M & A Securities Sdn. Bhd. ("**M&A**"), being the Sponsor, was responsible for the admission of Camaroe Berhad on the ACE Market of Bursa Malaysia Securities Berhad on 2 October 2025. M&A assumes no responsibility for the contents of this announcement.

CAMAROE BERHAD ("CAMAROE" OR THE "COMPANY")

PROPOSED ACQUISITION OF TWO PIECES OF FREEHOLD LAND, EACH TOGETHER WITH A ONE-AND-A-HALF-STOREY SEMI-DETACHED FACTORY, BY CAMAROE AQUACULTURE SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY

1. INTRODUCTION

The Board of Directors of Camaroe ("**Board**") wishes to announce that Camaroe Aquaculture Sdn. Bhd. ("**CASB**" or the "**Purchaser**"), a wholly-owned subsidiary of the Company, had on 31 December 2025 entered into the following sale and purchase agreements:

(i) sale and purchase agreement entered into between CASB and Nikom Carbon Industries Sdn. Bhd. ("**NCISB**" or "**Property 1 Vendor**") for the acquisition of a piece of freehold land held under Geran 54896, Lot 34099, Mukim Kapar, Daerah Klang, Negeri Selangor measuring approximately 836 square metres in area together with a unit of one and a half storey semi-detached factory erected thereon ("**Property 1**") for a cash consideration of RM3,150,000.00 ("**Property 1 SPA**"); and

(ii) sale and purchase agreement entered into between CASB, Tan Mooi Kai, and Goh Tan Poh ("**TMK & GTP**" or "**Property 2 Vendors**") for the acquisition of a piece of freehold land held under Geran 54895, Lot 34098, Mukim Kapar, Daerah Klang, Negeri Selangor measuring approximately 836 square metres in area together with a unit of one and a half storey semi-detached factory erected thereon ("**Property 2**") for a cash consideration of RM3,150,000.00 ("**Property 2 SPA**").

(Collectively, the "**Proposed Acquisitions**")

Property 1 and Property 2 are collectively referred to as the "**Properties**", Property 1 Vendor and Property 2 Vendors are collectively referred to as the "**Vendors**" and Property 1 SPA and Property 2 SPA are collectively referred to as the "**SPAs**". The total purchase consideration for Property 1 and Property 2 of RM6,300,000.00 is referred to as the "**Purchase Considerations**".

As the Properties are contiguous to each other, the Proposed Acquisitions are aggregated and treated as a single transaction, in accordance with Rule 10.12 of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Listing Requirements**").

2. DETAILS OF THE PROPOSED ACQUISITIONS

The Vendors agree to sell and the Purchaser agrees to purchase the Properties together with all the Vendors' right, title and interest in and to the Properties, free from all and any encumbrances on "as is where is" basis and with vacant possession free from all and any encumbrances, liens, caveats and/or prohibitory order and squatters, subject to all conditions, whether express or implied in and to the title of the Properties for the consideration and upon the terms and conditions contained in the SPAs.

The salient terms of the SPAs are set out in Appendix I and Appendix II of this announcement.

2.1 Information on the Properties

A summary of the details of the Properties are as follows:

Item	**Description**	
	Property 1	**Property 2**
Title particulars	Geran 54896, Lot 34099, Mukim Kapar, Daerah Klang, Negeri Selangor	Geran 54895, Lot 34098, Mukim Kapar, Daerah Klang, Negeri Selangor
Description	A piece of freehold land together with a unit of one and a half storey semi-detached factory erected thereon	A piece of freehold land together with a unit of one and a half storey semi-detached factory erected thereon
Land area	836 square metres	836 square metres
Tenure	Freehold	Freehold
Category of land use	Industrial	Industrial
Registered proprietor and beneficial owner	NCISB	TMK & GTP
Existing use / Occupancy	Vacant	Currently rented and occupied by Wynntech Star Sdn. Bhd., a wholly-owned subsidiary of Camaroe for the Group's prawn processing operations
Lettable area	Not applicable	Not applicable
Approximate age of the buildings	30	30
Net book value	Not available	Not available
Restriction in interest	Nil	Nil
Encumbrances	Charged to United Overseas Bank (Malaysia) Bhd	Free from encumbrances
Purchase Price	RM3,150,000.00	RM3,150,000.00

2.2 Information on the Vendors

<u>NCISB</u>

NCISB was incorporated in Malaysia on 1 March 2001 as a private limited company under the Companies Act, 1965 and deemed incorporated under the Companies Act 2016. NCISB is principally involved in business of manufacturing, importing, exporting and trading of carbon filters and related accessories.

As at the date of this announcement ("**LPD**"), the issued share capital of NCISB is RM1,200,000.00 comprising 1,200,000 ordinary shares.

As at the LPD, the directors of NCISB are Ter Hong Choor and Ter Wei Yi.

As at the LPD, the shareholders of NCISB and their shareholdings are as follows:

Name	**No. of shares**	**%**
Directors and Shareholders		
TER HONG CHOOR	600,000	50
TER WEI YI	600,000	50
Total	**1,200,000**	**100**

TMK & GTP

TMK, a Malaysian citizen aged 75, and GTP, a Malaysian citizen aged 68, are both residing at No. 5, Lorong Rebung 4/KS6, Bandar Botanic, 41200 Klang, Selangor Darul Ehsan.

