

**PROSPERA GLOBAL LIMITED**  
(Formerly known as Sinjia Land Limited)  
(Incorporated in the Republic of Singapore)  
(Company Registration No. 200402180C)  
(the "**Company**")

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**ENTRY INTO LOAN AGREEMENT AS AN INTERESTED PERSON TRANSACTION**

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**1. INTRODUCTION**

The board of directors (the "**Board**" or "**Directors**") of Prospera Global Limited (the "**Company**", and together with its subsidiaries, the "**Group**") wishes to announce that the Company has on 21 March 2025 entered into a loan agreement (the "**Loan Agreement**") with Mr. Guo Jiahui, the Executive Director and Group Chief Executive Officer of the Company (the "**Lender**") pursuant to which the Lender has agreed to extend to the Company an unsecured term loan of S\$850,000 with interest rate of two per cent. (2.0%) per annum (the "**Loan**"), on the terms and subject to the conditions of the Loan Agreement. Further details of the Loan are set out in section 2 of this announcement.

**2. THE LOAN AGREEMENT**

**2.1. Information on the Lender**

The Lender is an Executive Director and Group Chief Executive Officer of the Company and also a substantial shareholder of the Company. As at the date of this announcement, the Lender has a direct interest in 117,072,685 ordinary shares in the capital of the Company (the "**Shares**"), representing 28.27% of the existing share capital of the Company (excluding treasury Shares).

Accordingly, the Lender is considered an "interested person" of the Company and the entry into the Loan Agreement is an "interested person transaction" for the purposes of Chapter 9 of the Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**") of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**").

**2.2. Principal Terms of the Loan**

A summary of the salient terms of the Loan Agreement is set out below:

<b>Principal Amount</b> :	The Lender shall advance to the Company a lump-sum of S\$850,000 in clear and available funds to the Company.  The Company shall be entitled to draw down the entire principal amount of the Loan in a single lump-sum payment of S\$850,000 on a date to be agreed between the Parties, which shall not be later than 10 Business Days after the date of the Loan Agreement.
<b>Purpose</b> :	The Loan is to be used for funding the working capital and operating expenses of the Group.

<b>Interest</b>	: Simple interest of two per cent. (2.0%) shall accrue on the outstanding Loan amount that has been disbursed from its date of disbursement.
<b>Security</b>	: Unsecured.
<b>Repayment</b>	: The Loan together with any accrued interest and any other amounts due but unpaid under the Loan Agreement shall be payable in full, on the day falling one (1) year from the date of disbursement of the Loan (the “ <b>Maturity Date</b> ”).  The Loan cannot be prepaid prior to the Maturity Date, and the Maturity Date cannot be extended, unless as otherwise mutually agreed in writing by both Parties.
<b>Events of Default</b>	: Each of the events set out below is an “ <b>Event of Default</b> ” (whether or not its occurrence is caused by any person outside the control of the Company or any other person):  (a) the Company stops, or threatens to stop payment of, or is unable to pay or demonstrates its inability to pay, any amount payable pursuant to the Loan Agreement;  (b) any of the following events occurs in respect of the Company (save for any winding-up petition or any application which is vexatious and is discharged, stayed or dismissed within twenty-one (21) days of its commencement):  (i) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken by any person with the view to winding up of the Company or, placing the Company under judicial management;  (ii) the Company resolving to wind itself up or otherwise dissolve itself;  (iii) the appointment of a liquidator or provisional liquidator in respect of the Company;  (iv) a judicial manager being appointed in respect of the Company or the Company's assets;  (v) the Company entering into a scheme of arrangement or composition with or assignment for the benefit of all or any class of its creditors; or  (vi) the appointment of a receiver or receiver and manager over the Company or any of its assets;  (c) any representation, warranty or statement made or deemed to be made by the Company in the Loan Agreement is or proves

	<p>to have been incorrect or misleading in any material respect when made or deemed to be made, unless the circumstances giving rise to the misrepresentation are capable of remedy, and is remedied to the reasonable satisfaction of the Lender within ten (10) business days of the earlier of the Company or the Lender becoming aware of the misrepresentation;</p> <p>(d) the Company fails duly to perform or comply with any undertaking or other obligation owed or assumed by it under the Loan Agreement and, if any such non-performance or non-compliance is capable of remedy, it is not remedied to the reasonable satisfaction of the Lender within ten (10) business days after the Lender has given notice to the Company of such non-performance or non-compliance; or</p> <p>(e) it is or becomes unlawful for the Company to perform any of its obligations under the Loan Agreement which the Lender, acting reasonably, considers material.</p> <p>The Lender may at any time, if an Event of Default has occurred which has not been remedied or waived, do any one or more of the following by notice in writing to the Company:</p> <p>(a) declare that all or any part of the Loan (and any accrued interest if any) and all other amounts accrued or outstanding under the Loan Agreement be immediately due and payable, whereupon the same will become immediately due and payable; and/or</p> <p>(b) cancel the Loan in part pro rata or in full, whereupon the same will be so cancelled and, if cancelled in full, immediately reduced to zero.</p>
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### 2.3. Rationale for the entry into the Loan Agreement

