CAPITAL WORLD LIMITED

Company Registration Number: CT-276295 (Incorporated in the Cayman Islands)

ENTRY INTO A CONVERTIBLE LOAN AGREEMENT

INTRODUCTION

The board of directors (the "Board" or the "Directors") of Capital World Limited (the "Company", and together with its subsidiaries, the "Group"), wishes to announce that the Company had on 10 November 2022 entered into a Convertible Loan Agreement (the "CLA") with AIM Worldwide Group Ltd (the "Lender"), pursuant to which the Lender has agreed to grant an interest-bearing loan of a principal amount of **\$\$2,000,000** (the "Loan") to the Company.

The Lender has been granted the right to convert the Loan at the conversion price of \$\$0.0011 (the "Conversion Right") into ordinary shares in the capital of the Company (the "Shares") on the terms and conditions of the CLA (the "Conversion Shares").

The Company will be seeking the specific approval of its shareholders ("Shareholders") for the grant of the Conversion Right and the issue of the Conversion Shares pursuant to the CLA at an extraordinary general meeting (the "EGM") to be convened. Consequently, if shareholders' approval is not obtained as aforesaid, the Loan will not be converted, and must be repaid on the Maturity Date (see below for further details).

No placement agent was appointed in connection with the CLA or the proposed issue of the Conversion Shares.

Α. PRINCIPAL TERMS AND CONDITIONS OF THE CLA AND THE CONVERSION SHARES

The principal terms and conditions of the CLA and the Conversion Shares are summarised below:

Principa	l
amount:	

Lender	Loan amount
AIM Worldwide Group Ltd	S\$2,000,000 to be disbursed in two (2) tranches: (a) S\$1,000,000 shall be disbursed within ten (10) days from the date the Company obtains the conditional approval from the Singapore Exchange Securities Trading Limited ("SGX-ST") for the Shares to resume trading on the Catalist Boad of the SGX-ST; and
	(b) S\$1,000,000 shall be disbursed within thirty (30) days from the date the Company obtains the conditional approval from the SGX-ST for the Shares to resume trading on the Catalist Board of the SGX-ST.

Loan:

Purpose of the The proceeds of the Loan shall be used solely by the Company for working capital purposes.

Maturity Date:

The date falling 36 months from the date the Loan is first disbursed to the Company (the "Maturity Date"). The Company may prepay any portion of the principal amount of the Loan and any interest accrued and unpaid thereupon before the Maturity Date without any penalty.

Interest Rate:

Interest at a rate of fifteen per cent (15%) per annum is payable on the disbursed and outstanding principal amount of the Loan. Interest is calculated on the basis of actual days elapsed on a 365 day year and payable in cash by the Company half-yearly in arrears.

Default Interest:

Default interest shall accrue on any overdue amount payable by the Company from the due date up to the actual date of payment (both before and after judgment) at a rate of 17% per annum, which interest shall to the fullest extent permitted by applicable law be added to the overdue amount on the last business day of each month and itself bear interest accordingly. Any default interest accrued is immediately payable by the Company on demand by the Lender.

Security for the Loan:

As security for all monies owing to the Lender under the CLA, the Company has agreed to execute a Deed of Assignment (the "Security Document") in respect of its interest in the sale and rental proceeds of a commercial retail unit at Capital 21 @ Capital City Mall in Malaysia listed below, within fourteen (14) business days from the date of the CLA, in favour of the Lender:

The total value of the above unit is about three (3) times of the Loan based on the current market value following the Group's valuation report prepared by an independent valuer, VPC Alliance (JB) Sdn Bhd. dated 15 August 2022 for the FY2022 annual audit purposes.

Conditions Subsequent:

The Loan is conditional on the following conditions subsequent being fulfilled no later than fourteen (14) business days from the date of the CLA ("Conditions Subsequent Longstop Date"):

- (a) the Security Document having been duly executed in favour of the Lender; and
- (b) all approvals and consents (including any governmental, regulatory and/or corporate approvals and consents) for the transactions contemplated under the Security Document having been obtained by the Company.

