PROSPERCAP CORPORATION LIMITED

(Company Registration No. 197300314D)

(Incorporated in the Republic of Singapore)

I. ENTRY INTO CREDIT FACILITY AGREEMENT WITH DTP INTER HOLDINGS CORPORATION PTE. LTD. AS AN INTERESTED PERSON TRANSACTION PURSUANT TO RULE 905(2) OF THE CATALIST RULES; AND

II. UPDATE ON THE PROPOSED CONVERTIBLE REDEEMABLE PREFERRED SHARES

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1. Introduction

The Board of Directors (the "**Board**") of ProsperCap Corporation Limited (the "**Company**" and together with its subsidiaries, the "**Group**") wishes to announce that the Company has on 25 September 2025 entered into a credit facility agreement (the "**Credit Facility Agreement**") with DTP Inter Holdings Corporation Pte. Ltd. ("**DTPIH**"), a controlling shareholder of the Company, pursuant to which DTPIH has agreed to provide facilities in an aggregate principal amount of GBP22,400,000 or its Singapore dollar ("**SGD**") equivalent amount to the Company upon the terms and conditions set out in the Credit Facility Agreement.

In relation to the proposed convertible redeemable preferred shares (the "**Proposed CRPS**") which the Company has previously announced that it was contemplating, please refer to the update provided in paragraph 8 of this announcement.

2. Rationale for and benefit of the Facilities

The Company is of the view that the Facilities (as defined below) provided by DTPIH under the Credit Facility Agreement are beneficial to the Group and will assist to finance the Group's capital and operational expenditure and working capital needs. Further, taking into account that the Facilities is an unsecured facility, the interest rate imposed under the Facilities is still lower than the existing unsecured facilities that the Company has previously entered into.

3. Information on the Lender

DTPIH is a controlling shareholder of the Company, holding 1,362,683,723 ordinary shares representing approximately 84.85% of the Company's total issued capital as at the date of this announcement. DTPIH is an indirect wholly-owned subsidiary of DTGO Corporation Limited.

4. Salient Terms of the Credit Facility Agreement

The salient terms of the Credit Facility Agreement are as follows:

Total Amount of the Facilities	GBP 22,400,000
Facilities	• Facility 1: term loan facility in an aggregate amount not exceeding GBP 10,900,000 or its SGD equivalent amount, which includes Facility 1A in an aggregate amount not exceeding GBP 7,400,000 and Facility 1B in aggregate amount not exceeding the SGD

	amount equivalent to GBP 3,500,000 (using the exchange rate as of the relevant utilisation date). GBP 5,000,000 of Facility 1 will be available for drawdown from 26 September 2025 with the balance available on or after 1 Oct 2025. • Facility 2: term loan facility in an aggregate amount not exceeding GBP 5,000,000 which will be available for drawdown after 1 March 2026. • Facility 3: term loan facility in an aggregate amount not exceeding SGD equivalent to GBP 6,500,000 (using the exchange rate as of the relevant utilisation date) which is available for drawdown from the date of the Credit Facility Agreement subject to the approval of the Lender. (each a "**Facility**", and collectively, the "**Facilities**").
Purposes	• Facility 1: in respect of Facility 1A, payment of the Company's UK subsidiaries' operating expenditures, capital expenditures and working capital requirement, and in respect of Facility 1B, payment of the Company's operating expenditures, capital expenditures and working capital requirement. • Facility 2: payment of the Company's UK subsidiaries' operating expenditures, capital expenditures and working capital requirement. • Facility 3: payment of the Company's UK subsidiaries' operating expenditures, capital expenditures and working capital requirement
Final Maturity Date	18 months from the initial utilisation date as may be extended, subject to DTPIH's approval, no longer than 36 months from the initial utilisation date
Utilisation	The Company may utilise any Facility by delivering to DTPIH a duly completed utilisation request not later than 1 business day before the proposed initial utilisation date and the proposed second utilisation date of Facility 1A and 1B, 5 business days before the subsequent utilisation dates of Facility 1A and 1B, and 5 business days before the proposed initial utilisation date and subsequent utilisation dates of Facility 2 and Facility 3. Utilisation of each Facility is subject to specified conditions precedent, including (amongst others) provision of invoices, receipts, reports and/or any other evidence satisfactory to DTPIH showing that the relevant payments to be paid by the Company and/or the Company's subsidiaries (as the case may be) from the proceeds of the relevant utilisation are overdue and outstanding.
Front-end fee	The Company shall pay to DTPIH the front-end fee at the rate of 2% of each proposed utilisation amount on demand by DTIPIH after the date of the initial utilisation date or the subsequent utilisation dates (as the case may be) or, if not demanded, accrued to be paid on the Final Maturity Date.

