

AL-AQAR HEALTHCARE REAL ESTATE INVESTMENT TRUST (“AL-AQAR REIT”)

PROPOSED DISPOSAL OF A PURPOSE-BUILT SIX-STOREY BUILDING WITH A BASEMENT LEVEL OPERATED AS “KPJ HEALTHCARE COLLEGE, PENANG” BY AMANAHRAYA TRUSTEES BERHAD, ACTING AS THE TRUSTEE OF AL-AQAR REIT (“TRUSTEE” OR THE “VENDOR”) FOR A TOTAL CASH CONSIDERATION OF RM12.00 MILLION (“PROPOSED DISPOSAL”)

1. INTRODUCTION

On behalf of the Board of Directors of JLG REIT Managers Sdn Bhd (formerly known as Damansara REIT Managers Sdn Berhad) (“**Board**”), being the management company of Al-Aqar REIT (“**Manager**”), UOB Kay Hian (M) Sdn Bhd (formerly known as UOB Kay Hian Securities (M) Sdn Bhd) (“**UOBKH**”) wishes to announce that the Trustee, for and on behalf of Al-Aqar REIT, had on 4 December 2025 entered into a conditional sale and purchase agreement (“**SPA**”) with Icon Square Sdn Bhd (“**ISSB**” or the “**Purchaser**”), for the disposal of a purpose-built six-storey building with a basement level currently operating as an educational institution known as “KPJ Healthcare College, Penang” together with all fixtures and fittings erected on Lot No. 55 & Lot No. 10093, held under GRN 41544 & GRN 179267 respectively, both situated within Section 5, Town of Bandar Bukit Mertajam, District of Seberang Perai Tengah, State of Pulau Pinang and collectively having a land area of approximately 11,727.87 square metres (“**sq m**”) bearing postal address No. 565, Jalan Sungai Rambai, Bukit Mertajam, 14000 Bukit Mertajam, Pulau Pinang (“**Subject Property**”) for a total cash consideration of RM12.00 million (“**Disposal Consideration**”).

The Subject Property is presently under lease in favour of KPJ Healthcare University Sdn Bhd (formerly known as KPJ Healthcare University College Sdn Bhd) (“**Current Lessee**”) pursuant to the lease agreement dated 1 August 2025 (“**Existing Lease Agreement**”) entered into between the Trustee as the lessor, the Manager and the Current Lessee for a lease period of 1 August 2025 until 31 July 2026, with an option to renew for another 1 year, pursuant to the terms and conditions of the Existing Lease Agreement.

In conjunction with the Proposed Disposal, the Vendor shall novate the Existing Lease Agreement in respect of the Subject Property to the Purchaser by way of a deed of novation to be executed between the Trustee, the Manager, the Purchaser and the Current Lessee (“**Novation Agreement**”).

Further details of the Proposed Disposal are set out in the ensuing sections of this announcement.

2. DETAILS OF THE PROPOSED DISPOSAL

2.1 Background information on the Proposed Disposal

The Proposed Disposal entails the disposal of the Subject Property by the Vendor to the Purchaser for the Disposal Consideration on an “as is where is” basis, free from all encumbrances and with all rights, title, interest and entitlements in, to or attached to the Subject Property on and after completion of the Disposal Consideration, subject to the terms and conditions of the SPA.

The salient terms of the SPA are set out in **Appendix I** of this announcement.

2.2 Information on the Subject Property

The Subject Property is located in Bukit Mertajam, Pulau Pinang, with a land size of approximately 11,727.87 sq m. The immediate surrounding comprises mainly single to three-storey terrace houses, single to three-storey semi-detached houses, double to three-storey detached houses, single to four-storey shophouses/shopoffices and stratified development.