If either of the above conditions subsequent is not fulfilled or otherwise waived by the Lender on or before such date, the Lender shall be entitled (but is not obliged), at any time within sixty (60) business days from the Conditions Subsequent Longstop Date to demand repayment of the Loan by giving written notice to the Borrower upon which the Loan shall become due and payable by the Borrower to the Lender in full together with all interest accrued thereon.

Event of Default:

If an Event of Default (as defined in the CLA) occurs, the Lender shall be entitled (in addition to and without prejudice to all other rights or remedies available to the Lender including the right to claim damages) by written notice to the Company declare the Loan or the outstanding part thereof to be immediately due and payable whereupon, it shall become immediately due and payable at 100% of the outstanding principal amount together with interest accrued and the security under the Security Document shall be immediately enforceable in accordance with the terms of the Security Document.

Conversion Price:

\$\$0.0011 for each Conversion Share, subject to any adjustments as may be required and as summarised in the section below entitled "*Adjustments*", provided that the Conversion Price shall not be lower than the par value of the Conversion Shares (being \$\$0.001).

Conversion Right:

Subject to the fulfilment of the Conversion Conditions Precedent by the Long-Stop Date (defined in the section "Conversion Conditions Precedent" below), the Lender may convert the outstanding Loan and unpaid in whole (and not in

part) into Conversion Shares by delivery to the Company of a notice in writing (the "Conversion Notice") at any time after the date of first disbursement of the Loan until the close of business in Singapore on the date falling on the earlier of (i) 6 months from the date on which the Company's Shares resume trading on the Catalist Board of the SGX-ST; or (ii) the business day immediately before the Maturity Date (the "Conversion Expiry Date").

Conversion Conditions Precedent

The Conversion Right is conditional upon the satisfaction of the following conditions within six (6) months from the date of the CLA, which will be extended to nine (9) months if any of the conditions are not fulfilled or waived at the expiry of the aforesaid six (6) months (the "Longstop Date"):

- (a) Shareholders' approval being obtained for the allotment and issue of the Conversion Shares;
- (b) the Shares having resumed trading on the SGX-ST;
- (c) the listing and quotation notice being issued by the SGX-ST for the listing and quotation of the Conversion Shares on the Catalist Board;
- (d) all approvals and consents (including any governmental, regulatory and/or corporate approvals and consents) for the conversion having been obtained by the Company; and
- (e) the conversion not being prohibited by any existing law, regulation, rule (including the SGX-ST Listing Manual Section B: Rules of Catalist ("Catalist Rules")), judgement, order, decree, directive, decision, notice or circular of any court or governmental, administrative, regulatory or supervisory body.

In the event any of the conditions is not fulfilled by the the Longstop Date (or such later date as Lender and the Company may agree in writing), the Conversion Right shall lapse.

Conversion Shares:

The Loan shall be converted into Conversion Shares in accordance with the following formula:

CS = L / Conversion Price

Where:

"CS" shall mean the number of Conversion Shares to be issued, rounded up to the nearest 1 Share;

"L" shall mean the amount of the Loan as at the Conversion Completion Date (defined in the section "Conversion Completion" below), to be converted; and

"Conversion Price" shall mean S\$0.0011, subject to such adjustments as may be required and as summarised in the section below entitled "Adjustments".

Status of the Conversion Shares:

The Conversion Shares shall be issued fully paid up and free from all encumbrances and shall rank, *pari passu*, in all respects with the existing Shares save that they will not rank for any dividend, rights, allotments or other distributions if the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares, falls on or before the date on which the Conversion Shares are issued.

Adjustments:

The Conversion Price shall from time to time be adjusted as provided in the paragraphs below and in all or any of the following cases ("Adjustment Event") provided that the Conversion Price shall not be lower than the par value of the Shares in issue at the time of the Conversion:

(a) any consolidation, subdivision or conversion of the Shares; or

(b) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of a rights or bonus issue.

