OGX GROUP BERHAD ("OGX" OR THE "COMPANY")

PROPOSED ACQUISITION BY OGX SDN BHD ("OSB" OR THE "PURCHASER"), A WHOLLY-OWNED INDIRECT SUBSIDIARY OF OGX, OF A 3-STOREY DETACHED WAREHOUSE WITH A 4-STOREY OFFICE ANNEXED THERETO AND A GUARDHOUSE, ALL OF WHICH ARE ERECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER GERAN 204608, LOT 78642, MUKIM DAMANSARA, DISTRICT OF PETALING, STATE OF SELANGOR FROM TRISYSTEMS ENGINEERING SDN BHD ("TESB" OR THE "VENDOR") FOR A TOTAL CASH CONSIDERATION OF RM19.0 MILLION ("PROPOSED ACQUISITION")

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1. INTRODUCTION

On behalf of the Board of Directors of OGX ("**Board**"), UOB Kay Hian (M) Sdn Bhd ("**UOBKH**") wishes to announce that OSB had, on 21 July 2026, entered into a conditional sale and purchase agreement ("**SPA**") with TESB for the proposed acquisition of a 3-storey detached warehouse with a 4-storey office annexed thereto and a guardhouse, all of which are erected on a parcel of freehold land held under Geran 204608, Lot 78642, Mukim Damansara, District of Petaling, State of Selangor, with a land area of 4,086.00 square metres ("**sqm**") (equivalent to approximately 43,981.70 square feet ("**sq ft**")) ("**Subject Property**"), for a total cash consideration of RM19.0 million ("**Purchase Consideration**").

The Proposed Acquisition forms part of the intended utilisation of public issue proceeds disclosed in OGX's prospectus dated 12 February 2026 ("**Prospectus**"), whereby RM30.0 million of the proceeds raised from its initial public offering ("**IPO Proceeds**") has been earmarked for the acquisition of a new headquarters of OGX ("**New HQ**") together with the associated renovation and fit-out costs.

Upon completion of the Proposed Acquisition and the renovation and fit-out works, the Subject Property will serve as the New HQ, allowing OGX and its subsidiaries ("**OGX Group**" or the "**Group**") to house its business operations (including a dedicated experience centre to showcase information technology ("**IT**") infrastructure solutions and products offerings, a larger warehouse space as well as a dedicated floor space for potential future business ventures). The relocation of the Group's headquarters to the Subject Property will also enable the Group to scale up its operations and accommodate a larger workforce, thereby enhancing its capacity to serve both existing and new customers.

The Proposed Acquisition also represents the first corporate exercise by the Company since its listing on the ACE Market of Bursa Malaysia Securities Berhad ("**Bursa Securities**") on 12 March 2026 ("**Listing**").

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

2. DETAILS OF THE PROPOSED ACQUISITION

The Proposed Acquisition entails the acquisition by OSB of the Subject Property from the Vendor for the Purchase Consideration, subject to the terms and conditions of the SPA. The Subject Property will be acquired free from all encumbrances and with vacant possession subject to all conditions of title (whether express or implied), restrictions in interest, upon the terms and conditions contained in the SPA. Further details of the Subject Property are set out in **Section 2.1** of this announcement.

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

2.1 Information on the Subject Property

The Subject Property comprises a freehold land held under Geran 204608, Lot 78642, Mukim Damansara, District of Petaling, State of Selangor, measuring a total area of 4,086.00 sqm (equivalent to approximately 43,981.70 sq ft), together with a 3-storey detached warehouse with a 4-storey office annexed thereto and a guardhouse erected thereon. The Subject Property bears the postal address of No. 6, Jalan Tiang U8/91, Taman Perindustrian Bukit Jelutong Seksyen U8, 40150 Shah Alam, Selangor Darul Ehsan.

The Subject Property is situated along Jalan Tiang U8/91 within the established industrial area of Taman Perindustrian Bukit Jelutong Seksyen U8, Shah Alam, Selangor Darul Ehsan, approximately 30 kilometers ("**km**") due south-west of Kuala Lumpur city centre and 20 km due west of Petaling Jaya city centre.

The Subject Property enjoys good accessibility via major highways, including the New Klang Valley Expressway, and is readily accessible from both Kuala Lumpur and Petaling Jaya through established road networks.