In recent months, the Group is in need of further working capital financing. While the Company has used reasonable endeavours to explore other financing options, in light of present market conditions, limited financing options are available to the Group. The Loan will be expected to ease and enhance the Group's cash flow position in the near term. Furthermore, the interest on the Loan is, to the knowledge of the Company, lower than normal commercial terms offered by third party lenders in respect of unsecured short-term loans of such nature.

For the avoidance of doubt, the Company's intended use of proceeds for the Loan is for the Group's working capital.

Therefore, having reviewed the terms of the Loan Agreement, the Board (excluding the Lender) is of the view that the Loan is in the best interests of the Company. Mr. Guo Jiahui (being the Lender) has abstained from the Board's review and determination.

## **2.4. Chapter 9 of the Catalyst Rules**

In accordance with Rules 906(1) read with 918 of the Catalyst Rules, where the value of an interested person transaction (whether by itself or when aggregated with other transactions entered into with the same interested person during the same financial year) is equal to or exceeds 5% of the latest audited net tangible assets of the Group (“**Group NTA**”), the approval of independent shareholders of the Company (the “**Shareholders**”) is required to be obtained either prior to the transaction being entered into, or if the transaction is expressed to be conditional on such approval, prior to the completion of such transaction, as the case may be. Additionally pursuant to Rules 905(1) and (2) of the Catalyst Rules, the Company is required to make an immediate announcement of any interested person transaction (whether by itself or when aggregated with other transactions entered into with the same interested person during the same financial year) of a value equal to, or more than, 3% of the group's latest audited net tangible assets.

Pursuant to Rule 909(3) of the Catalyst Rules, the value of a transaction is the amount at risk to the issuer. In the case of borrowing funds from an interested person, the value of the transaction is the interest payable on the borrowing. As the interest rate of the Loan is two per cent. (2.0%) per annum, the value of the said transaction (assuming that the Loan is repaid at its maturity) is S\$17,000. As the Group had not entered into any other transactions with the Lender within the current financial year commencing on 1 January 2025, and the Group's latest audited NTA is (based on its audited financial statements for the year ended 31 December 2023) approximately S\$1.779 million, the Company is technically not required to seek Shareholders' approval or to make an announcement pursuant to Rules 906 or 905 of the Catalyst Rules respectively. Notwithstanding the above, the Company is disclosing the Loan pursuant to Catalyst Rules 703 read with paragraph 9 of Appendix 7A.

Save as disclosed in this announcement, there are no other interested person transactions entered into by the Company with the Lender or his associates for its financial year ended 31 December 2024 and up to the date of this announcement.

The Audit Committee of the Company has reviewed the terms of the Loan and is of the view that while the Loan is not on normal commercial terms (as the interest of the Loan is lower than those offered by third party lenders), the terms of the Loan are fair and reasonable, and the Loan is not prejudicial to the interests of the Company and its minority shareholders.

Any extension of the Loan upon expiry of the repayment period, including the terms thereof, will be subject to the review by the Board and the Audit Committee of the Company and the provisions of Chapter 9 of the Catalyst Rules.

## **3. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

Save for their respective shareholding interests in the Company (as the case may be) and as disclosed above in this announcement, none of the Directors, controlling Shareholders or substantial Shareholders, or their respective associates has any interest, direct or indirect, in the Loan.

## **4. CAUTIONARY STATEMENT**

**Shareholders and potential investors are advised to exercise caution when dealing or trading in the Shares. As at the date of this announcement, there is no certainty or assurance that the Loan will be disbursed or that no changes will be made to the terms**

thereof. The Company will make the necessary announcements when there are further developments.

Shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully. Shareholders and potential investors should consult their stockbrokers, bank managers, solicitors, accountants, tax advisers or other professional advisers if they have any doubt about the actions they should take.

**BY ORDER OF THE BOARD**

Guo Jiahui  
Executive Director and Group Chief Executive Officer  
21 March 2025

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*This document has been reviewed by the Company's Sponsor, Evolve Capital Advisory Private Limited. It has not been examined or approved by 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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