Title No.	:	GRN No. 41544	GRN No. 179267
Lot No.	:	Lot 55 Seksyen 5	Lot 10093 Seksyen 5
Land area	:	2,530.87 sq m	9,197.00 sq m
Postal address	:	No. 565, Jalan Sungai Rambai, Bukit Mertajam, 14000 Bukit Mertajam, Pulau Pinang	
Tenure	:	Freehold interest	
Description of the buildings	:	A purpose-built six-storey building with a basement level currently operating as an educational institution known as "KPJ Healthcare College, Penang"	
Age of buildings	:	Approximately 40 years	
Gross floor area	:	42,989 square feet (approximately 3,993.81 sq m)	
Registered owner	:	Trustee	
Category of land use	:	Nil	
Express conditions	:	<p>The land comprised in this title:-</p> <p>(a) shall not be affected by any provision of the National Land Code or any other written beyond the boundaries of the land; and</p> <p>(b) shall not be affected by any provision of the National Land Code limiting the compensation payable on the creation of a Collector's right way to compensation for damage in respect of trees, crops or buildings.</p>	<p>The land comprised in this title:-</p> <p>(a) shall not be affected by any provision of the National Land Code limiting the compensation payable on the exercise by the State Authority of a right of access or use conferred by Chapter 3 of Part Three of the Code or on the creation of a Land Administrator's right of way; and</p> <p>(b) subject to the implied condition that land is liable to be re-entered if it is abandoned for more than three years shall revert to the State only if the proprietor for the time being dies without heirs;</p> <p>and the title shall confer the absolute right to all forest produce and to all oil, mineral and other natural deposits on or below the surface of the land (including the right to work or extract any such produce or deposit and remove it beyond the boundaries of the land).</p>
Restrictions-in-interest	:	Nil	
Encumbrances	:	Nil	
Caveat	:	Nil	

Other Endorsements	:	Nil
Existing use/ Occupation	:	The Subject Property is currently leased to KPJ Healthcare University Sdn Bhd. The existing lease is for a tenure of 1 year commencing from 1 August 2025 and expiring on 31 July 2026, with an option to renew or extend for a further term of 1 year, pursuant to the terms and conditions of the Existing Lease Agreement.
Audited as at 31 December 2024	:	RM14,000,000
Independent valuer	:	Rahim & Co International Sdn Bhd (" Independent Valuer ")
Date of inspection	:	20 November 2025
Method of valuation	:	Income approach (primary) and cost approach (secondary)
Market value appraised by the Independent Valuer as at the date of inspection	:	RM13,000,000 (based on income approach)

2.3 Information on the Purchaser

Icon Square Sdn Bhd (Registration No.: 202201016866 (1462563-V)), a company incorporated in Malaysia and having its registered address at No. 49, 1st Floor, Lorong Tangling Indah, Taman Tangling Indah, 14100 Simpang Ampat, Pulau Pinang and business address at 37, Jalan Perniagaan Vorteks 5, Pusat Perniagaan Vorteks, 14100 Simpang Ampat, Pulau Pinang.

Further information on ISSB is set out in **Appendix II** of this announcement.

2.4 Basis and justification in arriving at the Disposal Consideration

The Disposal Consideration was arrived at a "willing-buyer willing-seller" basis, after taking into consideration the following:-

- (i) the market value of the Subject Property of RM13,000,000.00 as appraised by the Independent Valuer in its valuation report dated 20 November 2025 using the income approach by investment method as the primary valuation methodology and the cost approach by comparison method as a check; and
- (ii) the rationale and justification for the Proposed Disposal being the need to recycle capital towards the highest and best use for the benefit of the unitholders, as set out in **Section 3** of this announcement.

2.5 Mode of settlement of the Disposal Consideration

Pursuant to the terms of the SPA, the Disposal Consideration is to be satisfied entirely in cash in the following manner:-

Payment term	Timing of settlement	Disposal Consideration (RM)
2.00% of the Disposal Consideration	Prior to the execution of the SPA, the Purchaser paid an earnest deposit to the property agent, acting as stakeholder for the benefit of the Vendor (" Earnest Deposit "). The Earnest Deposit released by the property agent to the Vendor's solicitors as stakeholder on 4 December 2025.	240,000.00
8.00% of the Disposal Consideration	Upon execution of the SPA as balance deposit.	960,000.00
90.00% of the Disposal Consideration	Within 3 months from the date the SPA becomes unconditional (" Completion Period "), or an extension of 1 month from the day immediately after the last day of the Completion Period, or such other date as the parties may agree in writing. The date on which 90.00% of the Disposal Consideration is fully paid by the Purchaser within the Completion Period shall be the completion date of the SPA (" Completion Date ").	10,800,000.00
Total		12,000,000.00

2.6 Date and original cost of investment

The original cost of investment by the Trustee in the Subject Property (including the cost of upkeep) is approximately RM14.17 million and the date of investment is between 2009 and 2024.

