

ISEC HEALTHCARE LTD.
(Incorporated in the Republic of Singapore)
(Company Registration Number: 201400185H)
(the “**Company**”)

**ENTRY INTO SALE AND PURCHASE AGREEMENT TO PURCHASE STRATA TITLE UNITS OF
AN EXISTING BUILDING IN THE FEDERAL TERRITORY OF KUALA LUMPUR, MALAYSIA TO
BE REDEVELOPED INTO A PURPOSE-BUILT MEDICAL CENTRE**

1. Introduction

1.1. The Board of Directors of ISEC Healthcare Ltd. (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that ISEC Sdn. Bhd. (“**Purchaser**”), a wholly-owned subsidiary of the Company, has on 29 December 2023 entered into a Sale and Purchase Agreement (“**SPA**”) with Sunny Uptown Sdn. Bhd. (the “**Vendor**”) to purchase certain strata-title units or parcels (“**Parcels**”) in a new building to be constructed by the Vendor (under the category of use of medical care) in the manner as further elaborated below (the “**Building**”), for a purchase price of RM85,778,980 or approximately S\$24,508,280¹ (“**Purchase Price**”) (the “**Proposed Acquisition**”).

2. Information on the Parcels and the Building

2.1. Under the terms of the SPA, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Parcels free from all encumbrances and with vacant possession, together with at least one hundred twenty five (125) carpark bays within the Building (“**Accessory Parcels**”).

2.2. The Parcels comprise of units on level LG1 and the ground floor, and units on levels 11 to 13 of the Building, having a total floor area of approximately 69,445 square feet (“**sqft**”).

2.3. The Building is to be constructed on a piece of leasehold land held by the Vendor under Pajakan Negeri 46331 Lot 58194 Mukim and Daerah Kuala Lumpur Negeri Wilayah Persekutuan Kuala Lumpur and measuring approximately 4,006 square meters (the “**Land**”), following the demolition of an existing building by the name of Show Village Building currently situated on the Land (“**Existing Building**”).

2.4. The Building will be a 15-storey building with 2 lower ground levels (including 6 levels of car park) to be specially designed and purpose-built for the Purchaser and the other purchasers who will be purchasing the remaining parcels together with their respective accessory parcel(s) within the Building, excluding the common property within the Building (“**Other Purchasers**”), to use and operate for medical business and retail (“**Intended Purpose**”).

2.5. The Proposed Acquisition of the Parcels will include a cafe on the lower ground, where patients and other visitors to the Building can obtain food and refreshments, and also comes with the acquisition of car park lots under the Accessory Parcels. The acquisition of such space or facilities, while not directly for purposes of providing medical services, may provide added convenience to the Group’s patients and other visitors to the Building and is ancillary or incidental to the Group’s intention of using the Parcels for its provision of medical services, and is currently not expected to contribute significantly to the Group’s revenue or profits

2.6. The Building will be built in accordance with the building plans, drawings and specifications agreed by the Vendor, the Purchaser and other Purchasers and approved or to be approved by the appropriate authorities for the construction and erection of, *inter alia*, the Building on the Land (including the Parcels and the parcels of the Other Purchasers) (“**Building Plans**”). The Parcels

¹ Unless otherwise indicated, the RM amounts in this announcement have been converted into S\$ amounts based on an exchange rate (middle rate) of S\$1: RM3.50 as published on Bank Negara Malaysia’s website as at 5 p.m. on 28 December 2023, (being the last market day preceding this announcement).

shall be constructed in accordance with specifications set forth in Schedule 3 of the SPA provided by the Purchaser and agreed by the Vendor (“**Parcel Descriptions**”).