The brief salient details of the Subject Property are as follows:-

Registered owner	:	TESB
Location	:	Mukim Damansara, District of Petaling, State of Selangor
Title/ Lot no.	:	Geran 204608, Lot 78642
Postal address	:	No. 6, Jalan Tiang U8/91, Taman Perindustrian Bukit Jelutong Seksyen U8, 40150 Shah Alam, Selangor Darul Ehsan
Tenure	:	Freehold / Grant in perpetuity
Land area	:	4,086.00 sqm (equivalent to approximately 43,981.70 sq ft)
Category of land use	:	"Industri"
Express conditions	:	"Perusahaan"
Restriction-in-interest	:	Nil
Encumbrances	:	Charged to CIMB Islamic Bank Berhad vide charge presentation number 001SC117468/2019(1)
Other endorsement	:	Nil

Existing use	:	Office
Proposed use	:	Proposed establishment of New HQ
Independent valuer	:	Laurelcap Sdn Bhd ("**Laurelcap**" or the "**Valuer**")
Date of inspection	:	20 July 2026
Date of valuation	:	20 July 2026
Audited net book value	:	Not available[(2)]
Estimated market value as at 20 July 2026	:	RM19.50 million (Based on cost approach)

Notes:-

(1) It is a conditions precedent under the SPA that the Vendor shall, at its own cost and expense, procure the release and discharge of the said encumbrance by way of substitution of security and/or pledge of another property acceptable to CIMB Islamic Bank Berhad. The SPA shall only become unconditional upon delivery of such discharge documents as may be applicable to the solicitors of the Vendor.

(2) The audited net book value of the Subject Property was not available as OSB was not privy to such information from the Vendor.

2.2 Information on the Vendor

TESB (Registration No.: 199401034004 (319687-M)) was incorporated in Malaysia under the Companies Act 1965 on 12 October 1994 and deemed registered under the Companies Act 2016 ("**Act**") as a private limited company under the name of Tri Systems Engineering Sdn Bhd and subsequently assumed its present name on 6 February 2002. The registered address of TESB is Unit 20-05, Level 20, Q Sentral, 2A Jalan Stesen Sentral 2, Kuala Lumpur Sentral, 50470 Kuala Lumpur.

TESB is principally engaged in the trading and manufacturing of products including newly engineered solutions, retrofitting existing installation, site installation and commissioning and after sale supports and training services.

As at 9 July 2026, being the latest practicable date prior to this announcement ("**LPD**"), TESB has a total issued share capital of RM8,216,506 comprising 8,216,506 ordinary shares.

The details on the directors and/or shareholders of TESB and their respective shareholdings in TESB as at the LPD are as follows:-

Names	**Nationality / Place of incorporation**	**Direct**		**Indirect**	
		No. of shares	**[(1)]%**	**No. of shares**	**[(1)]%**
Directors and shareholders					
Shaifulizam Bin Mohd Saleh	Malaysian	4,519,078	55.0	[(2)]3,697,428	45.0
Nur Alya Binti Shaifulizam	Malaysian	-	-	[(2)]3,697,428	45.0
Shareholders					
Newland Agrotech Sdn Bhd	Malaysia	3,697,428	45.0	-	-
Noorisham Binti Hussin	Malaysian	-	-	[(2)]3,697,428	45.0
Muhammad Izzat Bin Shaifulizam	Malaysian	-	-	[(2)]3,697,428	45.0
Muhammad Danial Bin Shaifulizam	Malaysian	-	-	[(2)]3,697,428	45.0

Notes:-

(1) Based on 8,216,506 issued shares in TESB as at the LPD.

(2) Deemed interested by virtue of his/her shareholdings held in Newland Agrotech Sdn Bhd pursuant to Section 8(4) of the Act.

2.3 Basis and justification of arriving at the Purchase Consideration

The Purchase Consideration of RM19.0 million was arrived at on a "willing-buyer willing-seller" basis after taking into consideration, amongst others, the following factors:-

(i) the market value of the Subject Property of RM19.50 million as appraised by the Valuer based on its valuation of the Subject Property on 20 July 2026 as set out in the valuation letter dated 20 July 2026 ("**Valuation Letter**"). The Purchase Consideration for the Subject Property of RM19.0 million, which represents a marginal discount of approximately RM0.50 million or 2.56% to the market value of the Subject Property as appraised by the Valuer;

(ii) the rationale and justifications for the Proposed Acquisition as set out in **Section 3** of this announcement; and

(iii) the prospects of the Subject Property as set out in **Section 4.3** of this announcement.