2.7 Liabilities to remain with Al-Aqar REIT

Save for the obligations and liabilities stated in and arising from the SPA, there are no other liabilities, including contingent liabilities, which will remain with Al-Aqar REIT pursuant to the Proposed Disposal.

In addition, there is no guarantee given by Al-Aqar REIT to the Purchaser in relation to the Proposed Disposal.

3. RATIONALE AND JUSTIFICATION FOR THE PROPOSED DISPOSAL

The Proposed Disposal is a part of Al-Aqar REIT's capital recycling efforts by divesting its non-core or underperforming assets for capital re-allocation toward higher-yielding investments. Since the Subject Property contributes only RM0.97 million net property income in the financial year ended 31 December ("**FYE**") 2024 (FYE 2023: RM0.96 million), the Proposed Disposal will have minimal impact to Al-Aqar REIT's financial performance and income distribution. The Proposed Disposal will provide Al-Aqar REIT with gross cash proceeds of RM12.00 million and is intended to be redeployed for yield accretive investment(s) and/or asset enhancement initiatives ("**AEI**") that are strategically aligned with Al-Aqar REIT's 5-Year Plan (2024-2028).

In the event no new investment is secured within the next 12 months, the Manager will utilise the proceeds to repay bank borrowings and reduce the gearing of Al-Aqar REIT.

4. UTILISATION OF PROCEEDS

The net proceeds of the Proposed Disposal, after deducting all fees and expenses relating to the Proposed Disposal, will be utilised for capital recycling for yield-accretive acquisitions and/or to repay existing financing purposes.

The net proceeds are expected to be utilised within 12 months from the date of completion of the Proposed Disposal.

5. RISK FACTORS

The risk factors relating to the Proposed Disposal, which may not be exhaustive, are set out below:-

5.1 Non-completion risk

The SPA for the Proposed Disposal of the Subject Property is conditional upon the fulfilment of the conditions precedent as set out in **Appendix I** of this announcement ("**Conditions Precedent**"). The completion will take place upon the Purchaser's full payment of the Disposal Consideration ("**Completion Obligations**"). There is no assurance that all such Conditions Precedent and Completion Obligations will be satisfied within the stipulated timeframe or otherwise fulfilled. In the event that the Vendor fails to complete the Conditions Precedent and the Purchaser fails to make full payment of the Disposal Consideration during the Completion Period, the Proposed Disposal will not be completed and Al-Aqar REIT will not be able to enjoy the potential benefits arising from the Proposed Disposal as well as be able to utilise the Disposal Consideration in the manner set out in **Section 4** of this announcement.

Notwithstanding the above, the Trustee will take all reasonable steps to ensure the actions to be undertaken by the Trustee, the Manager and Al-Aqar REIT are fulfilled in accordance with the provisions of the SPA to ensure the completion of the Proposed Disposal.

5.2 Loss of potentially higher capital value of the Subject Property

The Disposal Consideration represents a discount of 7.69% of the market value of the Subject Property as appraised by the Independent Valuer on 20 November 2025. The Proposed Disposal at this juncture could result in Al-Aqar REIT not realising a potentially higher value if the Subject Property is to be disposed of at a later date. Notwithstanding the foregoing, the Manager opines that given the current volatile and uncertain economic environment, the Proposed Disposal will enhance the balance sheet strength of Al-Aqar REIT and provide greater financial flexibility to explore new investment opportunities with higher yield and/or growth potential.

6. EFFECTS OF THE PROPOSED DISPOSAL

6.1 Unit Capital and Substantial Unitholders' Unitholdings

The Proposed Disposal will not have any effect on Al-Aqar REIT's unit capital and substantial unitholders' unitholding as no new units of Al-Aqar REIT ("**Unit(s)**") will be issued in connection with the Proposed Disposal.