- 2.7. The Vendor shall be responsible for applying and securing, at its own cost and expense, the official development order approval letters with endorsement development plans (“**DO Approval**”) and Building Plans approvals (“**BP Approval**”) in relation to the Building from the appropriate authorities, which the DO Approval and BP Approval must be acceptable to the Vendor, the Purchaser and the Other Purchasers as confirmed by the Vendor, although such DO Approval and BP Approval are subject to amendments in accordance with the terms of the SPA.
- 2.8. As the Building Plans and the Parcel Descriptions have been agreed to by the Vendor, the Purchaser and the Other Purchasers (as applicable) prior to the date of the SPA, in the event the Purchaser requires further amendments made to the Building Plans and/or the Parcel Descriptions in respect of the Parcels for any reason whatsoever, the Purchaser shall be liable for the cost incurred thereby, including but not limited to the cost for securing the relevant approvals and the construction costs arising from such amendment or variation, as well as any liquidated damages payable by the Vendor to the Other Purchasers (if applicable) in the event there were to be any prolonging of the construction period of the Other Purchaser’s parcels resulting in a delay by the Vendor in the delivery of vacant possession of such parcels within the contractual construction period.
- 2.9. The demolition of the Existing Building and design and construction of the Building according to the presently agreed Building Plans and Parcel Descriptions is currently expected to take approximately thirty six (36) months to complete.

3. Information on the Vendor

- 3.1. The Vendor is a private limited company incorporated in Malaysia. The Vendor and its directors and shareholders are not related to the Company, its directors or substantial shareholders.

4. Purchase Price

- 4.1. The Purchase Price was arrived on a willing-buyer willing-seller basis, taking into account, *inter alia*, the valuation of the Parcels under the Valuation Letter (as defined below) as well as the terms of the SPA which allows the Purchaser to acquire the Parcels and the Accessory Parcels at the Purchase Price following the completion of the demolition of the Existing Building and the construction of the Building on the Land by the Vendor without any additional costs or outlay to the Purchaser (save where otherwise provided under the terms of the SPA).

For the purposes of the Proposed Acquisition, the Vendor commissioned City Valuers & Consultants Sdn Bhd (“**City Valuers**”), an independent professional valuer, to perform an independent valuation of the Parcels, and under the valuation letter dated 26 December 2023 (the “**Valuation Letter**”), City Valuers appraised the Parcels to have a market value of RM86,000,000 or approximately S\$24,571,429¹. The basis of valuation is the market value of the Parcels on the basis that the Parcels constructed for the Intended Purpose are fully completed and issued with a certificate of completion and compliance and good registrable strata titles being issued to the Purchaser free from all encumbrances. Market value is the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller on an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

The Valuation Letter is carried out in accordance with the Malaysian Valuation Standards published by the Board of Valuers, Appraisers, Estate Agents and Property Managers, Malaysia.

- 4.2. The payment terms for the purchase of the Parcels are as follows:

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- (a) a deposit of a sum of RM8,577,898-00 representing 10% of the Purchase Price (“**Deposit**”) shall be paid to the Vendor upon execution of this Agreement but no later than 7 business days from the date of the SPA by the Purchaser; and
 - (b) provided always that the Condition Precedents shall have been fulfilled or waived by the parties as the case may be within the Condition Period (as defined below), the remaining ninety per cent (90%) of the Purchase Price shall be paid to the Vendor or the Vendor’s Solicitors, as the case may be, by instalments according to the progress of the construction of the Building and at the time and in the manner prescribed in Annex A below (“**Payment Schedule**”), with up to 82.5% of the Purchase Price to be paid by the time of issuance of the certificate of completion and compliance of the Parcels, 5% of the Purchase Price on the date the Purchaser takes possession of the Parcels and the remaining 2.5% of the Purchase Price on the expiry of 12 months after the date the Purchaser takes vacant possession of the Parcels.
- 4.3. The Purchaser shall pay interest on any unpaid sums required to be paid by the Purchaser at the agreed interest rate of 6% per annum (“**Agreed Interest Rate**”) calculated from the expiry of thirty (30) days from the date of receiving the Vendor’s notice requesting for such payment, until the date of full settlement of the outstanding payments.

