

SUNVIEW GROUP BERHAD (“SUNVIEW” OR THE “COMPANY”)

PROPOSED DISPOSAL OF 70,034,999 ORDINARY SHARES IN WINSTAR CAPITAL BERHAD (“WCB”), REPRESENTING 22.44% EQUITY INTEREST IN WCB TO CHUA NYOK CHONG, CHUA BOON HONG, LEE YONG ZHI, KHOO NEE CHENG, DATUK LOW CHIN KOON, NG CHENG KENG, PHUAH HUE SHUN, POR TEONG ENG AND CHU KERD YEE (“PROPOSED DISPOSAL”)

1. INTRODUCTION

On behalf of the Board of Directors of the Company (“**Board**”), Hong Leong Investment Bank (“**HLIB**”) wishes to announce that on 22 June 2026, Vafe System Sdn Bhd (“**Vafe**”), an indirect wholly-owned subsidiary of Sunview, has entered into nine (9) separate conditional share sale agreements (collectively, the “**SSAs**” and each, an “**SSA**”) with each of Chua Nyok Chong, Chua Boon Hong, Lee Yong Zhi, Khoo Nee Cheng, Datuk Low Chin Koon, Ng Cheng Keng, Phuah Hue Shun, Por Teong Eng and Chu Kerd Yee respectively (collectively referred to as the “**Purchasers**”) for the disposal of an aggregate of 70,034,999 ordinary shares in WCB (“**WCB Share(s)**”) (“**Sale Share(s)**”), representing 22.44% equity interest in WCB for an aggregate cash consideration of approximately RM30.1 million (based on RM0.43 per Sale Share (“**Disposal Price**”)) (“**Disposal Consideration**”). The Sale Shares represent all the shares in WCB held by Vafe.

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 of WCB

WCB was incorporated in Malaysia under the Companies Act 2016 on 15 December 2023 as a private limited company under the name of Winstar Capital Sdn. Bhd. On 14 June 2024, WCB was converted into a public limited company under the present name. It was listed on the ACE Market of Bursa Securities (“**ACE Market**”) on 19 December 2024. WCB’s principal activity is investment holding. Through its subsidiaries, it is principally involved in the manufacturing, fabricating, processing and selling of aluminium products, fabrication and trading of aluminium products, solar photovoltaic (“**PV**”) mounting installation services and trading of solar PV system related materials and accessories and trading and distribution of building materials.

As at 8 June 2026, being the latest practicable date (“**LPD**”), the issued share capital of WCB is RM102.0 million comprising 312,134,900 ordinary shares. Based on the WCB’s Annual Report 2025, the information on the subsidiaries and associated company of WCB is set out below:

Name of Companies	Date/Place of Incorporation	Share Capital	Effective equity interest (%)	Principal Activity
Winstar Aluminium Manufacturing Sdn Bhd (“ WAMSB ”)	15 January 2002/Malaysia	8,060,000	100.00	Manufacturing, fabricating, processing and selling of aluminium products as well as trading and distribution of building materials
Held through WAMSB				
Winstar Distribution Sdn Bhd	24 September 2009/Malaysia	100,000	100.00	Trading and distribution of building materials
MIM Industry Sdn Bhd	20 January 2015/Malaysia	100,000	100.00	Fabrication and trading of aluminium products
Winstar Solar Sdn Bhd	23 March 1998/Malaysia	100,000	100.00	Solar PV installation services and trading of solar PV system related materials and accessories

The Directors of WCB are Y.M. Tengku Loreta Binti Tengku Dato' Setia Ramli Alhaj, Chow Kian Hung, Chua Nyok Chong, Datuk Mastura Binti Tan Sri Dato' Mohd Yazid, Chua Boon Hong, Low Suet Ann, Lee Yong Zhi and Beh Oi Siew.