Interest Rate:	• The rate of interest on each loan with respect to Facility 1, Facility 2 and Facility 3 is 11.71 per cent. per annum. • The Company shall pay interest on each loan on the last business day of each interest period or accrued to be paid on the Final Maturity Date upon DTPIH's approval. • Each interest period shall start on the relevant utilisation date and end on the last day of the third calendar month, and each other interest period shall start the day after the last day of its preceding interest period and end on the last day of the third calendar month. • If the Company fails to pay any amount payable by it under the Credit Facility Agreement on its due date, the unpaid sum shall be subject to interest at the rate of 15 per cent. per annum.
Principal Repayment:	With respect to any loans made under the Facilities, each repayment of the loan shall be made by the Company on the Final Maturity Date.
Prepayment	The Company has the right from time to time to prepay each loan, either in whole or in part (together with accrued interest up to the date of prepayment), on any interest payment date, provided that DTPIH shall have received at least five business days (but in case the funds for such prepayment are raised by refinancing from a bank or other financial institutions, at least 10 business days) prior written notice of such prepayment. Any amount prepaid may not be re-borrowed. No penalties will be imposed on such prepayment.
Events of Default	Upon the occurrence of events of default specified in the Credit Facility Agreement (including non-payment, any representation or warranty proving to be untrue, incorrect or misleading, breach of material covenants or undertakings which are unremedied within 30 days, cross-default, insolvency or insolvency proceedings), DTPIH may by written notice to the Company: (i) declare any or all of the Facilities to be terminated whereupon the obligations of DTPIH to make available the Facility under the Credit Facility Agreement shall be terminated; and/or (ii) declare that all or part of the loan, together with accrued interest, and all other fees, charges, expenses and indemnities or any other amount of indebtedness outstanding under the Credit Facility Agreement immediately due and payable, whereupon the Company shall immediately pay all such amounts to DTPIH in full together with accrued and unpaid interest thereon.
Security	None
Guarantee	None

5. **Interested Person Transaction under Chapter 9 of the Catalist Rules**

As DTPIH is a controlling shareholder of the Company, DTPIH is regarded as an "interested person" within the meaning defined in Chapter 9 of the Singapore Exchange Securities Trading Limited's Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**"). Accordingly, the entry into the Credit Facility Agreement is an interested person transaction ("**IPT**") within the meaning defined in Chapter 9 of the Catalist Rules.

Pursuant to Rule 909(3) of the Catalist Rules, in the case of borrowing of funds from an interested person, the value of the transaction at risk to the issuer is the interest payable on the borrowing.

In addition, Rule 905(2) of the Catalist Rules provides that if the aggregate value of all transactions entered into with the same interested person during the same financial year amounts to 3% or more of the Group's latest audited net tangible assets, the Company must make an immediate announcement of the latest transaction and all future transactions entered into with that same interested person during that financial year.

The details of all interested person transactions, including loan(s) under the Facilities which are the subject of this announcement, entered into with DTPIH and its associates for the current financial year ending 31 December 2025 (excluding transactions which are less than S$100,000) is set out below:

Name of interested person	**Nature of relationship**	**Aggregate value of all interested person transactions during FY2025 (excluding transactions less than S$100,000 and transactions conducted under shareholders' mandate[1] pursuant to Rule 920 of the Catalist Rules)**	**Aggregate value of all interested person transactions conducted under shareholders' mandate[2] pursuant to Rule 920 of the Catalist Rules during FY2025 (excluding transactions less than S$100,000)**
DTGO Prosperous Limited	Management Fee payable to DTGO Prosperous Limited for services rendered to the Company for its overall hospitality business in the Hotels, covering procurement, office administration, research and innovation, corporate finance and planning, accounting, human resources, management and legal services under a project management services agreement.	S$1,391,000	Not Applicable

[1] For the avoidance of doubt, the Company does not have a general mandate from its shareholders for recurrent interested person transactions pursuant to Rule 920 of the Catalist Rules.