The Conversion Price shall from time to time be adjusted in accordance with the following provisions in the event an Adjustment Event shall occur:

 $NCP = CP \times (OSC / NSC)$

"NCP" is the new Conversion Price;

"CP" is the Conversion Price:

"OSC" is the Company's total number of issued Shares immediately before such Adjustment Event; and

"**NSC**" is the Company's total number of issued Shares immediately after such Adjustment Event.

Any adjustment to the Conversion Price will be rounded upwards to the nearest one hundredth (0.01) cent. No adjustment will be made to the Conversion Price in any case in which the amount by which the same would be reduced would be less than one hundredth (0.01) cent. For any Adjustment Event to take place, the NCP will be adjusted accordingly to the above provision but subject to NCP not being lower than the par value of the shares i.e. S\$0.001, pursuant to the above clause; in any case.

Additionally, the Company shall ensure that it does not undertake any proposed Adjustment Event, save and except where all applicable governmental and regulatory approvals (including without limitation the approval of the SGX-ST and the issue of the Listing and Quotation Notice by the SGX-ST for any additional Conversion Shares to be issued) required in connection with the adjustment of the Conversion Price and/or the issue of any additional Conversion Shares to be issued pursuant to the adjusted Conversion Price, is obtained and not revoked.

Conversion Completion:

Subject to the provisions of the CLA, completion of the conversion of the Loan (the "Conversion Completion") shall take place on the date falling seven (7) business days from the date of delivery of the Conversion Notice by the Lender to the Company (the "Conversion Completion Date"). At Conversion Completion, the Company shall allot and issue the relevant Conversion Shares to the securities account of the Lender provided by the Lender in the Conversion Notice.

Once the Loan has been converted into Conversion Shares, the Loan shall be deemed fully repaid upon the conversion.

The above principal terms of the CLA are subject to regulatory approval. The Company will update Shareholders if changes to the principal terms are required to be made.

B. THE LENDER

The information on the Lender in this Section was provided by the Lender. In respect of such information, the Company and its Directors have not independently verified the accuracy and correctness of the same.

The Lender is AIM Worldwide Group Ltd ("AIM Worldwide"). The Lender has agreed to grant the Loan to the Company, with the prospect of being issued the Conversion Shares pursuant to the CLA, as it is confident in the Company's business once the Company resumes trading of its Shares.

AIM Worldwide is an investment holding company incorporated in the British Virgin Islands and is wholly owned by Ms. Lu Chai Hong ("**Ms Lu**") and Ms. Tan Xin Wei, Vinnie ("**Vinnie Tan**"). Ms Lu and Vinnie Tan are private individual investors and as at the date of this announcement, AIM Worldwide, Ms. Lu and

Ms. Vinnie Tan do not hold directly or indirectly any Shares. They are however connected to certain shareholders of the Company in the following manner:

- (a) Ms. Lu is the spouse of Datuk Wira Eric Tan Eng Huat ("**Datuk Eric**") and the mother of Mr. Tan June Teng, Colin ("**Mr Colin Tan**") and Mr. Tan Ping Huang, Edwin ("**Mr Edwin Tan**").
 - Datuk Eric is a shareholder of the Company, holding 1.48% (representing 211,384,500 Shares) of the share capital of the Company as at the date hereof (the "Existing Share Capital").
 - Mr. Colin Tan holds 3.11% (representing 444,198,021 Shares) of the Existing Share Capital, and Mr. Edwin Tan holds 1.76% (representing 250,892,857 Shares), aggregating 4.87% of the Existing Share Capital.
- (b) Vinnie Tan is Datuk Eric's daughter and sister of Mr Colin Tan and Mr Edwin Tan.
- (c) Ms. Tan Ler Choo, a Director of the Company, is the sister of Datuk Eric and the aunt of Mr. Colin Tan and Mr. Edwin Tan, and she holds 0.09% (representing 12,066,666 Shares) of the Existing Share Capital.

As at the date of this announcement, Mr. Colin Tan, Mr. Edwin Tan, Datuk Eric and Ms. Tan Ler Choo (collectively, the "Connected Parties"), collectively hold an aggregate percentage of 6.44% of the Existing Share Capital.