5. Conditions Precedent

- 5.1. Completion of the Proposed Acquisition is subject to the following conditions precedent (“**Conditions Precedent**”) being fulfilled within nine (9) months from the date of the SPA with an automatic extension of a further six (6) months or such other extended period as may be mutually agreed upon by the Purchaser and the Vendor (“**Condition Period**”, and the date on which the Conditions Precedent are fulfilled shall be referred to as the “**Unconditional Date**”):
- (a) the Purchaser having obtained the approval of its shareholders and ISEC Healthcare Ltd., the holding company of the Purchaser, having obtained the approval of its shareholders for the Proposed Acquisition in accordance with the terms and conditions of the SPA and further authorizing the execution of the SPA and all other relevant related documents (“**Shareholders’ Approval**”);
 - (b) the Purchaser being a foreign company within the definition of the National Land Code (Revised 2020) Act 828 (“**NLC**”) shall at its own cost and expense apply for and obtain the written consent of the relevant state authority consenting to the acquisition of the Parcels pursuant to Section 433B of the NLC (“**State Authority Consent**”);
 - (c) in the event that the Purchaser obtains a loan, the Purchaser shall procure from its financier to issue an irrevocable undertaking addressed directly to the Vendor to release the loan sum to the Vendor in accordance with the Payment Schedule the context of which shall be in the form and substance as annexed in Appendix A of the SPA (“**Financier’s Letter of Undertaking**”);
 - (d) the Vendor having applied and obtained within 1 month from the date of the SPA at the Vendor’s own cost and expense the DO Approval; and
 - (e) the Vendor having applied and obtained at the Vendor’s own cost and expense the BP Approval.
- 5.2. The Purchaser shall not later than fourteen (14) business days from the date of the SPA, at its own cost and expense submit the necessary application to the relevant state authority for the State Authority Consent.

The failure of the Purchaser to obtain all other necessary licences, permits and approvals from all appropriate authorities for the Purchaser to use the Parcels to operate for the Intended Purpose shall not be a ground for the Purchaser to rescind or terminate the SPA unless any of the Conditions Precedent has not been waived or fulfilled.

5.3. The Purchaser and Vendor have agreed that in the event any of the Conditions Precedent is not fulfilled or waived within the Condition Period then either party shall be entitled to rescind the SPA by a notice in writing and upon such rescission the Vendor shall within fourteen (14) days from the date of its notice:

- (a) in the event that the Purchaser obtains a loan, refund the Deposit to the Purchaser with interest accrued thereon, subject to the Purchaser providing supporting documents for the financier's refusal to issue the Financier's Letter of Undertaking, if the Purchaser fails to procure the Financier's Letter of Undertaking as confirmed by the Purchaser after all avenue of appeal has been subsequently exhausted and not due to the act, omission and/or negligence of the Purchaser; or
- (b) refund the Deposit to the Purchaser with interest accrued thereon if the State Authority Consent is not obtained after all avenue of appeal has been subsequently exhausted and not due to the act, omission and/or negligence of the Purchaser; or
- (c) refund the Deposit to the Purchaser with interest accrued thereon if the DO Approval and/or BP Approval obtained are not acceptable to the Vendor, the Purchaser and/or the Other Purchasers as confirmed by the Vendor; or
- (d) refund the Deposit to the Purchaser with interest accrued thereon if the DO Approval is not obtained within 1 month from the date of the SPA after all avenues of appeal have been subsequently exhausted; or
- (e) refund the Deposit to the Purchaser with interest accrued thereon if the BP Approval is not obtained after all avenues of appeal have been subsequently exhausted; or
- (f) refund the Deposit to the Purchaser with interest accrued thereon if the Shareholders' Approval is not obtained, as confirmed by the Purchaser's Solicitors after all avenues of appeal have been subsequently exhausted and not due to the act, omission and/or negligence of the Purchaser and/or ISEC Healthcare Ltd., the holding company of the Purchaser.

and thereafter the SPA shall be null and void and neither Party shall have any claim against the other under or in respect of the SPA or otherwise howsoever and the Vendor shall be entitled to deal with or dispose of the Parcels in such manner as the Vendor shall deem fit without any reference to the Purchaser.