6.2 Net assets value (“NAV”) and gearing

For illustration purposes, based on the latest audited consolidated financial statements of Al-Aqar REIT as at 31 December 2024 and on the assumption that the Proposed Disposal had been completed on that date, the pro forma effects of the Proposed Disposal on the NAV per Unit and gearing of Al-Aqar REIT are as follows:-

	Audited as at 31 December 2024 (RM'000)	Pro forma I After the Proposed Disposal (RM'000)
Unitholder's capital	854,758	854,758
Undistributed income	214,918	⁽¹⁾ 212,571
Foreign currency translation reserve	(16,133)	(16,133)
Total unitholder's funds/NAV	1,053,543	1,051,196
No. of Units in circulation ('000)	839,598	839,598
NAV per Unit (RM)	1.25	1.25
Total borrowings (RM'000)	759,142	759,142
Total asset value (RM'000)	1,835,937	1,835,937
Gearing (times)⁽²⁾	0.41	0.41

Notes:-

(1) After accounting for the pro forma loss and estimated expenses of approximately RM2.35 million expected to be incurred from the Proposed Disposal.

(2) Computed based on total borrowings over total asset value.

6.3 Earnings and earnings per Unit (“EPU”) and expected loss arising from the Proposed Disposal

The Proposed Disposal is expected to result in a net loss on disposal of approximately RM2.35 million, after taking into consideration, amongst others, the market value of the Subject Property as appraised by the Independent Valuer on 20 November 2025, the audited value of the Subject Property as at 31 December 2024 and the estimated expenses to be incurred for the Proposed Disposal.

Notwithstanding thereof, as the net rental income from the Subject Property is approximately RM0.97 million per annum, the Proposed Disposal will have minimal impact on the financial performance, EPU and distribution potential of Al-Aqar REIT.

7. HIGHEST PERCENTAGE RATIO APPLICABLE

The highest percentage ratio applicable to the Proposed Disposal pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 0.65% calculated based on the latest audited consolidated financial statements of Al-Aqar REIT for the FYE 2024.

8. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed Disposal is not subject to the approvals of the unitholders of Al-Aqar REIT or any relevant government authorities.

The Proposed Disposal is not conditional upon any other corporate exercises undertaken or to be undertaken by Al-Aqar REIT.

9. INTEREST OF DIRECTORS, MAJOR UNITHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the directors, major unitholders of Al-Aqar REIT and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Disposal.

10. DIRECTORS' STATEMENT

The Board, after having considered all aspects of the Proposed Disposal, including but not limited to the terms of the SPA, basis and justification for the Disposal Consideration, rationale and justification of the Proposed Disposal as well as the risk factors, is of the view that the Proposed Disposal is in the best interest of Al-Aqar REIT.

11. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Board expects the Proposed Disposal to be completed by the 1st half of 2026.

12. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the SPA, the valuation report together with the valuation certificate will be made available for inspection at the registered office of the Manager at Suite 1, Level 17, Menara KOMTAR, Johor Bahru City Centre, 80888 Ibrahim International Business District (IIBD), Johor Bahru during the normal business hours from Monday to Friday (except public holidays) for a period of 3 months commencing from the date of this announcement.

This announcement is dated 4 December 2025.