2.4 Mode of settlement

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

Payment term	**Timing of settlement**	**Purchase Consideration (RM)**
3.0% of the Purchase Consideration ("**Deposit**" or "**RPGT Retention Sum**")	Paid to the Vendor's solicitors as deposit / retention sum for the purposes of compliance with the Real Property Gains Tax Act 1976 prior to the signing of the SPA(1)	570,000.00
97.0% of the Purchase Consideration ("**Balance Purchase Consideration**")	Within 1 month commencing from the date on which the last of the conditions precedent is fulfilled ("**Completion Period**"), or such extended period of 1 month commencing on the date immediately following the expiry of the Completion Period ("**Extended Completion Period**")(2)	18,430,000.00
Total		**19,000,000.00**

Notes:-

(1) The RPGT Retention Sum shall be released by the Vendor's solicitors to the Director General of the Inland Revenue Department within 60 days from the execution of the SPA.

(2) Subject to an interest rate of 8.0% per annum, calculated on a day-to-day basis on the outstanding amount until full settlement of the Balance Purchase Consideration.

2.5 Source of funding

The Purchase Consideration will be funded entirely from part of the IPO Proceeds, of which up to RM24.50 million has been earmarked for the acquisition of the New HQ, as disclosed in the Prospectus.

Following the completion of the Proposed Acquisition, the Group intends to undertake renovation and fit-out works on the Subject Property ("**Renovation**") to accommodate its business and operational requirements. Such costs in relation to the Renovation will also be entirely funded from the earmarked IPO Proceeds for renovation of the new facility of up to RM5.50 million as disclosed in the Prospectus. In the event that the actual cost of Renovation is higher than the earmarked IPO Proceeds, any such deficit will be funded through internally generated funds.

As at the LPD, the management is unable to ascertain the estimated cost of the Renovation as the Group has yet to appoint an architect to prepare the detailed renovation plans, following which the renovation costs will be assessed by the relevant professional consultants.

2.6 Liabilities to be assumed

Save for the obligations and liabilities arising from, pursuant to or in connection with the SPA, there are no other liabilities, including contingent liabilities and guarantees to be assumed by the Group arising from or pursuant to the Proposed Acquisition.

2.7 Additional financial commitment

Save for the Purchase Consideration and the costs to be incurred for the Renovation, there are no additional financial commitments to be incurred by the Group pursuant to the Proposed Acquisition.

3. RATIONALE AND JUSTIFICATIONS OF THE PROPOSED ACQUISITION

The Group is currently operating in 2 units of 3-storey factories, which are located in Bukit Jelutong, Shah Alam ("**Bukit Jelutong Headquarters**"), with an aggregate built-up area of approximately 14,000 sq ft. These premises accommodate the Group's corporate office, comprising 2 large meeting rooms and 70 workstations as well as its warehouse.

As the Group's business has expanded, the existing premises have become increasingly constrained. Due to the limited office space, the Group has implemented a hot-desking arrangement, under which employees do not have permanently assigned workstations and instead utilise available workstations on a rotational or as-needed basis to optimise space utilisation.

In addition, the warehouse at the Bukit Jelutong Headquarters is currently operating at or near full storage capacity, particularly for the Group's IT infrastructure products. As a result, the Group has had to engage a third-party storage service provider to accommodate its excess inventory, thereby incurring additional storage costs and operational inefficiencies.

The Proposed Acquisition forms part of the Company's future plans and business strategies to acquire a new facility to support its business expansion plans as disclosed in the Prospectus. Upon completion of the Proposed Acquisition and the Renovation, the Subject Property will serve as the Group's New HQ, consolidating its business operations under one location. The New HQ will house the Group's business operations, and also includes a dedicated experience centre to showcase its IT infrastructure solutions and products offerings, a larger warehouse space as well as a dedicated floor space for potential future business ventures. The relocation of the Group's headquarters to the Subject Property will allow the Group to scale up its operations and accommodate a larger workforce to better serve both its existing and new customers.

Premised on the above, the Board opines that the Proposed Acquisition is expected to contribute positively to the earnings of the Group in the future.

4. INDUSTRY OVERVIEW AND PROSPECTS

4.1 Overview and outlook of the Malaysian economy

Malaysia's economy remains strong, having grown by a steady 4.4% in the first six months of 2025. Growth is projected to continue within the range of 4% – 4.8% in 2025 and 4% – 4.5% in 2026. These projections are consistent with the International Monetary Fund in the World Economic Outlook Update, July 2025, which forecasts Malaysia's growth at 4.5% for 2025 and 4% for 2026.