AIM Worldwide was introduced to the Company by Datuk Eric, who was also previously the advisor to the Company in assisting the Company with the settlement with Achwell Property Sdn Bhd. There was no introducer fee paid to Datuk Eric in relation to the CLA.

The Connected Persons who hold Shares will abstain from voting on the resolution to approve the Conversion Right and the proposed issue of the Conversion Shares to the Lender at the EGM.

C. APPLICABILITY OF CHAPTER 9 OF THE CATALIST RULES

- (a) To the best of the knowledge of the Directors, save as set out above, the Lender does not have any connections (including business dealings) with the Company, its Directors and substantial shareholders, and as Ms. Lu and Vinnie Tan are not members of the "immediate family" (as defined under the Catalist Rules) of Ms. Tan Ler Choo, the Lender is also not strictly an "interested person" as defined under Chapter 9 of the Catalist Rules. However, in view of the close family relationships between the shareholders of the Lender and Ms. Tan Ler Choo and the other Connected Persons, the Company has taken a prudent approach and has deemed the Lender an "interested person". Accordingly, the entry into the CLA is considered an interested party transaction ("IPT") under Chapter 9 of the Catalist Rules.
- (b) Notwithstanding, the value of the IPT in this case, being the amount at risk to the Company, is the interest payable on the Loan, which amounts to \$\$900,000 being the interest payable for the CLA for the loan tenure of 3 years.
- (c) Pursuant to Catalist Rule 905(4), the value of risk represents 1.78% of the Group's latest audited net tangible asset of S\$50,600,000 for the financial year ended 30 June 2022 ("FY2022's NTA') which is less than the 5% of the Group's FY2022's NTA. As such, no shareholders' approval is required under Chapter 9 of the Catalist Rules for the CLA.
- (d) Save as disclosed above, there are no other interested person transactions entered into by the Company with AIM for the current financial year.

D. NUMBER OF CONVERSION SHARES

Under the CLA and based on the following assumptions, 1,818,181,818 Conversion Shares will be issued to the Lender:

- (a) the Conversion Price is S\$0.0011, with no adjustment having been made thereto pursuant to the CLA;
- (b) no default interest is payable;

- (c) no Event of Default has occurred;
- (d) the Security Document is not enforced; and
- (e) the amount which is converted is the outstanding principal amount of the Loan of S\$2,000,000 with interest having been paid in full to the Lender in cash.

This will result in AIM Worldwide holding 11.30% of the Company's enlarged share capital and the aggregate shareholding percentage of AIM Worldwide and the Connected Parties will be 17.01% of the Company's enlarged share capital, assuming a full issue of the 1,818,181,818 Conversion Shares set out above and no change in the share capital of the Company from the date of this announcement up to the date of issuance of the Conversion Shares. Shareholders are to note that this number is for illustrative purposes only and the actual number of Conversion Shares which are issued may be different.

The issuance of the Conversion Shares to the Lender will not result in the Lender being obliged to make a general offer for the mandatory take-over of the Company pursuant to Rule 14 of the Singapore Code on Take-overs and Mergers.

Also, the Lender will not become a controlling shareholder under Rule 803 of the Catalist Rules (being a person who (a) holds directly or indirectly 15% or more of the total number of issued Shares, or (b) in fact exercises control over the Company) following the issue of the Conversion Shares. Whilst the Lender will not itself hold 15% or more of the enlarged share capital of the Company after the conversion, in view of the close family relationships of the Lender and the Connected Parties and that the aggregate shareholding percentage of such parties after the conversion exceeds 15%, the Company will be seeking Shareholders' approval for the grant of the Conversion Right and the issue of the Conversion Shares.