SALIENT TERMS OF THE SPA

The salient terms of the SPA are as follows:-

Details	Salient Terms
Disposal Consideration	<p>The Vendor and the Purchaser agree on the Disposal Consideration for the Subject Property to be RM12,000,000.00.</p> <p>The deposit and balance purchase consideration are as follows:-</p> <p>(i) Deposit – the deposit, which amounts to 10.00% of the Disposal Consideration (“Deposit”) includes the following:-</p> <p>(a) a total of RM240,000.00 being the Earnest Deposit; and</p> <p>(b) a total of RM960,000.00 being the balance deposit (“Balance Deposit”).</p> <p>The Earnest Deposit has been paid by the Purchaser to the property agent as a stakeholder for the benefit of the Vendor (“Property Agent”) prior to the execution of the SPA and will be released to the Vendor’s solicitors as stakeholder upon the execution of the SPA, whereas the Balance Deposit shall be satisfied in cash by the Purchaser upon the execution of the SPA to the Vendor’s solicitors as stakeholder.</p> <p>(ii) Balance disposal consideration – the balance disposal consideration which is 90.00% of the Disposal Consideration amounting to RM10,800,000.00 (“Balance Disposal Consideration”) shall be satisfied by the Purchaser to the Vendor’s solicitors as stakeholder within a period of 3 months upon the date the Conditions Precedent (as defined below) have been satisfied and/or waived by the parties (“Unconditional Date”).</p>
Conditions Precedent and Completion Date	<p>The Proposed Disposal is conditional upon the fulfilment of the following Conditions Precedents:-</p> <p>(i) the approval/consent from the existing financiers, creditor or lenders of Al-Aqar REIT, which such financing agreements and/or arrangement have been entered into by the Trustee, for the Proposed Disposal; and</p> <p>(ii) the issuance of the replacement of issue document of title to the Subject Property (“Issue Document of Title”) by the relevant land registry. With respect to this, the Vendor shall cause and procure Al-Aqar REIT’s existing financier’s solicitors to take all the necessary steps to apply for and obtain a replacement of Issue Document of Title from the relevant land registry.</p> <p>The time period for fulfilment of all Conditions Precedent is 3 months from the date of the SPA with an automatic extension for a further 3 months if the Conditions Precedent have not been fulfilled within such initial 3 months period.</p> <p>The completion date is within 3 months from the Unconditional Date (“Completion Date”).</p> <p>In the event the SPA is not completed by the Completion Date, the SPA would automatically be extended for an additional 1 month from the Completion Date subject to the Purchaser paying late payment compensation at the rate of eight per centum per annum (8% p.a.) on the Balance Purchase Price or any part outstanding thereof (“Extended Completion Period”).</p>

SALIENT TERMS OF THE SPA (CONT'D)

Details	Salient Terms
Existing Lease Agreement	<p>The Vendor shall notify the Current Lessee of the sale of the Subject Property upon execution of the SPA.</p> <p>Notwithstanding anything contained to the contrary herein, the obligations of the Purchaser to pay the Disposal Consideration under the SPA is not conditional upon the continuation of the tenancy or lease of the Subject Property with the Current Lessee under the Existing Lease Agreement.</p> <p>The Vendor confirms that the Current Lessee had waived its first right of refusal to purchase the Subject Property in accordance with the terms and conditions the Existing Lease Agreement.</p>
Novation Agreement of the Existing Lease Agreement	<p>Simultaneously with the execution of the SPA, the parties will execute the Novation Agreement of Existing Lease Agreement favouring the Purchaser (which will be dated and take effect on the Completion Date), and the same shall be deposited with the Vendor's solicitors.</p> <p>On Completion Date, the Vendor's solicitors shall deliver or cause the delivery of the Novation Agreement of Existing Lease Agreement duly executed by the parties and the Current Lessee to the Purchaser's solicitors.</p> <p>The receipt of the Purchaser's solicitors of the original Novation Agreement of Existing Lease Agreement duly executed by the parties and the Current Lessee to the Purchaser's solicitors shall be deemed sufficient discharge of the Vendor's obligations and the Vendor shall thereafter not have any further obligations to the Purchaser in respect of the novation of the Existing Lease Agreement save for obligations and covenants set out in the respective Novation Agreement of Existing Lease Agreement and the security deposit less any authorised deductions under the Existing Lease Agreement (which shall be paid by the Vendor to the Purchaser within 30 business days from the Completion Date or the Extended Completion Date, as the case may be).</p> <p>The Purchaser's solicitors are authorised within 14 business days from its receipt of the Novation Agreement of Existing Lease Agreement duly executed by the Vendor and the Current Lessee and subject to the Purchaser having received the security deposit, procure the Novation Agreement of Existing Lease Agreement to be stamped at the Purchaser's sole costs and expenses.</p> <p>Notwithstanding anything herein stated and subject always to the Vendor's right to forthwith terminate the Existing Lease Agreement on Completion Date or Extended Completion Date as the case may be, the Current Lessee and the Purchaser shall have the right to enter into a new lease agreement.</p> <p>For the avoidance of doubt, upon the Completion, in the event that the remaining lease period is less than 6 months and the Current Lessee does not opt for renewal, then the Purchaser may elect not to proceed with stamping of the Novation Agreement of Existing Lease Agreement at its sole risk and responsibilities. The Vendor shall deliver the Purchaser with a copy of the letter of attornment that has been served to the Current Lessee along with an acknowledgment of receipt from the Current Lessee. For the avoidance of doubt, the Purchaser shall indemnify and hold the Vendor harmless from any claims arising from the Purchaser's election not to stamp the Novation Agreement of Existing Lease Agreement.</p>
Event of defaults and consequences under the SPA	<p>Events of default by the Vendor and consequences under the SPA, at any time prior to the Completion Date, in the event that:-</p> <ul style="list-style-type: none"> (i) there is a default of material obligation by the Vendor. For the avoidance of doubt, any non-fulfilment of the Conditions Precedent shall not be deemed as a default of material obligation; or (ii) breach of Vendor's warranties and representation in any material respect; or