The substantial shareholders' shareholdings of WCB as at the LPD are as follows:

Name	Shareholdings			
	Direct		Indirect	
	No. of shares	%	No. of shares	%
Chua Nyok Chong	75,468,895	24.18		
Chua Boon Hong	25,031,144	8.02		
Lee Yong Zhi	24,551,380	7.87		
Khoo Nee Cheng	20,963,582	6.72		
Vafe	70,034,999	22.44		
Fabulous Sunview Sdn Bhd ("Fabulous Sunview")			70,034,999 ⁽¹⁾	22.44
Sunview			70,034,999 ⁽²⁾	22.44
New Energy Capital Sdn Bhd			70,034,999 ⁽³⁾	22.44
Chow Kian Hung			70,034,999 ⁽⁴⁾	22.44
Ong Hang Ping			70,034,999 ⁽⁴⁾	22.44
Khoo Kah Kheng			70,034,999 ⁽⁴⁾	22.44

Notes:

- (1) Deemed interested by virtue of its interests in Vafe pursuant to Section 8 of the Companies Act ("CA") 2016.
- (2) Deemed interested by virtue of its interests in Fabulous Sunview, the holding company of Vafe pursuant to Section 8 of the CA 2016.
- (3) Deemed interest by virtue of its interests in Sunview, the holding company of Fabulous Sunview pursuant to Section 8 of the CA 2016.
- (4) Deemed interested by virtue of his interests in Sunview and/or New Energy Capital Sdn Bhd pursuant Section 8 of the CA 2016.

The following table summarises WCB's historical financial information for the financial year ended 31 December ("FYE(s)") 2023, 2024 and 2025:

	Audited		
	FYE 2023	FYE 2024	FYE 2025
	RM'000	RM'000	RM'000
Revenue	153,685	203,394	235,352
Gross profit	30,354	36,349	45,823
Profit before taxation	11,715	9,632	14,154
Profit after taxation	8,017	7,405	10,330
Net assets	72,633	98,569	119,954

(Source: WCB's Annual Report 2024 and 2025)

2.2 Basis and Justification on arriving at the Disposal Price

The Disposal Price shall be with reference to the prevailing market prices of WCB Shares as traded on Bursa Securities on a "willing-buyer willing-seller" basis, after taking into account the following:

- (i) the rationale of the Proposed Disposal as set out in Section 4;
- (ii) at a premium of 65.38% or RM0.17 to the cost of investment of the Sale Shares of RM0.26 per Sale Share;
- (iii) at a premium of 16.22% or RM0.06 to the net book value of the Sale Shares of RM0.37 per Sale Share as at 30 September 2025; and
- (iv) equal to the minimum proposed disposal price of RM0.43 per WCB Share as announced by the Company on 5 May 2026 in relation to the proposed shareholders' mandate for the disposal of 70,034,999 WCB Shares, representing 22.44% equity interest in WCB to third party purchasers to be identified later and at a price of not lower than RM0.43 per WCB Share ("**Disposal Mandate**") ("**Disposal Mandate Announcement**"). However, on 11 May 2026, HLIB, on behalf of the Board, announced that after careful consideration, the Company has decided not to proceed with the Disposal Mandate;

The abovementioned Disposal Price of RM0.43 is above the lowest trading price of the WCB Shares over the past 12 months of approximately RM0.42 per WCB share prior to the Disposal Mandate Announcement. The Disposal Price represents a slight premium of 2.38% or RM0.01 to this lowest traded price, and is therefore considered reasonable as it reflects the recent trading range of the shares while balancing market liquidity.

2.3 Mode of Settlement

In accordance with the SSAs, the Disposal Consideration shall be satisfied via cash in tranches ("**Tranche**") and the transfer of the Sale Shares under each Tranche may be effected through one or more transactions, provided that:

- (a) the transfer and settlement of payment for all Sale Shares comprised in each Tranche are completed in accordance with the terms and conditions of the relevant SSA; and
- (b) the transfer and settlement of payment for all Sale Shares comprised in each Tranche are fully completed on or before the relevant completion date of each Tranche ("**Tranche Completion Date**") or where applicable, within 30 days from the originally scheduled settlement date for such unsettled portion.