The growth will mainly be underpinned by strong domestic demand, moderate inflation, favourable labour market and proactive policies undertaken by the Government. The performance will also be supported by the ASEAN-Malaysia Chairmanship 2025 and Visit Malaysia 2026. The economy continues to be steered by the Ekonomi MADANI framework and the Government remains committed to positioning Malaysia as an attractive destination for quality investments. At the same time, ongoing improvements in the wage-setting mechanism and rising business efficiency are expected to strengthen the wage structure, thus contributing to a higher labour income share.

(Source: Economic Outlook 2026, Ministry of Finance Malaysia)

4.2 Outlook of the property market in Malaysia

The property market performance remained resilient amid global economic uncertainties in 2025, supported by stable Malaysian economic conditions and targeted government initiatives. A total 416,413 transactions worth RM241.87 billion were recorded, expanded by 4.1% in value, while volume experienced a slight decline of 1% compared to 2024. Of the total transactions, 79.2% (329,606 transactions) were transfers in 2025, 17.9% (74,458 transactions) were from 2024, and the remaining share consisted of transfers from 2023.

Sectoral market activity recorded mixed performance. All subsectors recorded year-on-year growth in the volume of transactions except for residential and agriculture subsectors, which declined by 1.5% and 2.7%, respectively. Meanwhile, the industrial and commercial sub-sectors show modest growth of 1.4% each, driven by sustained nationwide demand. In terms of value, all sub-sectors recorded growth except for agriculture. The industrial sub-sector led with an increase of 21.3%, followed by development land and others (17.2%), residential and commercial sub-sectors registered more moderate value growth of 1.3% and 1.1%, respectively.

The residential sub-sector, historically the largest segment of overall property transactions, continued to dominate the volume of transactions, with 61.6% of the total market activity. However, transaction values grew at a more moderate pace, contributing 44.8%, indicating stable pricing conditions. Demand was mainly driven by domestic buyers, with sustained interest concentrated in the affordable housing segment and lifestyle-oriented developments. Meanwhile, the commercial and industrial subsectors recorded lower transaction volumes, contributing 11.2% and 2.1%, but accounted for higher shares of transaction value with 24.3% and 14%, respectively.

(Source: Malaysia Property Market Report 2025 from National Property Information Centre)

4.3 Prospects of the Subject Property

The Subject Property is situated within Taman Perindustrian Bukit Jelutong Seksyen U8, Shah Alam, an established industrial area, providing the Group with a strategically located base that enjoys good accessibility to supporting infrastructure and amenities.

The Board is of the view that the Subject Property will contribute positively to the operational growth of the Group in the future given that:-

(i) the additional floor space within the Subject Property will allow the Group to accommodate its anticipated workforce growth and provide larger and more suitable facilities to support its business operations, including meeting rooms which support internal discussion and external engagements;

(ii) larger warehouse space within the Subject Property to accommodate the Group's current storage needs and to cater to its increasing inventory levels, thereby reducing the reliance on the third-party storage service provider; and

(iii) dedicated floor space to cater for potential future business ventures. As part of the Group's business strategy, the Group intends to venture into the managed IT services segment by establishing an in-house security operations centre. A portion of the allocated floor space within the Subject Property will be designated for the security operations centre, which will be equipped with the required infrastructure.

5. RISK FACTORS

5.1 Non-completion risk

The completion of the Proposed Acquisition is subject to, amongst others, the fulfilment of the conditions precedent in the SPA as disclosed in **Appendix I** of this announcement as well as the approval of the shareholders of OGX. In the event any of the conditions precedent in the SPA are not fulfilled or waived within the stipulated timeframe, the completion of the Proposed Acquisition may be delayed or the Proposed Acquisition may be terminated, as a result the potential benefits arising therefrom may not materialise.

Notwithstanding the above, OGX will take all reasonable steps that are within the Company's control to ensure that the conditions precedent as set out in the SPA are fulfilled within the stipulated timeframe to facilitate the completion of the Proposed Acquisition.

5.2 Acquisition risk

There is no assurance that the anticipated benefits will be realised by the Group. In addition, any decline in economic conditions may affect the potential benefits to be derived from the Proposed Acquisition.

