



KTL GLOBAL LIMITED

(Incorporated in the Republic of Singapore under Registration Number 200704519M)

ENTRY INTO LOAN AGREEMENT

1. INTRODUCTION

The Board of Directors (the "**Board**" or "**Directors**") of KTL Global Limited (the "**Company**") wishes to announce that the Company has on 1 March 2022 entered into a loan agreement (the "**Loan Agreement**") with Mr Wu Yongqiang ("**Mr Wu**" or the "**Lender**"). Pursuant to the Loan Agreement, the Lender has agreed to grant an unsecured loan of up to S\$10,000,000 with interest of 5% per annum for a term of 5 years (the "**Loan**") to the Company, subject to the terms and conditions set out in the Loan Agreement. The Loan will be used to facilitate (i) growth and expansion of the Company and its subsidiaries, and for (ii) general working capital.

2. INTERESTED PERSON TRANSACTION

Mr Wu is a Non-Executive Non-Independent Director and Non-Executive Chairman of the Company. Mr Wu is also a Non-Executive director of a wholly-owned subsidiary, Tianci Agritech Pte. Ltd., with effect from 1 March 2022.

As at the date of this announcement, Mr Wu is the spouse of substantial shareholder, Ms. Zhang Xuemei. Ms Zhang Xuemei has a direct interest in an aggregate of 40,250,000 ordinary shares in the capital of the Company representing approximately 12.75% of the entire issued share capital of the Company. Pursuant to Chapter 9 of the Listing Manual (the "**Listing Manual**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**"), Mr Wu is deemed as an interested person and the provision of the Loan to the Company constitutes an interested person transaction ("**IPT**").

3. PRINCIPAL TERMS OF THE LOAN AGREEMENT

The principal terms of the Loan Agreement are summarised as follows:

Principal Amount	:	Up to S\$10,000,000
Maturity Date	:	The Loan shall be due and payable on the date falling 60 months from the date of the Loan Agreement (the " Maturity Date ")
Interest	:	5% per annum is chargeable on the Loan
Repayment	:	The Loan shall be repaid in full on the Maturity Date.

- Early Repayment** : The Company may at any time after drawdown of the Loan make partial or full repayment of the principal and interest amounts outstanding.
- Conditions** : Subject to such waivers as may be granted by the Lender, the obligation of the Lender to make available the Loan is subject to:
- (a) on or prior to the first drawdown, there having been delivered to the Lender, in such form and substance satisfactory to the Lender acting reasonably, and certified on or dated, as the case may be, on the date of the first drawdown, certified true copies of the resolutions of the board of directors of the Borrower approving the Borrower's entry into the Loan Agreement and the transactions contemplated hereunder; and
 - (b) all approval from the relevant shareholders of the Company in respect of the entry into the Loan Agreement being obtained.

4. STATEMENT BY BOARD AND AUDIT COMMITTEE

The Board and the Audit Committee of the Company have reviewed the above Loan and the IPT. Due to the ongoing suspension in the trading of the Company's shares which has adversely affected the Company's ability to obtain loans from commercial banks and/or issue new shares in connection with fund raising exercises and the Company's needs for funds for working capital and to facilitate growth and expansion, the Board and the Audit Committee are of the view that the Loan is on normal commercial terms; and is not prejudicial to the interests of the Company and its minority shareholders.

5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed herein, none of the directors or substantial shareholders of the Company has any interest (other than their respective shareholding in the Company), direct or indirect, in the transactions set out in this announcement.

6. REQUIREMENT TO OBTAIN SHAREHOLDER'S APPROVAL

The Loan constitute an interested person transaction as defined in Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST Listing Rules**"). As the value of the transaction, being interest payable on the Loan, exceeds 5% of the Group's latest audited net tangible assets as at 31 December 2020, the Loan will be subject to the approval of Shareholders pursuant to Rule 906(1)(a) of the SGX-ST Listing Rules, which will be obtained at an extraordinary general meeting to be convened.

7. DOCUMENTS FOR INSPECTION

A copy of the Loan Agreement may be inspected at the registered office of the Company in Singapore at 18 Boon Lay Way, #10-139, Tradehub 21, Singapore 609966 during normal business hours for a period of three (3) months from the date of this announcement.

8. DIRECTORS' RESPONSIBILITY STATEMENT

The Board 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 set out in this announcement, and the Board is not aware of any facts the omission of which would make any statement in this announcement misleading.

By Order of the Board

Chin Teck Oon
Executive Director
2 March 2022