2.4 Expected gain arising from the Proposed Disposal

Upon the completion of the Proposed Disposal, the Sunview Group is expected to record a proforma gain on disposal of approximately RM6.8 million as illustrated below:

	RM '000
Net Disposal Consideration ⁽¹⁾	29,906
Less:	
Carrying amount of Sunview as at 30 September 2025	23,101
Proforma gain on disposal	6,805

Note:

1. *For illustrative purposes only, assuming that the Disposal Consideration for the 70,034,999 Sale Shares is priced at RM0.43 per Sale Share and after deducting estimated costs to be incurred for the Proposed Disposal of approximately RM0.2 million in relation to the Proposed Disposal, which consists of professional fees, fees payable to the relevant authorities, cost to convene EGM in relation to the Proposed Disposal and other incidental expenses relating to the Proposed Disposal.*

2.5 Date and Original Cost of Investment

Sunview had originally acquired 20.00% equity interests in WAMSB on 27 April 2023 and 10.00% on 22 December 2023. Up to LPD, Sunview holds 22.44% WCB shares through Vafe with a total investment amount of RM18.00 million.

2.6 Assumption of liabilities

Save for the obligations and liabilities arising from or in connection with the SSAs, there are no other liabilities, contingent liabilities and/or guarantees which remain or are given by Sunview in relation to the Proposed Disposal.

2.7 Utilisation of Proceeds

The Company intends to utilise the Disposal Consideration in the following manner:

	RM'000	Expected time frame (from the completion of the Proposed Disposal)
Working capital for the Engineering, Procurement, Construction and Commissioning ("EPCC") projects	18,115	Within 12 months
Repayment of bank borrowings	11,791	Within 12 months
Estimated expenses in relation to the Proposed Disposal	209	Immediate
Total estimated proceeds	30,115	

3. INFORMATION ON THE PURCHASERS

3.1 Chua Nyok Chong

Chua Nyok Chong, a Malaysian, aged 66 is currently a substantial shareholder of WCB.

As at the LPD, he is a Non-Independent Executive Vice Chairman of WCB and a shareholder of WCB, through his direct interest of 75,468,895 representing 24.18%.

3.2 Chua Boon Hong

Chua Boon Hong, a Malaysian, aged 36 is currently a substantial shareholder of WCB.

As at the LPD, he is a Non-Independent Executive Director and Chief Executive Officer of WCB and a shareholder of WCB, through his direct interest of 25,031,144 representing 8.02%.

3.3 Lee Yong Zhi

Lee Yong Zhi, a Malaysian, aged 43 is currently a substantial shareholder of WCB.

As at the LPD, he is a Non-Independent Executive Director and Chief Operating Officer of WCB and a shareholder of WCB, through his direct interest of 24,551,380 representing 7.87%.

3.4 Khoo Nee Cheng

Khoo Nee Cheng, a Malaysian, aged 41 is currently a substantial shareholder of WCB.

As at the LPD, he is the Chief Marketing Officer of WCB and a shareholder of WCB, through his direct interest of 20,963,582 representing 6.72%.

3.5 Datuk Low Chin Koon

Datuk Low Chin Koon, a Malaysian, aged 47.

As at the LPD, he is an Independent Non-Executive Chairman of Tex Cycle Technology (M) Berhad and an Independent Non-Executive Director of Mestron Holdings Berhad (“**Mestron**”), K. Seng Seng Corporation Berhad and Prolexus Berhad. He is also a central committee member of Malaysian Furniture Council. He currently has direct interest in WCB of 1,041,000 representing 0.33%.

3.6 Ng Cheng Keng

Ng Cheng Keng, a Malaysian, aged 50.

As at the LPD, he currently has direct interest in WCB of 4,665,500 representing 1.49%.

3.7 Phuah Hue Shun

Phuah Hue Shun, a Malaysian, aged 40.

As at the LPD, she currently has direct interest in WCB of 1,614,000 representing 0.52%.

3.8 Por Teong Eng

Por Teong Eng a Malaysian, aged 53.

As at the LPD, he is a Managing Director & Executive Director of Mestron. He does not currently hold any WCB Shares.

3.9 Chu Kerd Yee

Chu Kerd Yee a Malaysian, aged 53.

As at the LPD, he is an Executive Director of ES Sunlogy Berhad. He does not currently hold any WCB Shares.

4. RATIONALE AND BENEFITS OF THE PROPOSED DISPOSAL

The Group acquired 30.00% equity shares in WAMSB in 2023 through Vafe, an indirect wholly-owned subsidiary of Sunview, for a total cash consideration of RM18.0 million.