Nevertheless, the Board will monitor closely and continuously assess prevailing economic and market conditions. The Board, after having considered the potential risks and benefits associated with the Proposed Acquisition, remains optimistic of the potential benefits to be derived from it.

6. EFFECTS OF THE PROPOSED ACQUISITION

6.1 Issued share capital and substantial shareholders' shareholdings

The Proposed Acquisition will not have any effect on the issued share capital of OGX and the substantial shareholders' shareholdings in OGX as it does not involve any issuance of new ordinary shares in OGX ("**OGX Share(s)**" or "**Share(s)**").

6.2 Net assets ("NA"), NA per Share and gearing

For illustration purposes only, based on the latest audited combined financial statements of OGX Group as at 31 May 2025, and assuming that the Proposed Acquisition had been completed on 31 May 2025, the pro forma effects of the Proposed Acquisition on the audited consolidated NA, NA per Share and gearing of OGX Group are as follows:-

	Audited as at 31 May 2025 (RM'000)	**[(1)]Subsequent adjustments up to the LPD (RM'000)**	**Pro forma I After the Proposed Acquisition (RM'000)**
Share capital	1	90,166	90,166
Invested equity	2,500	-	-
Reorganisation deficit	-	(37,100)	(37,100)
Retained profits	34,816	32,554	[(2)]31,508
Shareholders' equity/NA	**37,317**	**85,620**	**84,574**
Non-controlling interest	366	366	366
Total equity	**37,683**	**85,986**	**84,940**
No. of OGX Shares in issue ('000)	1	750,000	750,000
NA per Share (RM)	**37,317**	**0.11**	**0.11**
Cash and bank balances (RM'000)	21,464	71,702	[(2)(3)]51,656
Total borrowings (RM'000)	32,601	32,601	32,601
Gearing (times)[(4)]	**0.87**	**0.38**	**0.39**

Notes:-

(1) After adjusting for the following:-

*(i) issuance of 599,999,000 new OGX Shares at an issue price of RM0.066 per OGX Share pursuant to the acquisition of OGX Networks Sdn Bhd as part of the pre-IPO reorganisation undertaken by the Company prior to the Listing ("**Pre-IPO Reorganisation**");*

(ii) issuance of 150,000,000 new OGX Shares at the issue price of RM0.35 per OGX Share to the public pursuant to the Listing; and

(iii) Listing expenses of RM4,197,000, of which RM1,935,000 is capitalised against share capital.

(2) After deducting a total estimated expenses of approximately RM1.05 million in relation to the Proposed Acquisition.

(3) After taking into account the Purchase Consideration in relation to the Proposed Acquisition.

(4) Computed based on total borrowings over shareholders' equity/NA.

6.3 Earnings and earnings per Share ("EPS")

The Proposed Acquisition is not expected to have any immediate material effect on the earnings and EPS of OGX Group for the FYE 31 May 2027.

For illustrative purposes only, based on the audited combined statements of profit or loss and other comprehensive income of OGX Group for the FYE 31 May 2025, and assuming that the Proposed Acquisition had been effected on 1 June 2024, being the beginning of the FYE 31 May 2025, the pro forma effects of the Proposed Acquisition on the earnings and EPS of OGX Group are as follows:-

	Audited as at 31 May 2025	**(1)Subsequent adjustments up to the LPD**	**Pro forma I After the Proposed Acquisition**
Profit after tax ("**PAT**") attributable to the owners of the Company (RM'000)	15,309	13,047	(2)12,001
No. of OGX Shares in issue ('000)	1	750,000	750,000
EPS (RM)(3)	*15,309	0.02	0.02

Notes:-

* *Regarded as an anomaly as it is derived from the Group's PAT divided by the number of shares before the Pre-IPO Reorganisation.*

(1) After adjusting for the Listing expenses of RM4,197,000, of which RM1,935,000 is capitalised against share capital.

(2) After deducting the estimated expenses of approximately RM1.05 million in relation to the Proposed Acquisition.

(3) Computed based on the PAT attributable to the owners of the Company divided by the number of OGX Shares in issue.

6.4 Convertible securities

As at the LPD, the Company does not have any convertible securities.

7. HIGHEST PERCENTAGE RATIO APPLICABLE

The highest percentage ratio applicable to the Proposed Acquisition pursuant to Rule 10.02(g) of the ACE Market Listing Requirements of Bursa Securities is approximately 50.92%, calculated based on the latest audited combined financial statements of OGX (i.e. FYE 31 May 2025).

8. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed Acquisition is subject to the approval of the shareholders of OGX at an extraordinary general meeting to be convened.

The Proposed Acquisition is not conditional upon any other corporate exercises undertaken or to be undertaken by the Company.

9. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed Acquisition, which is the subject matter of this announcement, there are no other outstanding proposals announced by the Group but have yet to be completed as at the date of this announcement.

10. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors, major shareholders of OGX and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Acquisition.

11. DIRECTORS' STATEMENT

The Board, after having considered all aspects of the Proposed Acquisition (including but not limited to the terms of the SPA, the market value of the Subject Property as appraised by the Valuer, the basis and justifications of the Purchase Consideration, the rationale and justifications of the Proposed Acquisition, prospects of the Subject Property and risks associated with the Proposed Acquisition), is of the view that the Proposed Acquisition is in the best interests of OGX Group.

12. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all required approvals being obtained, the Board expects the Proposed Acquisition to be completed in the 4th quarter of 2026.

13. APPLICATION TO THE RELEVANT AUTHORITIES

Barring any unforeseen circumstances, the applications to the relevant authorities for the Proposed Acquisition shall be submitted within 2 months from the date of this announcement.

14. PRINCIPAL ADVISER

UOBKH has been appointed as the Principal Adviser for the Proposed Acquisition.

15. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the SPA and Valuation Letter is available for inspection at the registered office of the Company at Unit 521, 5th Floor, Lobby 6, Block A, Damansara Intan, No. 1, Jalan SS20/27, 47400 Petaling Jaya, Selangor Darul Ehsan during normal business hours from Monday to Friday (except public holidays) for a period of not less than 3 months from the date of this announcement.

This announcement is dated 21 July 2026.

SALIENT TERMS OF THE SPA

The salient terms of the SPA are as follows:-

1. SALE AND PURCHASE OF THE SUBJECT PROPERTY

The Vendor has agreed to sell, and the Purchaser has agreed to purchase the Subject Property free from all encumbrances and with vacant possession subject to all conditions of title (express or implied), restrictions in interest, upon the terms and conditions contained in the SPA for the Purchase Consideration.

2. CONDITIONS PRECEDENT

2.1 The completion of the sale and purchase of the Subject Property shall be conditional upon the parties satisfying the following conditions precedent acting reasonably and in good faith within the period of 4 months from the date of the SPA or such other period to be mutually agreed between the parties ("**Conditional Period**"):-

(a) the Vendor receiving the (i) duly executed Form 16N pursuant to the National Land Code (Revised 2020) in respect of the charge registered in favour of CIMB Islamic Bank Berhad ("**Vendor's Financier**") ("**Existing Charge**"), (ii) the original title to the Subject Property, and (iii) any other document(s) issued by the Vendor's Financier confirming the discharge of the Existing Charge pursuant to the substitution of security arrangement; and

(b) the Purchaser procuring all necessary corporate approvals, including approval of the board of directors of the Purchaser and the approval of the shareholders of the Purchaser at an extraordinary general meeting for the Proposed Acquisition.

(collectively, the "**Conditions Precedent**").

2.2 The SPA shall become unconditional on the date on which the Conditions Precedent have been met ("**Unconditional Date**").

2.3 In the event that the Conditions Precedent have not been satisfied within the Conditional Period, the parties agree to extend the Conditional Period by a further period of 1 month or any further extension as may be mutually agreed upon between the parties ("**the Extended Conditional Period**") to enable the parties to satisfy the Conditions Precedent and in the event that notwithstanding their acting on a reasonable effort basis, the parties are unable to do so upon the expiry of the Extended Conditional Period, the parties shall terminate the SPA and the Deposit / RPGT Retention Sum shall be dealt with in the manner provided in Clause 2.4 below and the Purchaser shall return the instrument of transfer (unless the same is required for refund of stamp duty) and all other relevant documents (with the Vendor's interests in the Subject Property intact and free from encumbrances), a valid and registrable withdrawal of caveat duly executed by the Purchaser (if the Purchaser had lodged a caveat over the Subject Property) together with the prescribed registration fees and all other related documents, upon such refund and/or payment being made, thereafter the SPA shall become null and void and neither party shall have any claim against the other.