6. Completion

- 6.1. Completion of the Proposed Acquisition shall take place on the last day of the period of thirty-six (36) months from the Unconditional Date ("**Contractual Completion Date**"), subject to extension pursuant to the provisions of the SPA.
- 6.2. Subject to payment of the Purchase Price by the Purchaser in accordance with the Payment Schedule, the Vendor shall deliver vacant possession of the Parcels, with the certificate of completion and compliance duly issued, to the Purchaser no later than the Contractual Completion Date, and the Purchaser shall be deemed to have taken vacant possession of the Parcel upon the expiry of fourteen (14) days from the date of notice from the Vendor requesting the Purchaser to take delivery of vacant possession of the Parcels, whether or not the Purchaser has actually taken possession or entered into occupation of the Parcels ("**Possession Date**").

7. Other Key Salient terms of the SPA

- 7.1. Under the terms of the SPA, the Vendor has agreed to pay the Purchaser liquidated damages whereby subject as provided below, in the event the Vendor shall fail to complete and deliver vacant possession of the Parcels to the Purchaser with all the certificate of completion and compliance duly issued on or before the Contractual Completion Date, the Vendor shall pay the

Purchaser liquidated damages to be calculated from day to day at the Agreed Interest Rate on the Purchase Price and such sums shall be calculated from the Contractual Completion Date until the date vacant possession of the Parcels are delivered with the certificate of completion and compliance duly issued to the Purchaser.

Provided that:

- (a) If variations are made upon the request of the Purchaser or upon the request or directive of MOH to the Parcels which results in a prolonged construction and completion period as determined by the Vendor's consultant for the Building and/or the Parcels, the Contractual Completion Date shall be extended by such number of days required for completion for the Building and/or the Parcels without being liable to compensate the Purchaser for such extension of the Contractual Completion Date; and
 - (b) If variations are made upon the request of Other Purchasers and/or upon the request of Dewan Bandaraya Kuala Lumpur which resulted in a prolonged construction and completion period as determined by the Vendor's consultant for the Building and/or the Parcels, the Purchaser and the Vendor hereby agree that the Vendor shall pay the Purchaser liquidated damages at the Agreed Interest Rate on the Purchase Price calculated on a daily basis from the expiry of the Contractual Completion Date until the date the vacant possession of the Parcels are delivered to the Purchaser; and
 - (c) The Vendor shall not be liable to pay any liquidated damages referred to above to the Purchaser if the Vendor is unable to complete and deliver vacant possession of the Parcels on or before the Contractual Completion Date due to any delay caused by the variation to the Building Plans and/or Parcels' Specifications requested by the Purchaser and in that event, the Contractual Completion Date shall be extended accordingly corresponding to the period of delay caused by the Purchaser and no liquidated damages are payable by the Vendor for the said period of delay.
- 7.2. There is a defects liability period of twelve (12) months from the Possession Date provided for under the terms of the SPA during which period the Vendor shall be liable to repair or make good, at its own cost and expense, any defects, shrinkage or other faults in the Parcels and in the event the Vendor fails to do so, the Purchaser shall be entitled to carry out the works to rectify such defects, shrinkage or other faults in the Parcels and recover the cost from the Vendor and the Purchaser is authorized to deduct such costs from the remaining 2.5% of the Purchase Price payable to the Vendor on the expiry of twelve (12) months after the Possession Date.
- 7.3. Under the terms of the SPA, the Purchaser has agreed that the sale and purchase of the Parcels is subject to an existing lease of a water feature to a third party and the Purchaser has agreed and undertaken, *inter alia*, to continue to grant access and permit such third party to continue to maintain the water feature and landscape after the completion of the sale and purchase of the Parcels and to vote favourably for the joint managing body or management corporation to sign a lease to extend such lease upon its expiry, and the Purchaser has further agreed to ensure that the Purchaser's subsequent tenants, purchasers, licensees, occupiers and any other party, shall agree and give the same said undertaking.