E. CONVERSION PRICE & INTEREST RATE

The Conversion Price, Interest Rate, Default Interest Rate and the Security for the Loan was mutually agreed between the Company and the Lender on an arm's-length basis, is not prejudicial to the interests of the issuer and its minority shareholders; taking into consideration the following factors:

- (a) the Company's financial position;
- (b) the Company's wholly-owned subsidiary, Capital City Properties Sdn Bhd which was placed under judicial management and just exited in January 2022 due to an inability to sell its retail units and shopping mall closures (which resulted from the COVID-19 pandemic), the subsequent Movement Control Orders implemented by the Malaysian government and consequent pessimism in Johor Bahru's property market;
- (c) the Company's limited equity and/or debt fundraising options;
- (d) the Company's agreement with the Lender to allot and issue the Conversion Shares under the CLA in place of repayment of the Loan in cash to conserve cash resources for the purposes of funding the Group's immediate required operating expenses which will be disbursed upon successful resumption of trading ("Trading Resumption");
- (e) the prolonged trading suspension of the Shares since 14 February 2020, where the Company was undergoing a restructuring exercise and it was difficult for the Company to attract investors; and
- (f) the Interest Rate being the same as previously entered into between the Company for a convertible loan amount of S\$5.5 million with Dato Seri Chong Thim Pheng and Mr Ong King Sin as announced on 3 October 2019.

The Conversion Price of S\$0.0011 per Conversion Share (assuming no adjustment to the Conversion Price is required pursuant to the CLA) represents a discount of approximately 74% to the VWAP of S\$0.00417 for each Share based on the trades done on 13 February 2020, being the last full market day when the Shares were traded prior to the Company's trading suspension on 14 February 2020.

Accordingly, as the discount exceeds 10%, Shareholders are required to approve the Conversion Price pursuant to Rules 811(1) and 811(3) of the Catalist Rules.

F. USE OF PROCEEDS

Assuming that the full amount of the Loan is disbursed, the estimated net proceeds of the Loan after deducting estimated expenses of S\$50,000 which includes legal and professional fees, and expenses incurred to convene the Shareholders' meeting to seek Shareholders' approval, are S\$1,950,000 ("Net Proceeds").

The Company intends to use the Net Proceeds for its general working capital requirements such as Group's Capital City Mall reopening operating expenses, professional fee and monthly operating expenses related to its staff salaries, office rental, liabilities instalment payments.

The Company will provide a breakdown with specific details on how such proceeds from the Convertible Loan have been applied to working capital and other purposes in its announcements and its annual report.

G. RATIONALE FOR THE CLA AND THE PROPOSED CONVERSION SHARES

The Company has entered into the CLA for its required operating expenses which will enable the Company to recommence the operations of the Group's Capital City Mall in Malaysia as well as to assist the Group to addressing its going concern for the purpose of the Trading Resumption of the Company and to assist the Company to meet the requirements for the Shares of the Company to resume trading on the SGX-ST.

Accordingly, the Directors are of the opinion that, the working capital available to the Group after taking into consideration the Net Proceeds from the CLA, is sufficient to meet its present requirements.

H. OPINION OF THE AUDIT COMMITTEE

The Audit Committee of the Company, having considered the terms and the rationale for the Loan, are of the opinion that the transaction was conducted on an arm's length basis and on normal commercial terms, and is not prejudicial to the interests of the Company and its minority shareholders.

INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDER

Saved as disclosed herein, none of the other Directors or controlling shareholder(s) of the Company has any interest, direct or indirect (other than through their respective shareholdings in the Company), in the CLA.

J. FINANCIAL EFFECTS OF THE CLA

ASSUMPTIONS

The financial effects of the issuance and allotment of the Conversion Shares on the net assets value ("NAV") per share and the earnings per share ("EPS") of the Group are set out below. The financial effects which have been prepared based on the latest audited financial statements of the Group for the financial year ended 30 June 2022 ("FY2022"), are purely for illustrative purposes only and do not reflect the actual financial position of the Group after the allotment and issuance of the Conversion Shares and are subject to the following assumptions:

- (a) the Loan is fully converted into 1,818,181,818 Conversion Shares;
- (b) the financial effect of the Conversion Shares on the EPS of the Group is based on the assumption that the Conversion Shares had been issued on 1 July 2021;
- (c) the financial effect of the Conversion Shares on the NTA per Share is based on the assumption that the Conversion Shares had been issued on 30 June 2022; and
- (d) the exchange rate used in respect of the Conversion Shares is S\$1: RM3.3625 as at 10 November 2022