2.4 In the event the SPA is terminated in accordance with Clause 2.3 above, the RPGT Retention Sum shall be dealt with as follows:-

(a) if the RPGT Retention Sum has not been paid to the Director General of Inland Revenue, Malaysia ("**DGIR**"), the Vendor's solicitors shall be authorised to refund to the Purchaser the RPGT Retention Sum free of interest; or

(b) if the RPGT Retention Sum has been paid to the DGIR, then the Purchaser shall deliver to the Vendor's solicitors a letter issued by the Purchaser to the DGIR to confirm the termination of the SPA and request the DGIR to return the RPGT Retention Sum directly to the Purchaser.

3. PURCHASE CONSIDERATION

3.1 Prior to the execution of the SPA, the Purchaser has paid the Deposit to the Vendor, which shall form part of the Purchase Consideration.

3.2 The Balance Purchase Consideration and interest (if applicable) shall be paid by the Purchaser to the Vendor's solicitors as stakeholders on or before the last day of the Completion Period or the last day of the Extended Completion Period, as the case may be ("**Completion Date**"), whereupon the Purchaser shall be deemed to have discharged its obligation to pay the Balance Purchase Consideration to the Vendor provided always that such payment shall only be deemed received upon the Vendor's solicitors having received the same in immediately available, freely transferable and cleared funds.

3.3 The Vendor's solicitors are hereby irrevocably authorised by the parties to hold the Balance Purchase Consideration as stakeholders and to deal with the same strictly in accordance with the provisions of the SPA.

3.4 Upon receipt of the Balance Purchase Consideration and interest (if applicable), the Vendor's solicitors shall deal with the same in the following manner:

(a) forthwith, and in any event within 1 business day, to notify the Purchaser in writing of the receipt of the Balance Purchase Consideration and interest (if any);

(b) secondly, to pay any outstanding quit rent, assessment, rates, charges, taxes and/or other outgoings (if any) payable by the Vendor in respect of the Subject Property up to the Completion Date; and

(c) thirdly, to release the remaining balance thereof to the Vendor.

3.5 For the avoidance of doubt, notwithstanding that the Purchaser has paid the Balance Purchase Consideration to the Vendor's solicitors as stakeholders, legal and beneficial title to the Subject Property shall not pass to the Purchaser and the Vendor's obligations under the SPA shall not be deemed completed until the Vendor's solicitors have dealt with the Balance Purchase Consideration in accordance with Clause 3.4 above and the Vendor has received the balance amount payable to it.

3.6 In the event the Purchaser fails to pay the Balance Purchase Consideration upon expiry of the Completion Period, the Extended Completion Period will be automatically invoked subject to the Purchaser's payment of interest. The Balance Purchase Consideration and interest must be paid by the Purchaser to the Vendor on or before the last day of the Completion Period or the last day of the Extended Completion Period, as the case may be.

3.7 For the avoidance of doubt, if any of the payment due dates is not a business day, then payment shall be due on the business day immediately following such date.

4. DELIVERY OF LEGAL POSSESSION

4.1 Subject to Completion Date having occurred, legal possession of the Subject Property shall be delivered to the Purchaser within 5 business days from Completion Date and the Vendor's receipt of the payment of the apportioned outgoings by the Vendor's solicitors delivering a written notice to the Purchaser confirming the delivery of legal possession of the Subject Property to the Purchaser ("**Legal Possession**"). The date Legal Possession of the Subject Property is delivered to the Purchaser shall be referred to as "**Delivery Date**".

4.2 The Purchaser shall be deemed to have taken possession of the Subject Property (whether or not the Purchaser has actually entered into occupation or possession of the Subject Property) on the Delivery Date and the Vendor thereafter shall not be liable for any loss or damage to the Subject Property attributable to or occurring in respect of the period after the Delivery Date.

4.3 Subject to full payment of the Purchase Consideration by the Purchaser to the Vendor's solicitors, in the event the Vendor fails to deliver Legal Possession in accordance with Clause 4.1, the Vendor shall pay to the Purchaser rental of RM166,666.00 per month pro-rated on a daily basis, for each day of delay until Legal Possession is delivered to the Purchaser.

4.4 Risk of loss or damage to the Subject Property shall remain with Vendor until Delivery Date.

4.5 The Vendor shall deliver Legal Possession of the Subject Property with vacant possession, free from occupation by the Vendor, its employees, contractors, agents, licensees or any other person, and free from any plant, machinery, equipment, stock, materials, or other movable property belonging to the Vendor or used in connection with its business operations. The Vendor shall, at its own cost, make good any damage to the Subject Property arising from the removal of such items prior to the Delivery Date. The Purchaser shall be entitled to inspect the Subject Property within 7 business days prior to the Delivery Date to verify compliance with this clause, and the Vendor shall afford the Purchaser reasonable access for that purpose.