SALIENT TERMS OF THE SPA (CONT'D)

Details	Salient Terms
	<p>(iii) an encumbrancer takes possession of, or a trustee, receiver or similar officer is appointed in respect of, all or any substantial part of the business or assets of the Vendor; or</p> <p>(iv) the Vendor becomes insolvent; or</p> <p>(v) (1) any party initiates any action, legal proceeding, or other step for the Vendor to be adjudged or declared insolvent; (2) the winding-up or dissolution of the Vendor, whether by an order of a court of competent jurisdiction or by way of voluntary winding-up, except where such winding-up is undertaken for the purpose of reorganising the Vendor's business; or (3) the appointment of a liquidator, trustee, receiver, or similar officer over the whole or any part of the Vendor's undertaking, concession, rights, or revenues, other than a winding-up carried out for the purpose of amalgamation or reconstruction,</p> <p>subject always to the Purchaser having duly observed and performed all provisions of the SPA required to be observed or performed on its part, and where the default is remediable, the Purchaser shall issue to the Vendor a 14 business days' notice, or such extended period as the parties may mutually agree in writing, to remedy the default as specified in the said notice ("Remedial Notice"). In the event that the default is not remediable, or if the Vendor fails to rectify the default within the period stated in the Remedial Notice, the Purchaser shall be entitled, at its sole and absolute discretion, to exercise either of the following options (by giving written notice to the Vendor):-</p> <p>(a) to require specific performance of the SPA and all consequential relief flowing therefrom; or</p> <p>(b) to terminate the SPA by notice in writing to the Vendor ("Termination Notice") and the parties shall within 14 business days of receipt by the Vendor of the Termination Notice do the following:-</p> <ol style="list-style-type: none"> 1. the Vendor shall refund the Deposit and all other monies received by the Vendor under this SPA(if any) free of interest to the Purchaser's solicitors as stakeholders within 14 business days, failing which the Vendor shall pay the Purchaser late payment compensation to be calculated at the rate of 8% per annum on a daily basis commencing from the expiry of the aforesaid 14 business days until the date of the actual payment; 2. the Vendor pays an amount equivalent to the Deposit as liquidated damages and such payment shall be deposited with the Purchaser's solicitors as stakeholders, failing which the Vendor shall pay the Purchaser late payment compensation to be calculated at the rate of 8% per annum on a daily basis commencing from the expiry of the aforesaid 14 business days until the date of the actual payment; 3. the Purchaser shall return and procure the Purchaser's solicitors to return all documents received by the Purchaser and/or the Purchaser's solicitors pursuant to the SPA, to the Vendor in their original state and condition (fair wear and tear excepted); 4. the Vendor shall return all documents received by the Vendor pursuant to the SPA, to the Purchaser in their original state and condition (fair wear and tear excepted); 5. the Purchaser shall withdraw the private caveat over the Subject Property if the same has been entered into; and