Under the terms of the SPA, the Vendor shall at its own costs and expense apply and obtain the approval for the extension of the leasehold of the Land for a term of not less than 99 years from the date of the approval in which the validity period of the leasehold of the Land shall not be lesser than 99 years from the date of approval and the Vendor shall forward a copy of the title to the said Land to the Purchaser upon receipt of the same from the appropriate authorities.

8. Rationale of the Proposed Acquisition

- 8.1. The Purchaser is entering into the Proposed Acquisition to acquire premises for use and occupation in connection with its healthcare business in Kuala Lumpur, Malaysia.
- 8.2. The Group is currently leasing premises at Levels 7, 8 and Suite 9.02 Centrepoint South, The Boulevard, Mid Valley City with a floor area of approximately 26,763 sqft for the operation of its healthcare business in Kuala Lumpur, Malaysia, and is looking to secure larger premises to locate

its clinic for the provision of healthcare services, as part of its plans to expand its operations in Malaysia.

- 8.3. The Group would be able to get additional floor space of approximately 42,682 sqft through the acquisition of the Parcels as compared to its existing leased premises, and since the Building will be a purpose-built medical centre and the Parcels will be designed and constructed according to the Purchaser's specifications, the Board is of the view that the Proposed Acquisition provides advantages to the Group's operations and business, on a longer term basis, as compared to renting premises, which it is currently doing, and accordingly the Proposed Acquisition is in the interest of the Company and the Group.

9. Source of Funds

- 9.1. The Purchase Price will be wholly satisfied in cash and will be funded through a combination of internal resources and bank financing.
- 9.2. Save as aforesaid, the Proposed Acquisition is not expected to have any material impact on the earnings per share and net tangible assets per share of the Group for the current financial year ending 31 December 2023.

10. Financial Effects of the Proposed Acquisition

- 10.1. The pro forma financial effects of the Proposed Acquisition presented below are strictly for illustrative purposes only, and do not reflect the actual financial position and/or results of the Group's operations following the completion of the Proposed Acquisition and are not indicative of the future financial position and performance of the Group.

- 10.2. The pro forma financial effects have been prepared based the audited financial statements for the financial year ended 31 December 2022, subject to the following bases and assumptions:

- (a) the financial effect on the consolidated NTA (as defined below) per share of the Company is computed based on the assumption that the Proposed Acquisition was completed on 31 December 2022;
- (b) the financial effect on the EPS (as defined below) of the Company is computed based on the assumption that the Proposed Acquisition was completed on 1 January 2022;
- (c) the Purchase Price will be funded initially through the obtaining of a loan for RM50,000,000 at an interest servicing cost of 4% per annum ("**Initial Bank Loan**"), with the balance RM35,778,980 of the Purchase Price to be funded from internal resources. For avoidance of doubt, under the terms of the SPA, the Purchaser is obliged to pay only 10% of the Purchase Price by way of Deposit upon execution of the SPA and the remaining 90% of the Purchase Price is payable by instalments based, *inter alia*, on the Payment Schedule and accordingly the Group may at any time or from time to time vary the proportion of the bank financing and/or internal resources to be used for purposes of funding the payment of the Purchase Price (or the relevant part thereof) which is then due and owing, depending, *inter alia*, on the availability of the internal resources of the Company at the material time; and
- (d) an exchange rate (middle rate) of S\$1: RM3.50 as published on Bank Negara Malaysia's website as at 5 p.m. on 28 December 2023, (being the last market day preceding this announcement).