DTP Inter Holdings Pte. Ltd.	Interest payable to DTP Inter Holdings Pte. Ltd. under various shareholder loans.	S$1,943,000*	Not Applicable
DTP Inter Holdings Pte. Ltd.	Front-end fee payable under the Credit Facility Agreement (assuming that the aggregate amount of each Facility is fully drawn, at the rate of 2% of such aggregate amount)	S$775,000	Not Applicable
DTP Inter Holdings Pte. Ltd.	Interest payable on loan(s) under the Facilities (at the interest rate of 11.71 per cent per annum and assuming that the aggregate amount of each Facility is fully drawn down at the beginning of the applicable availability period for such Facility and repaid on the Final Maturity Date (assuming no extension))	S$5,236,000	Not Applicable
Total		**S$9,345,000**	

* This excludes interest payable of S$645,000 to DTPIH in relation to the provision of loans by DTPIH to the Group as disclosed on pages A-166 and A-169 under Section 13 "Interested Person Transactions" in the Circular to Shareholders dated 7 December 2023, whereby it was disclosed that shareholders are deemed to have specifically approved the interested person transactions set out therein. As such, this transaction is not subject to aggregation and other requirements under Rules 905 and 906 of the Catalist Rules to the extent there are no subsequent material changes to the terms of the agreements in relation to the transactions.

For the current financial year commencing on 1 January 2025 and up to the date of this announcement, the aggregate value of all transactions entered into by the Group with DTPIH and its associates (excluding transactions which are less than S$100,000) is S$9,345,000. This amounts to approximately 3.9% of the Group's latest audited net tangible asset of S$ 237.4 million as at 31 December 2024. As this is not of a value equal to or exceeds 5% of the Group's latest audited net tangible asset, the Company is not required to seek shareholders' approval pursuant to Rule 906 of the Catalist Rules.

The aggregate of all the interested person transactions entered into by the Group for FY2025 as at date of this announcement amounts to S$9,345,000.

Save as disclosed above, as at the date of this announcement, there are no other interested person transactions (excluding transactions which are less than S$100,000) entered into between the Company and all its interested persons during FY2025.

While the aggregate value of all transactions entered into by the Group with DTPIH and its associates (excluding transactions of less than S$100,000) currently exceeds 3% of the Group's latest audited net tangible assets, the Company will continue to closely monitor the cumulative transaction value with DTPIH and its associates. In the event that the aggregate value approaches or will exceed 5% of the Group's latest audited net tangible assets, the Company will seek shareholders' approval pursuant to Rule 906 of the Catalist Rules by convening an extraordinary general meeting.

6. Audit Committee Statement

The Audit Committee of the Company, having considered the terms and rationale for the Credit Facility Agreement, is of the view that the Credit Facility Agreement is on normal commercial terms and is not prejudicial to the interests of the Company and its minority shareholders. In arriving at this view, the Audit Committee of the Company has taken into consideration, among others, the following:

a. the interest rate 11.71% per annum under the Credit Facilities Agreement is lower than the lending rate of approximately 12.33% per annum under the Mezzanine Facilities Agreement dated 12 September 2024 entered into between PPC Regional Hospitality Group Company Limited, as borrower, and Deutsche Bank AG, London Branch and Standard Chartered Bank, as lenders;

b. negotiations on the terms of the Credit Facility Agreement was carried out on an arm's length basis between the Company and DTPIH, taking into account factors such as DTPIH's cost of borrowing and administration costs;

c. unlike other similar facilities in the market, the Company is granted flexibility on its repayment terms, including the availability to seek an extension of the term of the Facilities;

d. the Group does not have unencumbered assets available to support further secured borrowings; and

e. as the Company requires the funding on an urgent basis due to a lack of progress of other funding initiatives, there is not enough time to conclude discussions with other independent financial institutions taking into account the usual approval, negotiation and finalisation process.

7. Interests of Directors and Substantial Shareholders

Save as disclosed in this announcement and other than through their respective directorships and shareholdings in the Company, if any, none of the Directors or, to be best of the Directors' knowledge, controlling shareholders of the Company or their associates has any interest, direct or indirect, in the Credit Facility Agreement.

8. Update on Proposed CRPS

Reference is made to note 2 (Going concern basis) to the Company's unaudited financial results for the six months ended 30 June 2025 ("**1H FY25**") which were announced on 9 August 2025.

The Company wishes to update that as of the date of this announcement, no further progress has been made on negotiations regarding the Proposed CRPS. As such, the Board is of the view that this corporate action is unlikely to proceed.

By Order of the Board

PROSPERCAP CORPORATION LIMITED

Weerachai Amornrat-Tana
Acting Chief Executive Officer
and Vice Chairman of the Board

26 September 2025

This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (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.

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