SALIENT TERMS OF THE SPA (CONT'D)

Details	Salient Terms
	<p data-bbox="592 315 1390 427">6. the Purchaser shall re-deliver the possession of the Subject Property to the Vendor if the same has been duly delivered to the Purchaser pursuant to the SPA in its original state and condition (fair wear and tear excepted).</p> <p data-bbox="523 456 1390 786">Thereafter, the SPA shall be immediately terminated, and neither party shall have any further claim, action, or proceeding against the other in respect of or arising from this SPA, save and except for any claim arising from an antecedent breach or as otherwise provided herein. For the avoidance of doubt, the Purchaser shall return and procure all documents to the Vendor in their original state and condition, withdraw its private caveat and re-deliver the possession of the Subject Property to the Vendor within 14 business days from the date on which the Vendor has refunded the Deposit and pays the liquidated damages. Upon the Purchaser returning and procuring documents to Vendor, withdrawing the caveat and redelivering the possession of the Subject Property, the Purchaser's solicitors are hereby authorised to release, free of interest, all monies retained by them as stakeholders free of interest to the Purchaser.</p> <p data-bbox="523 819 1390 987">The parties agree that the Completion Period or the Extended Completion Period, as the case may be, shall be extended by a period equivalent to the duration granted under the Remedial Notice and/or the Default Notice (whichever is applicable), free of interest. For the avoidance of doubt, no remedy period shall be granted to the Vendor in respect of any breach referred to under items (iii) to (v) above.</p> <p data-bbox="448 1048 1390 1104">Events of default by the Purchaser and consequences under the SPA at any time prior to the Completion Date, in the event that:-</p> <ul style="list-style-type: none"> <li data-bbox="448 1137 1390 1216">(i) the Purchaser fails to pay the Purchase Price or any part thereof, or fails to complete the sale and purchase of the Subject Property in accordance with the terms and conditions of this SPA; or <li data-bbox="448 1249 1155 1283">(ii) there is a default of material obligation by the Purchaser; or <li data-bbox="448 1317 1378 1350">(iii) breach of Purchaser's warranties and representations in any material respect; or <li data-bbox="448 1384 1390 1462">(iv) an encumbrancer takes possession of, or a trustee, receiver or similar officer is appointed in respect of, all or any substantial part of the business or assets of the Purchaser; or <li data-bbox="448 1496 1390 1686">(v) the Purchaser becomes insolvent or unable to pay its debts as they fall due, stops or suspends payment of all or a material part of its debts, begins negotiations or takes any proceeding or other steps with a view to readjustment, rescheduling, or deferral of all of its borrowed money (or any part of its borrowings/ financing facilities which it will or might otherwise be unable to pay when due) or proposes to make a general assignment, arrangement, or composition with or for the benefit of its creditors; or <li data-bbox="448 1720 1390 1966">(vi) (1) any party initiates any action or any legal proceedings are started or other steps taken for the Purchaser to be adjudicated or found insolvent, (2) the winding-up, dissolution of the Purchaser either by an order of a court of competent jurisdiction or by way of voluntary winding-up save and except to effect a reorganisation of the business of the Purchaser (3) the appointment of a liquidator, trustee receiver or similar officer of the Purchaser over the whole or any part of the Purchaser's or any of its respective undertaking(s), concession, rights or revenues other than a winding-up of the Purchaser for the purpose of amalgamation or reconstruction; or

SALIENT TERMS OF THE SPA (CONT'D)