- 10.3. The illustrative financial effects of the Proposed Acquisition are as follows:

- (a) Net Tangible Assets ("**NTA**")

	Before the Proposed Acquisition	After the Proposed Acquisition

NTA (S\$'000)	24,583	24,583 ⁽²⁾
Number of Shares ⁽¹⁾	572,230,206	572,230,206
NTA per Share (in cents)	4.30	4.30

Notes:

(1) Total number of issued shares (excluding treasury shares) as at 31 December 2022.

(2) NTA remains unchanged as the addition of Property shall be satisfied in cash via a combination of the Company's internal resources and Bank Financing.

(b) Earnings per Share (“EPS”)

	Before the Proposed Acquisition	After the Proposed Acquisition
Net profit attributable to shareholders of the Company (S\$'000)	12,520	12,449 ⁽¹⁾⁽²⁾
Weighted average numbers of shares	563,537,700	563,537,700
Earnings per share (in cents)	2.22	2.21

Notes:

(1) Depreciation charge on the Property, interest expense for the Bank Financing in relation to the Property, and the respective related expenses for purpose of the Property or Bank Financing are not included.

(2) The Proposed Acquisition does not include the renovation costs as the renovation would only be conducted in the year of completion and it is too preliminary for the management to estimate the renovation costs at this juncture.

(c) Gearing

	Before the Proposed Acquisition	After the Proposed Acquisition
Total borrowings (S\$'000)	2,593	16,879 ⁽¹⁾
Total equity (S\$'000)	79,872	79,801
Gearing ratio (times)	0.03	0.21

Note:

(1) Based on an exchange rate (middle rate) of S\$1: RM3.50 as published on Bank Negara Malaysia's website as at 5 p.m. on 28 December 2023, (being the last market day preceding this announcement).

“Gearing” refers to the ratio of total borrowings to total equity.

“Total borrowings” refers to the aggregate amount of credit facilities secured from banks and financial institution, including hire purchase and finance leases, and “Total equity” refers to the aggregate amount of issued and paid-up share capital, assets revaluation and reserve and retained earnings of the Group.

The Group's gearing ratio is based on the assumption that RM50,000,000 out of RM85,778,980 of the Purchase Consideration is financed by the Initial Bank Loan.

11. Relative Figures computed based on Rule 1006 of the Catalist Rules

11.1. As at 28 December 2023, being the last trading day immediately prior to the entry into the SPA, the relative figures in relation to the Proposed Acquisition computed on the applicable bases set

out in Rule 1006 of the SGX-ST Listing Manual Section B: Rules of Catalyst (the "**Catalist Rules**"), based on the Group's unaudited consolidated financial statements for the nine-month period ended 30 September 2023, being the latest announced financial statements of the Group are as follows:-

Bases	Relative Figures
Rule 1006(a) – Net asset value of the assets to be disposed of, compared with the Group's net asset value. This basis is not applicable to an acquisition of assets.	Not Applicable ⁽¹⁾
Rule 1006(b) – net profits attributable to the assets acquired or disposed of, compared with the Group's net profits.	Not Applicable ⁽²⁾
Rule 1006(c) – aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares.	10.4% ⁽³⁾
Rule 1006(d) – number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.	Not Applicable ⁽⁴⁾
Rule 1006(e) – Aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves	Not Applicable ⁽⁵⁾

Notes:

- (1) *The Proposed Acquisition does not involve the disposal of assets.*
- (2) *There is no net profit attributable to the Parcels to be acquired under the Proposed Acquisition.*
- (3) *Computed based on the Purchase Price (including total interest payable, stamp duty fees and registration fees, and not including the professional fees and other incidental costs related to the Proposed Acquisition) divided by the Company's market capitalisation of approximately S\$266,087,046, which is determined by multiplying the total number of issued shares of 572,230,206 (excluding treasury shares) as at the date of the announcement by S\$0.465 being the weighted average price of such shares transacted on 28 December 2023, the market day preceding the date of the SPA.*
- (4) *Not applicable as no equity securities are proposed to be issued by the Company as consideration for the Proposed Acquisition.*
- (5) *Not applicable as this transaction does not relate to a disposal of mineral, oil or gas assets by a mineral, oil and gas company.*