5. TERMINATION

5.1 The SPA may be terminated by the Vendor in the event that:-

(a) the Purchaser fails to pay the Balance Purchase Consideration or any part thereof within the Completion Period or the Balance Purchase Consideration or any part thereof and the interest within the Extended Completion Period, as the case may be, or any other monies payable under the SPA, including taxes (if any), within the stipulated time for payment or any sum covenanted by the Purchaser to be paid; or

(b) the Purchaser fails to perform or observe or otherwise be in breach of any of the material terms, conditions, covenants, warranties and representations on the part of the Purchaser contained in the SPA, and such failure or breach is not remedied by the Purchaser within 30 days after the Vendor's solicitors has given written notice to the Purchaser to remedy such failure or breach; or

(c) the instrument of transfer cannot be registered for any reason whatsoever due to the willful default, willful neglect, omission or blameworthy conduct on the part of the Purchaser or which is not attributable to any default, wilful neglect, omission or blameworthy conduct on the part of the Vendor in the first instance, and such default or breach is not remedied by the Purchaser within 30 days after the Vendor has given written notice to the Purchaser to remedy such default or breach,

without prejudice to the Vendor's right to other remedies available under the SPA and at law or in equity, the Vendor shall be entitled, at the costs and expenses of the Purchaser, and at the Vendor's sole discretion, to either exercise the Vendor's right to seek the remedy of specific performance against the Purchaser or to terminate the SPA at any time by giving a written notice to the Purchaser.

5.2 The SPA may be terminated by the Purchaser in the event that:-

(a) the Vendor fails to perform or observe or otherwise be in breach of any of the material terms, conditions, covenants, warranties and representations on the part of the Vendor contained in the SPA, and such failure or breach is not remedied by the Vendor within 30 days after the Purchaser has given written notice to the Vendor to remedy such failure or breach; or

(b) the instrument of transfer cannot be registered for any reason whatsoever solely due to the wilful default, wilful neglect, omission or blameworthy conduct on the part of the Vendor or which is not attributable to any default, wilful neglect, omission or blameworthy conduct on the part of the Purchaser in the first instance and such default or breach is not remedied by the Vendor within 30 days after the Purchaser has given written notice to the Vendor to remedy such default or breach.

5.3 In the event that the instrument of transfer cannot be registered for any reason whatsoever, save and except where there is any willful default, willful neglect, or omission on the part of the Vendor or the Purchaser, each party will use its best endeavours:-

(a) to ascertain the cause or reason for such non-acceptance or rejection or non-registration, as the case may be;

(b) to rectify, remedy and/or overcome such cause or reason; and

(c) to cause the instrument of transfer to be accepted for registration and/or registered,

and in the event that such cause or reason cannot be or is not rectified, remedied and/or overcome within a period of 1 month from the date such non-registration is made known to the Purchaser, or such other extended period as may be agreed by the Purchaser and the Vendor, a termination event will occur where the Purchaser may elect to terminate the SPA by giving a notice of termination ("**Termination Notice**") to the Vendor in accordance with Clause 5.4 below.

5.4 In the event the Purchaser elects to terminate the SPA pursuant to Clause 5.3 above, the Purchaser shall, at the Purchaser's own costs and expenses, within 14 days from the date of the Termination Notice:

(a) re-deliver Legal Possession of the Subject Property to the Vendor (if it has already been delivered to the Purchaser);

(b) immediately remove, withdraw or cancel or caused to be removed, withdrawn or cancelled all encumbrances and any private caveat on the Subject Property lodged by the Purchaser and provide documentary evidence of the same; and

(c) return or cause to be returned to the Vendor all documents (including the transfer documents) delivered by the Vendor and/or the Vendor's Solicitors to the Purchaser under the provisions of this Agreement with the Vendor's interest in the Property remaining intact,

in simultaneous exchange for the refund by the Vendor to the Purchaser of all moneys (including the Deposit in full and without deduction) paid towards account of the Purchase Consideration without interest, whereupon the SPA shall terminate, and all obligations and liabilities of the parties shall cease to be of any further effect and neither party shall have any claims against the other save for antecedent breaches of the SPA. Thereupon, the Vendor shall be entitled to sell or otherwise deal with the Subject Property in such manner as the Vendor deems fit.