingly calculated (ignoring any resultant fractional number of a Share);
- (ii) the Subscription Shares shall be allotted and issued subject, in the case where it is required by the Catalist Rules or the SGX-ST, to the receipt of approval or no objection from the SGX-ST (or otherwise waived by SGX-ST), and the Subscription shall be completed, on the Subscription Date; for this purpose, the Company shall procure and take all steps (and no further step is required of the Lender, save only for documents which are necessary or are a formality for the purpose of the allotment and issuance of the Subscription Shares) to allot and issue in favour of the Lender (or to such qualified person as may be directed in writing by the Lender) the Subscription Shares as well as credit and apply the Cumulative Loan towards the Subscription Price, and make all necessary accounting entries for the repayment of the Cumulative Loan accordingly;
- (iii) upon the allotment and issuance of the Subscription Shares (all of which are to be, or deemed to be, occurring simultaneously):
 - (a) each Subscription Share shall rank in all respects *pari passu* with, and shall have all the rights, benefits and entitlements appertaining to, the existing Shares in the Company; for the avoidance of doubt, each Subscription Share shall carry rights of voting, appointment of proxy, speaking at general meetings, rights to dividend and all other distributions, which are the same as those of an existing Share of the Company;
 - (b) the Subscription Shares shall be issued in the name of the Lender (or, if he has so directed in writing, that of a qualified person named), which shall be entered in the

	<p>Register of Members of the Company and a corresponding share certificate shall be issued accordingly; and</p> <p>(c) the Cumulative Loan shall be credited and applied towards the Subscription Price, and accordingly deemed to have been repaid in full.</p> <p>The subscription price for each Subscription Share (“Subscription Price”) will be priced (subject always to such adjustments as may be required to comply with provisions of Singapore law and/or the requirements of the SGX-ST) as provided in the Loan Agreement.</p> <p>Save to the extent such terms may be contrary to or inconsistent with the provisions of the Supplemental Loan Agreement, the parties will apply the usual and customary terms for transactions of a similar nature, including the subscription of the Subscription Shares to be subject to the SGX-ST’s approval and in compliance with the Catalist Rules.</p>
Interest	<p>The Further Loan will bear simple interest at the rate of 10% on the principal amount of the Further Loan for the entire remaining duration of the Term, being the amount of S\$50,000.</p> <p>Such interest will be prepaid on the date of disbursement of the Further Loan, and the Lender will be entitled to withhold such amount from the Further Loan before disbursing the Further Loan less the interest to the Company. In the event that the Cumulative Loan is repaid prior to the expiry of the Term, the interest (or any part thereof) on the Loan and the Further Loan will be non-refundable.</p>
Purpose of the Cumulative Loan	<p>The Further Loan (less the interest) and the Loan (less the interest) shall be used by the Company for general working capital purposes.</p>
Event of Default	<p>The definition of Event of Default to bear the same meaning as in the Loan Agreement and, for the avoidance of doubt, in relation to the Events of Default:</p> <p>(i) the parties agree that any change in the composition of the existing Board as at the date of the Loan Agreement such as the removal of any existing director or addition of new director without the prior written consent of the Lender, is an event which is not capable of remedy; and</p> <p>(ii) references to the composition of the existing Board means persons who are Directors of the Company as at 1 November 2022, but a change in the designation of a Director (such as whether he or she holds the position as an executive or non-executive Director, or as an independent or non-independent director, or as the chairman or any similar position on the Board), will not be regarded as a change in the composition of the existing Board.</p>

As an added feature which is fully in favour of the Company, the Company has also obtained from the Lender additional representations and warranties in respect of the Lender’s power and

position in giving the Cumulative Loan, and in relation to allotment and issuance to the Lender of the Subscription Shares.

3. RATIONALE FOR THE FURTHER LOAN

For the financial period ended 31 December 2021, the Group reported a net loss of S\$3.7 million and negative operating cash flows of S\$2.0 million. The Group's working capital position and net asset position was S\$1.6 million and S\$25.3 million respectively as at 31 December 2021. As at the date of this announcement, the cash and cash equivalents of the Company stands at S\$61,247.

As part of its efforts in addressing going concern issues of the Group, the Board is of the view that the Company's entry into the Supplemental Loan Agreement is beneficial to the Group as it will help the Group to meet its anticipated general working capital requirements up to February 2023. If the Loan is applied towards the subscription of Shares at the Company's request in the event of the Resumption of Trade, this would allow the Group to strengthen its financial position. The Company will continue working on other fundraising activities to strengthen the financial position of the Group and will make further announcement(s) as and when appropriate.

4. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

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

The Company will make further announcement(s) in relation to the Supplemental Loan Agreement, as and when appropriate.

By Order of the Board

Lau Kay Heng
Non-Executive Non-Independent Chairman
20 December 2022

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

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