In preparation for the initial public offering of WAMSB on the ACE Market, WCB was incorporated as an investment holding company to acquire the entire issued ordinary shares of WAMSB from its existing shareholders. As consideration for the acquisition of 2,418,000 ordinary shares in WAMSB, representing 30.00% equity interest held by Vafe, 70,034,999 ordinary shares in WCB Shares were issued and allotted on 26 November 2024. Subsequently, WCB was listed on the ACE Market on 19 December 2024.

The carrying value of Vafe’s investment in WCB stood at RM26.0 million in Sunview’s books as at 30 September 2025. Accordingly, the Proposed Disposal enables the Company to realise the value of its investment at a price above both its investment cost and book value.

The Proposed Disposal provides an avenue for the Group to realise its investment in WCB and strengthen its cash flow position. The Group will be able to utilise the Disposal Consideration to better manage its capital structure by:

- (i) part financing future EPCC projects and reducing the bank borrowings required to finance the acquisition of WCB. The current cost of borrowings is approximately 5.45% per annum and based on the Disposal Consideration, the consequential total post-tax interest expense saving is estimated to be RM0.5 million;
- (ii) preserving its debt capacity for other projects that may have a higher priority; and
- (iii) reducing the Group's current gearing level.

The Proposed Disposal will also enable Sunview to record a pro forma gain on disposal of RM6.8 million, which may vary depending on the carrying value of the Sale Shares at the time of completion of the Proposed Disposal. The Board has also considered the trading liquidity of WCB Shares, as reflected by the average monthly trading volume of approximately 3,282,060 shares and 10,939,494 shares for the past 6 months and 12 months, respectively, up to the LPD, as set out in the table below:

	Monthly volume
2025	No. of Shares
June	23,514,152
July	41,194,400
August	20,542,101
September	17,847,410
October	5,845,900
November	2,628,600
December	4,878,961
2026	
January	4,752,900
February	3,710,800
March	2,499,100
April	1,131,800
May	2,718,800
6-month average (from December 2025 to May 2026)	3,282,060
12-month average (up to May 2026)	10,939,494

(Source: Bloomberg)

The Proposed Disposal of 70,034,999 WCB Shares represents approximately 21.34 times and 6.40 times of the average monthly trading volume of WCB for the past 6 months and 12 months respectively. Given the relatively low trading volume of WCB Shares, disposal of a significant number of shares via the open market would create a significant downward pressure on the market price and likely to exceed the market's capacity to absorb such a volume without disrupting orderly trading.

Notwithstanding this, taking into account the prevailing market liquidity and the availability of various execution methods, including off-market transactions and/or block trades, the Board is of the view that the Proposed Disposal will be carried out expeditiously and within a relatively shorter timeframe without materially affecting the market price of WCB Shares.

5. RISK FACTORS RELATING TO THE PROPOSED DISPOSAL

5.1 Completion risk

The completion of the Proposed Disposal is conditional upon the fulfillment of the conditions precedent under each SSA. The non-fulfillment of the above aforementioned conditions precedent may result in the termination of the relevant SSA. As each SSA is a separate agreement between Vafe and the relevant Purchaser, the termination of any one SSA will not affect the validity of the remaining SSAs. Further, there is no assurance that the Proposed Disposal can be completed within the anticipated conditions precedent period (“CP Period”) if an extension cannot be obtained.

Nevertheless, the Board will endeavor to take all necessary steps to ensure that all conditions precedent and actions required to be undertaken are fulfilled in a timely manner within the CP Period to facilitate the completion of the Proposed Disposal. However, should there be any delay beyond the agreed CP Period, the Board shall endeavour to negotiate to mutually extend the CP Period prior to its expiry.

5.2 Default in payment by the Purchasers

In the event any Purchaser fails to fulfil his payment obligations under the relevant SSA, the sale of the Sale Shares to that Purchaser may be terminated in accordance with the terms of the relevant SSA. Should such termination occur, the Company would be unable to realise the portion of the Disposal Consideration attributable to that Purchaser and would not be able to benefit from the Proposed Disposal to that extent.