11.2. As none of the relative figures under Rule 1006 of the Catalist Rules exceeds 75% based on the foregoing table as at the last trading day immediately prior to the date of entry into the SPA, and the Proposed Acquisition does not constitute a "major transaction" under Chapter 10 of the Catalist Rules. Nevertheless, the Company is seeking Shareholders' approval for the Proposed Acquisition due to the change in the risk profile of the Company and Group, *inter alia*, arising from the significant increase in the gearing ratio of the Group as a result of the Proposed Acquisition.

11.3. As mentioned in paragraph 10.3(c) above, the gearing ratio of the Group will increase from 0.03 times before the Proposed Acquisition to 0.21 times after the Proposed Acquisition, based on the Group's current intention of financing RM50,000,000 out of RM85,778,980 of the Purchase

Consideration by the Initial Bank Loan, and such increased gearing may potentially change the risk profile of the Company and Group, including the risk of the increased interest servicing cost which may adversely impacting profitability of the Group and the risk of loan default in the event if the Group does not have sufficient cashflow to pay or repay the interest and/or principal on the amounts borrowed.

12. Circular to Shareholders

12.1. A Circular to Shareholders containing, *inter alia*, further information on the SPA and Proposed Acquisition and enclosing the notice of the EGM will be released to Shareholders in due course.

13. Interest of Directors and substantial Shareholders

13.1. Save for their respective shareholdings in the Company, none of the Directors and substantial shareholders have any interest, direct or indirect, in the Proposed Acquisition.

14. Service Contracts

14.1. No person is proposed to be appointed as a director of the Company in connection with the Proposed Acquisition. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

15. Documents for Inspection

15.1. The following documents are available for inspection during normal business hours at the registered office of the Company at 51 Goldhill Plaza, #10-07 / 08, Singapore 308900 for a period commencing from the date of this announcement up to the date falling three (3) months from the date of the EGM:

- (a) the SPA; and
- (b) the Valuation Letter.

16. Cautionary Statement

16.1. Shareholders and potential investors are advised to exercise caution when dealing in the Shares. The Proposed Acquisition is subject to the fulfilment of conditions precedent under the SPA. There is no certainty or assurance that the Proposed Acquisition will be completed or that no changes will be made to the terms thereof. 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 or other professional advisers if they have any doubt about the actions they should take.

BY ORDER OF THE BOARD

Dr. Lee Hung Ming
Executive Vice Chairman
29 December 2023

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 Ms Ng Shi Qing, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.

Annex A

PAYMENT SCHEDULE

ITEM	INSTALLMENT PAYABLE	%	AMOUNT (RM)
1	Upon signing of Agreement On completion of the following works:-	10 %	8,577,898.00
2	Piling and pilecap	10%	8,577,898.00
3	Structural framework of basement up to ground floor	10%	8,577,898.00
4	Reinforced concrete framework and floor slab of the Parcels	15%	12,866,847.00
5	Walls of the Parcels with doors	15%	12,866,847.00
6	Electrical wiring, plumbing (without fittings) and internal telephone trunking and cabling to the Parcels	10%	8,577,898.00
7	Drains serving the said Building	5%	4,288,949.00
8	Sewerage serving the said Building	5%	4,288,949.00
9	Roads serving the said Building	5%	4,288,949.00
10	On issuance of the Certificate of Completion and Compliance of the Parcels	7.5%	6,433,423.50
11	On the date Purchaser takes possession of the Parcels under clause 17 of the SPA	5%	4,288,949.00
12	On the expiry of 12 months after the date Purchaser takes vacant possession of Parcels under clause 17 of the SPA	2.5%	2,144,474.50
	Total	100%	85,778,980.00