

**LIANSON FLEET GROUP BERHAD
(FORMERLY KNOWN AS ICON OFFSHORE BERHAD)("LFG" OR "THE COMPANY")**

**JOINT VENTURE AGREEMENT BETWEEN LFG, PRECIOUS SHIPPING (SINGAPORE)
PTE LIMITED ("PSSP") AND EMSTRAITS NAVIGATION SDN BHD ("ENSB")**

1. INTRODUCTION

The Board of Directors of LFG ("**Board**") wishes to announce that LFG had on 21 March 2025 entered into a Joint Venture Agreement ("**JVA**") with PSSP and ENSB to establish a joint venture company, ("**JV Company**") primarily engaging in ship owning, ship operations, all types of leasing and maritime services ("**Proposed Joint Venture**").

(LFG, PSSP and ENSB shall each be referred to as a "**Party**" and collectively referred to as the "**Parties**".)

2. INFORMATION ON THE PARTIES

2.1. PSSP

PSSP (UEN No.: 199504564Z) was incorporated on 29 June 1995 in Singapore under Singapore's Companies Act 1967 as a private limited company, with its registered office at 20 McCallum Street, #19-01 Tokio Marine Centre, Singapore 069046. PSSP is a wholly owned subsidiary of Precious Shipping Public Company Limited, a public limited company listed on the Stock Exchange of Thailand. PSSP is principally engaged in investment holding.

2.2. ENSB

ENSB (Registration No: 202401040392 (1586239-M)) was incorporated on 26 September 2024 in Malaysia under the Malaysia's Companies Act 2016 as a private company limited by shares, with its registered office at 17-13, Stellar Suites, Jalan Puteri 4/7, Bandar Puteri, 47100 Puchong, Selangor, Malaysia. ENSB is principally engaged in investment holding, leasing and owning of marine assets.

3. DETAILS OF THE PROPOSED JOINT VENTURE

The JV Company will be primarily engaged in ship owning, ship operations, all types of leasing and maritime services, subject to variations as agreed by all Parties in accordance with the provisions of the JVA. The JV Company will be incorporated in Malaysia under the name "Nusantara Maritime Sdn Bhd" or such other name as mutually agreed between the Parties.

The initial issued and paid-up capital of the JV Company shall be RM50,000 and to be paid up by the Parties on the Completion Date of the JVA in accordance with their equity shareholding proportions as set out below:

Shareholder	Number of shares	Share capital (RM)	Shareholding %
LFG	22,500	22,500	45%
PSSP	22,500	22,500	45%
ENSB	5,000	5,000	10%
Total	50,000	50,000	100%

Other salient terms of the JVA are outlined below:

Completion Date	Completion Date means two (2) months from the date of the JVA or such other date agreed in writing by the Parties
Board Composition	<p>For as long as the Shareholders hold the Shares in the respective proportion as set out in the JVA and unless otherwise determined by the shareholders, the number of directors shall be 5 and shall be appointed in the manner specified and shall be in the following proportions:</p> <p>(a) PSSP : 2 directors (b) ENSB : 1 director (c) LFG : 2 directors</p>
Term and termination	<p>The JVA shall be deemed to have come into force and effect as at the date of the JVA and shall continue in force and effect until terminated upon occurrence of any of the following events:-</p> <p>(a) At any time by written consent of the Parties to the JVA;</p> <p>(b) If any Party of the JVA breaches any of the material conditions and stipulations contained in the JVA, any other Party may serve on the defaulting Party a written notice specifying the breach and requiring the defaulting Party within thirty (30) days to make good the same, and if the defaulting Party shall not within the said period of thirty (30) days comply with the notice, the Party serving such notice shall be entitled to serve on the defaulting Party sixty (60) days' written notice of its intention to terminate the JVA and upon the expiry of the aforesaid period of sixty (60) days, if the breach has not been made good by the defaulting Party, the JVA shall be terminated. The Party terminating the JVA and the remaining Parties hereto shall mutually agree either:-</p> <p>(i) at the sole and absolute discretion of the non-defaulting Party(ies), to purchase all of the shares of the JV Company owned by the defaulting Party at the book value of the shares to be determined by the auditor for the time being of the JV Company in such proportions as their respective holdings in the shares of the JV Company shall bear to their joint holdings inter se in the JV Company; or</p> <p>(ii) at the sole and absolute discretion of the non-defaulting Party(ies), to elect to dissolve the JV Company by voluntary liquidation as soon as practicable having regard to the due completion or other disposition of all existing contracts of the JV Company and each of the Parties of the JVA hereby respectively undertakes to utilise their voting rights and/or procure the utilisation of such voting rights to pass the necessary resolutions to affect such voluntary liquidation at meetings of the Board of Directors of the JV Company and at general meetings of the JV Company.</p>

	<p>(c) If any Party shall go into liquidation either compulsory or voluntary (other than for the purpose of amalgamation or reconstruction and in such manner that the JV Company or corporation resulting therefore will effectively agree to be bound by or assume the obligations of the JVA) or becomes insolvent, ceases to trade, makes any voluntary arrangement with its creditors or has a receiver appointed over its undertakings, property, assets or any part thereof then the other Party shall have the option to terminate the JVA.</p>
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4. SOURCE OF FUNDS

LFG will fund its investment in the JV Company through internally generated funds.

5. RATIONALE

The Proposed Joint Venture will enable LFG to strengthen its position in the Malaysian maritime and shipping industry by partnering with reputable and experienced industry players. Through this collaboration, LFG will expand its marine fleet into new asset classes while remain aligned with its core competencies in the marine sector. The JV Company is also expected to support the general business and growth of the maritime industry in Malaysia.

6. RISK FACTORS

The risks related to the Proposed Joint Venture are typical of any commercial contract, including breaches and non-performance of obligations under the JVA. The Company does not expect the risk factors to give rise to a material adverse effect on the business, operations and financial performance of the Company.

7. LIABILITIES TO BE ASSUMED

There are no liabilities, including contingent liabilities and guarantees, to be assumed by LFG arising from the entry into the JVA.

8. FINANCIAL EFFECTS

The Proposed Joint Venture is not expected to have any effect on the issued share capital and substantial shareholders' direct and/or indirect shareholdings of LFG as it does not entail any issuance of new shares in LFG.

The Proposed Joint Venture is also not expected to have any material effect on the earnings per share, net assets per share and gearing of LFG for the financial year ending 31 December 2025.

9. APPROVALS REQUIRED

The Proposed Joint Venture is not subject to the approval of shareholders of LFG or any other relevant regulatory authorities.

10. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Joint Venture is expected to be completed within the second quarter of 2025.

11. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED TO THEM

None of the directors and major shareholders of LFG and/or persons connected to them have any interest, whether directly or indirectly, in the Proposed Joint Venture.

12. DIRECTORS' STATEMENT

The Board, having considered all relevant aspects of the Proposed Joint Venture, is of the opinion that the Proposed Joint Venture is in the best interests of the Company.

13. DOCUMENT AVAILABLE FOR INSPECTION

The JVA is made available for inspection at the registered office of the Company at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur during normal business hours from Monday to Friday (except public holidays) for a period of three (3) months commencing from the date of this announcement.

This announcement is dated 21 March 2025.