Notwithstanding the foregoing, the Company has, on a best-effort basis, undertaken reasonable measures to assess each Purchaser’s financial standing and ability to fulfil his respective payment obligations prior to entering into the SSAs.

6. EFFECTS OF THE PROPOSED DISPOSAL

6.1 Issued share capital and substantial shareholders’ shareholdings

The Proposed Disposal is not expected to have any effects on the issued share capital and substantial shareholders’ shareholding of Sunview.

6.2 Earnings and earnings per Share (“EPS”)

For illustrative purposes, the pro forma effects of the Proposed Disposal on the earnings and EPS of the Company, based on the audited consolidated financial statements of Sunview as at 30 September 2025, and on the assumption that the Proposed Disposal had been effected on 1 October 2025, being the beginning of the financial year of the Company, are set out below:

	Audited as at 30 September 2025	Pro forma after the Proposed Disposal
	RM’000	RM’000
Loss for the financial year	(70,291)	(70,291)
Add: pro forma gain on disposal of WCB ⁽¹⁾	-	6,805
Add: interest savings as a result of the Proposed Disposal ⁽²⁾	-	488
Pro forma loss for the financial year	<u>(70,291)</u>	<u>(62,998)</u>
Weighted average no. of shares (’000)	550,991	550,991
EPS (sen)	(12.76)	(11.43)

Notes:

- (1) For illustrative purposes only, assuming that the Disposal Consideration for the 70,034,999 Sale Shares is priced at RM0.43 per Sale Share and after deducting estimated costs to be incurred for the Proposed Disposal of approximately RM0.2 million in relation to the Proposed Disposal, which consists of professional fees, fees payable to the relevant authorities, cost to convene EGM in relation to the Proposed Disposal and other incidental expenses relating to the Proposed Disposal.
- (2) After taking into consideration the income tax effect computed at 24.00%

6.3 Net asset ("NA") per Share and gearing level

For illustration purposes, based on the latest audited consolidated statement of financial position of the Company as at 30 September 2025 and assuming that the Proposed Disposal had been effected on that date, the proforma effects of the Proposed Disposal on the NA per Share and gearing of the Company are as follows:

	Audited as at 30 September 2025	After the Proposed Disposal
	RM'000	RM'000
Share capital	137,350	137,350
Foreign currency translation reserve	(90)	(90)
Reorganisation deficit	(8,751)	(8,751)
Accumulated losses	(29,950)	⁽¹⁾ (22,657)
NA attributable to owners of the Company	98,560	105,852
No. of Shares in issue	567,730	567,730
NA per Share (RM)	0.17	0.19
Total borrowings	179,250	⁽²⁾ 167,459
Gearing (times)	1.82	1.58

Notes:

- (1) After taking into consideration the estimated gain on disposal of RM6.8 million and interest saving of RM0.5 million.
- (2) After taking into consideration the repayment of bank borrowings as the utilisation of proceeds from the Proposed Disposal.

6.4 Convertible securities

The Company does not have any convertible securities at the date of this announcement.

7. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed Disposal is subject to the following approvals being obtained from:

- (i) the shareholders of Sunview at an extraordinary general meeting to be convened;
- (ii) any other relevant authority and/or party, if required.

8. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Disposal pursuant to Rule 10.02(g) of the Listing Requirements is 30.56%, calculated based on the assumption that the Disposal Consideration for the 70,034,999 Sale Shares is priced at RM0.43 per Sale Share over the latest audited total net assets of Sunview as at 30 September 2025.

9. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

Chow Kian Hung, the Group Executive Director/Group Chief Operating Officer is also a Non-Independent Non-Executive Director of WCB and accordingly, this constitutes a common directorship in respect of the Proposed Disposal. Notwithstanding this common directorship, Chow Kian Hung has no other interest such as commission or other kinds of benefit received in relation to the Proposed Disposal and does not directly hold any WCB Shares other than via Sunview.

Save as disclosed above, none of the Directors, major shareholders of the Company and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Disposal as the Sale Shares are intended to be sold to non-related parties only.

10. DIRECTORS' STATEMENT

After considering all aspects of the Proposed Disposal, including the rationale, benefits, basis and justification of arriving at the Disposal Consideration, the Board is of the opinion that the Proposed Disposal is in the best interest of the Company and its shareholders.

11. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all relevant approvals being obtained and the conditions precedent to the SSAs being fulfilled, the Proposed Disposal is expected to be completed by 1st quarter of 2027.

12. ADVISERS

HLIB has been appointed to act as the Principal Adviser to the Company for the Proposed Disposal.

13. DOCUMENTS AVAILABLE FOR INSPECTION

The SSAs are available for inspection at the registered office of the Company at Third Floor, No. 77, 79 & 81, Jalan SS21/60, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia during normal business hours (except public holidays) for a period of not less than 3 months from the date of this Announcement.

This announcement is dated 22 June 2026.

SALIENT TERMS OF THE SSA

Each SSA is entered into between Vafe and the Purchasers severally and on substantially the same terms. The salient terms of the SSAs are as follows, and references below to the “SSA” and the “Purchaser” are to the relevant SSA and the relevant Purchaser respectively:

1. SALE AND PURCHASE OF THE SALE SHARES

Subject to the terms and conditions of the SSA, Vafe agrees to sell the Sale Shares to the following Purchasers under their respective SSAs, based on the respective proportions and at the Disposal Consideration as set out in the table below:

<u>Purchasers</u>	<u>Disposal Consideration (RM)</u>	<u>No. of Sale Shares to be acquired from Vafe</u>	<u>Percentage (%)</u>
Tranche 1			
Chua Nyok Chong ⁽¹⁾	671,080	1,560,650	0.50
Chua Boon Hong ⁽¹⁾	671,080	1,560,650	0.50
Lee Yong Zhi ⁽¹⁾	671,080	1,560,650	0.50
Khoo Nee Cheng ⁽¹⁾	671,080	1,560,650	0.50
Datuk Low Chin Koon ⁽²⁾	4,321,818	10,050,740	3.22
Ng Cheng Keng ⁽¹⁾	4,026,477	9,363,900	3.00
Phuah Hue Shun ⁽¹⁾	4,026,477	9,363,900	3.00
Por Teong Eng ⁽³⁾	6,710,898	15,606,740	5.00
Chu Kerd Yee ⁽³⁾	5,955,981	13,851,119	4.44
Tranche 2			
Datuk Low Chin Koon ⁽⁴⁾	2,389,080	5,556,000	1.78
Total	30,115,050	70,034,999	22.44

Notes:

- (1) *Tranche Completion Date shall be the date falling forty-five (45) days from the date on which the last of the Conditions Precedent (as defined herein) is satisfied and delivered to the Purchasers (or waived by the Purchasers) (“Unconditional Date”).*
- (2) *Tranche Completion Date shall be the date falling forty-five (45) days from the Unconditional Date (“First Tranche Completion Date”).*
- (3) *Tranche Completion Date shall be the date falling two hundred and twenty-five (225) days from the Unconditional Date.*
- (4) *Tranche Completion Date shall be the date falling two hundred and twenty-five (225) days from the First Tranche Completion Date.*

2. PURCHASE CONSIDERATION

The Disposal Consideration shall be satisfied via cash in Tranches and the transfer of the Sale Shares under each Tranche may be effected through one or more transactions, provided that:

- (a) the transfer and settlement of payment for all Sale Shares comprised in each Tranche are completed in accordance with the terms and conditions of the SSA; and
- (b) the transfer and settlement of payment for all Sale Shares comprised in each Tranche are fully completed on or before the Tranche Completion Date or where applicable, within 30 days from the originally scheduled settlement date for such unsettled portion.

SALIENT TERMS OF THE SSA (CONT'D)

3. CONDITIONS PRECEDENT

The completion of the SSA is conditional upon the satisfaction and/or waiver (where permissible) of the following conditions precedent (“**Conditions Precedent**”) within the CP Period:

- (a) all necessary approvals, authorisations and consents having been obtained by Vafe (including the approval of Sunview’s shareholders, if required);
- (b) if the Sale Shares are subject to any encumbrance, the procurement by Vafe of a release or discharge of that encumbrance on or prior to the relevant transfer of the Sale Shares;
- (c) all approvals, consents, clearances and/or filings (if any) required under applicable laws and/or the Rules of Bursa Securities and Bursa Malaysia Depository Sdn Bhd having been obtained or complied with to enable the transfer of the Sale Shares by way of direct business transaction; and
- (d) no order, injunction or other legal restraint having been issued by any court or competent authority which restrains or renders unlawful the completion of the SSA.