Net Assets Value

For illustrative purposes and assuming the Conversion Shares had been allotted and issued at the end of FY2022 at the Conversion Price, the NAV is as follows: -

	Before the issuance of the Conversion Shares	After the issuance of the Conversion Shares
NAV (RM'000)	169,563	175,279
Number of Shares ('000 share)	14,268,666	16,086,848
NAV per Share (RM cents)	0.012	0.011

Earnings Per Share

For illustrative purposes and assuming the Conversion Shares had been allotted and issued at the beginning of FY2022, at the Conversion Price, the EPS was as below:

	Before the issuance of the Conversion Shares	After the issuance of the Conversion Shares
Profit attributable to owners of the Company (RM'000)	59,133	58,124
Number of weighted average shares ('000 share)	14,268,666	16,086,848
EPS (RM cents)	0.004	0.004

Net Gearing

	Before the issuance of the Conversion Shares	After the issuance of the Conversion Shares
Net Gearing	1.1927	1,1596

K. SHAREHOLDING STRUCTURE

Assuming all of the 1,818,181,818 Conversion Shares are issued to the Lender, the shareholding structure of the Company before and after the issue of the Conversion Shares) is set out as follows:

	Shareholding before the issue of the Conversion Shares		Shareholding after the issue of the Conversion Shares	
Directors	No. of Shares	(%) ⁽¹⁾	No. of Shares	(%) ⁽¹⁾
Siow Chien Fu	661,745,713	4.64	661,745,713	4.11
Low Chai Chong	18,780,000	0.13	18,780,000	0.12
Tan Ler Choo	12,066,000	0.08	12,066,000	0.08
Lam Kwong Fai	14,000,000	0.10	14,000,000	0.09

Substantial Shareholders	No. of Shares	(%) ⁽¹⁾	No. of Shares	(%) ⁽¹⁾
Twin Unitrade Sdn Bhd	4,216,586,455	29.55	4,216,586,455	26.21
Great View Finance Limited	1,878,800,286	13.17	1,878,800,286	11.68
AIM Worldwide Group Ltd	-	-	1,818,181,818	11.30
Brilliant Outlook Sdn Bhd	1,495,983,609	10.48	1,495,983,609	9.30
Chong Thim Pheng	1,234,360,187	8.65	1,234,360,187	7.67
Scholars Link (M) Sdn Bhd	1,216,120,274	8.52	1,216,120,274	7.56

Notes:

(1) Based on the existing share capital comprising 14,268,666,015 Shares and the enlarged share capital comprising 16,086,847,833 Shares.

L. ADDITIONAL LISTING APPLICATION

Subject to all required consents and approvals being obtained, the Company will be submitting an application to the SGX-ST through its Sponsor for the listing and quotation for the Conversion Shares, on the Catalist of the SGX-ST in due course. The Company will make further announcements accordingly.

M. CIRCULAR TO SHAREHOLDERS

A circular containing, *inter alia*, the notice of the EGM and the details of the Conversion Right will be despatched to Shareholders in due course.

N. 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 Proposed Conversion Shares, 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.

O. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the CLA and the Security Document are available for inspection at the business office of the Company at 1, North Bridge Road, #24-09 High Street Centre, Singapore 179094 during normal business hours for a period of (3) months from the date of this announcement:

Trading in the Company's securities on the SGX-ST has been voluntarily suspended by the Company since 14 February 2020. The Company will make further announcements as appropriate or when there are any material developments.

Shareholders 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. Shareholders should consult their stockbrokers, bank managers, solicitors or other professional advisors if

they have any doubt about the actions they should take.

By Order of the Board CAPITAL WORLD LIMITED

Siow Chien Fu Executive Director and Chief Executive Officer 11 November 2022

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 document, including the correctness of any of the statements or opinions made or reports contained in this document.

The contact person for the Sponsor is Mr. Shervyn Essex, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sq.