Details	Salient Terms
	<p>(vii) the commencement of any proceedings under Section 366 of the Companies Act 2016 in relation to the Purchaser, (except for the purpose of and followed by reconstruction, amalgamation or reorganisation which does not in the opinion of the other Party have a material adverse effect);</p> <p>then subject always to the Vendor having observed and fulfilled all provisions of this SPA required to be observed or performed on its part, and where the default is remediable, the Vendor shall issue to the Purchaser a 14 business days' notice, or such extended period as the parties may mutually agree in the Remedial Notice. For the avoidance of doubt, no remedy period shall be granted to the Purchaser in respect of any breach referred to in item (iv) to (vii) above. In the event that the default is not remediable, or if the Purchaser fails to remedy the default within the period specified in the Remedial Notice, the Vendor shall be entitled, at its sole and absolute discretion, to exercise either of the following options (by giving written notice to the Purchaser):-</p> <p>(a) to require specific performance of the SPA and all consequential relief flowing therefrom; or</p> <p>(b) to terminate the SPA by notice in writing to the Purchaser ("Termination Notice") and the parties shall within 14 business days of receipt by the Purchaser of the Termination Notice do the following: -</p> <ol style="list-style-type: none"> 1. save and except for the Deposit which shall be forfeited by the Vendor as the agreed liquidated damages, the Vendor shall refund all monies received by the Vendor under this SPA (if any) free of interest and deposit with the Purchaser's solicitors as stakeholders, failing which the Vendor shall pay the Purchaser late payment compensation to be calculated at the rate of 8% per annum on a daily basis commencing from the expiry of the aforesaid 14 business days until the date of the actual payment; 2. the Purchaser shall return and procure the Purchaser's solicitors to return all documents received by the Purchaser and/or the Purchaser's solicitors pursuant to the SPA, to the Vendor in their original state and condition (fair wear and tear excepted); 3. the Vendor shall return all documents received by the Vendor pursuant to the SPA, to the Purchaser in their original state and condition (fair wear and tear excepted); 4. the Purchaser shall withdraw the private caveat over the Subject Property if the same has been entered into; and 5. the Purchaser shall re-deliver the possession of the Subject Property to the Vendor if the same has been duly delivered to the Purchaser pursuant to the SPA in its original state and condition (fair wear and tear excepted). <p>Thereafter, the SPA shall be immediately terminated, and neither party shall have any further claims, actions, or proceedings against the other in respect of or arising from this SPA, save and except for any claim arising from any antecedent breach or as otherwise provided herein. For the avoidance of doubt, the Purchaser shall return the Vendor's documents, withdraw private caveat and re-deliver the possession of the Subject Property within 14 business days from the date the Vendor has forfeited the Deposit as liquidated damages, or, where no refund is due from the Vendor, within 14 business days from the date of receipt of the Termination Notice by the Purchaser. Upon the Purchaser returning the Vendor's documents, withdrawing the private caveat and re-delivering the possession of the Subject Property, the Purchaser's solicitors are hereby authorised to release, free of interest, all monies retained by them as stakeholders to the Purchaser.</p>

INFORMATION OF ISSB

1. BACKGROUND INFORMATION ON ISSB

Icon Square Sdn Bhd (Registration No.: 202201016866 (1462563-V)), was incorporated as a private limited company in Malaysia under the laws of Malaysia under its present name on 13 May 2022 and having its registered address at No. 49, 1st Floor, Lorong Tangling Indah, Taman Tangling Indah, 14100 Simpang Ampat, Pulau Pinang and business address at 37, Jalan Perniagaan Vorteks 5, Pusat Perniagaan Vorteks, 14100 Simpang Ampat, Pulau Pinang. ISSB is principally involved in buying, selling, renting and operating of self-owned or leased real estate-nonresidential buildings; operation of indoor and outdoor sport events with own facility.

2. SHARE CAPITAL

ISSB has a total issued share capital of RM1,000,000.00 comprising 1,000,000.00 ordinary shares in ISSB as at the LPD.

3. DIRECTORS AND SHAREHOLDERS

The directors and shareholders of ISSB and their respective shareholdings in ISSB as at the LPD are as follows:-

Name	Nationality/Place of incorporation	Shareholdings as at the LPD	
		No. of shares in ISSB	(1)%
<u>Directors and shareholders</u>			
Loh Chee Hong	Malaysian	350,000	35.00
Loh Chee Hann	Malaysian	350,000	35.00
Loh Rou Wei	Malaysian	300,000	30.00

Note:-

(1) Based on the issued share capital of ISSB comprising 1,000,000 ordinary shares in ISSB as at the LPD.