If any of the Conditions Precedent is not satisfied or waived (where permissible) on or before the expiry of the CP Period:

- (i) the Purchaser may, by written notice to Vafe terminate the SSA with immediate effect; and
- (ii) upon such termination, the SSA shall cease to have effect immediately save for provisions intended to survive termination and any other provision which by their nature are intended to survive termination.

4. COMPLETION DATE

Subject to the satisfaction and/or waiver of all the Conditions Precedent, the completion of each Tranche shall be effected through one or more settlements by way of a direct business transaction and the completion of each Tranche shall constitute completion of the sale and purchase of the Sale Shares comprised in that Tranche. Completion of all Tranches shall constitute completion of the sale and purchase of all the Sale Shares for purposes of the SSA (“**Completion**”).

5. DEFAULT AND TERMINATION

5.1 Default by Vafe

- (a) The following events shall constitute an event of default by Vafe (“**Vendor EOD**”):
 - (i) it shall be found that any fact, matter or event (whether existing or occurring on or before the date of the SSA or arising or occurring afterwards):
 - (A) constitutes a material breach by Vafe of any of the provisions of the SSA; or
 - (B) constitutes a material breach of any of Vafe’s warranties given under the SSA,
 - (ii) a petition for winding up is presented against WCB;
 - (iii) an order is made or a member’s resolution is passed for the winding up of WCB;
 - (iv) an administrator, a receiver and/or a manager is appointed by the court or pursuant to any statute or regulation or by any creditor pursuant to a debenture or any other security document in favour of such creditor over the undertaking, assets and properties of WCB; or

SALIENT TERMS OF THE SSA (CONT'D)

- (v) an event analogous to any of subclauses (ii), (iii) or (iv) above has occurred in any jurisdiction.
- (b) Where the default by Vafe is capable of being remedied but is not remedied within 14 days or a date to be mutually agreed by Vafe and the Purchaser in writing from the date the Purchaser gives written notice to Vafe of such breach, the Purchaser shall be entitled to:
 - (i) seek specific performance of the SSA; or
 - (ii) if the Vendor EOD occurs prior to Completion, the Purchaser shall be entitled to proceed to Completion so far as practicable having regard to the Vendor EOD that has occurred without prejudice to all other rights and remedies available to it, including the right to claim damages; or
 - (iii) terminate the SSA, whereupon Vafe shall, within seven (7) days from the date of such notice of termination refund any and all amounts paid by or on behalf of the Purchaser under the SSA.

5.2 Default by the Purchaser

- (a) The following events shall constitute an event of default by the Purchaser (“**Purchaser EOD**”):
 - (i) the Purchaser fails or is unable to pay the Disposal Consideration or any part thereof in accordance with the terms of the SSA;
 - (ii) it shall be found that any fact, matter or event (whether existing or occurring on or before the date of the SSA or arising or occurring afterwards):
 - (A) constitutes a material breach by the Purchaser of any of the provisions of the SSA; or
 - (B) constitutes a material breach of any of the Purchaser’s warranties given under the SSA,
 - (iii) a petition for winding up is presented against the Purchaser; or
 - (iv) an administrator, a receiver and/or a manager is appointed by the court or pursuant to any statute or regulation or by any creditor pursuant to a debenture or any other security document in favour of such creditor over the undertaking, assets and properties of the Purchaser.
- (b) Where the default by the Purchaser is capable of being remedied but is not remedied within 14 days or a date to be mutually agreed by the Purchaser and Vafe in writing from the date Vafe gives written notice to the Purchaser of such breach, Vafe shall be entitled to terminate the SSA by giving written notice to the Purchaser. Upon termination of the SSA, Vafe shall be at liberty to sell transfer or dispose of the balance of the Sale Shares which have not been sold under the SSA prior to such termination, to any third party as Vafe may in its absolute discretion determine.