2.3 Basis and justification for the Purchase Considerations

The Purchase Considerations were arrived at on a willing buyer-willing seller basis, based on the negotiations between the Purchaser and the Vendors and after taking into consideration, amongst others, the location, size, infrastructure facilities and accessibility of the Properties, as well as the market value of the Properties, as appraised by the independent valuer, Laurelcap Sdn Bhd, vide its valuation report dated 8 December 2025 using the comparison approach of valuation.

2.4 Source of funding

The Purchase Considerations will be funded via a bank borrowings and/or internally generated funds, the proportion of which will be determined later, after taking into consideration, amongst others, the Group's prevailing gearing level, interest costs and cash reserves at the time of payment.

2.5 Liabilities to be assumed

There are no liabilities, including contingent liabilities and guarantees to be assumed by the Company, arising from the Proposed Acquisitions.

3. RATIONALE AND PROSPECTS

Presently, the Company is operating at its prawn processing facility in Kapar ("**Kapar Processing Facility**"), which include Property 2 where the Company is currently renting from the Property 2 Vendors. The Proposed Acquisitions are intended for the Company to expand its business operations through the acquisition of Property 2, where the Company is already operating in, as well as Property 1, which is located adjacent to Property 2.

As set out in the Company's Prospectus dated 29 August 2025, the Company has acquired and intends to relocate its prawn processing operations to a new processing facility in Bukit Raja, Selangor ("**New Bukit Raja Processing Facility**"). However, this is expected to take place in 2028, upon the completion of the construction of the New Bukit Raja Processing Facility, whereas the

Company is expecting an increase in demand of its products prior to the relocation to the New Bukit Raja Processing Facility.

As such, the acquisition of the Properties which will be able to eliminate potential rental uncertainties (for Property 2 where the Group is currently renting) while ensuring uninterrupted production during the construction period of the New Bukit Raja Facility in anticipation of the upcoming demand. Upon completion of the Proposed Acquisitions, the Company plans to integrate the newly purchased Properties with its existing prawn processing operations at the Kapar Processing Facility.

4. RISK FACTOR

4.1 Completion risk

The completion of the Proposed Acquisitions are subject to the conditions precedent set out in the SPAs. There is no assurance that the Proposed Acquisitions will be completed within the timeframe stipulated in the SPAs, and as such, they may be subject to delay or non-completion. Camaroe will, however, work closely with the Vendors and take all reasonable steps to ensure that the terms and conditions of the SPAs are fulfilled in a timely manner.

4.2 Financing risk

The Proposed Acquisitions are intended to be financed through a combination of internally generated funds and bank borrowings. Utilisation of internally generated funds may result in a reduction of funds available for working capital purposes whereas obtaining additional bank borrowings may increase the borrowings and gearing level of the Group. As such, the Proposed Acquisitions may have an adverse effect on the cash flow position of the Group.

Further, the Group may incur interest expense on the bank borrowings to be obtained. In view that the interest charged on bank borrowings is depending on prevailing interest rates, future fluctuation in interest rates could materially affect the Group’s cash flows and profitability.

Nevertheless, the Group shall use its best endeavours to manage its cash flow position and funding requirements. The management of Camaroe believes that its prudent cash flow management will be able to address the financing risk.

5. EFFECTS OF THE PROPOSED ACQUISITIONS

5.1 Issued share capital and substantial shareholders’ shareholdings

The Proposed Acquisitions will not have any effect on the issued share capital of the Company and its substantial shareholders’ shareholdings in the Company as it does not involve any issuance of new shares in Camaroe.

5.2 Net assets (“NA”) and gearing

The Proposed Acquisitions are not expected to have material effect on the NA, NA per share and gearing of the Company for the financial year ending 31 December 2025.

5.3 Earnings and earnings per share (“EPS”)

The Proposed Acquisitions will not have any material effect on the earnings and EPS of the Company for the financial year ending 31 December 2025.

6. PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Acquisitions pursuant to Rule 10.02(g) of the Listing Requirements is 23.01% based on the latest Audited Financial Statements of the Company for the financial period ended 31 December 2024.

7. APPROVALS REQUIRED

The Proposed Acquisitions are not subject to the approval of the shareholders of the Company or any authorities.

8. INTER-CONDITIONALITY OF THE PROPOSED ACQUISITIONS

The Proposed Acquisitions are not conditional upon any other corporate proposals of the Company.

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

None of the Directors, major shareholders of the Company and/or persons connected with them has any interest, direct or indirect, in the Proposed Acquisitions.

10. DIRECTORS' STATEMENT

After having considered all aspects of the Proposed Acquisitions, the Board is of the opinion that the Proposed Acquisitions are in the best interest of the Group. The view of the Board is after taking into consideration, inter-alia, the terms and conditions of the SPAs, the basis and justifications in arriving at the Purchase Considerations, the rationale of the Proposed Acquisitions, as well as the prospects of the Properties.

11. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Acquisitions are expected to be completed by first quarter of 2026.

12. DOCUMENT AVAILABLE FOR INSPECTION

The copies of the SPAs are available for inspection at the Company's registered office at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur during normal business hours from Monday to Friday (except public holidays) for a period of 3 months from the date of this announcement.

This announcement is dated 31 December 2025.

APPENDIX I – SALIENT TERMS OF PROPERTY 1 SPA

1. **AGREEMENT TO SELL AND PURCHASE**

In consideration of the sum of:-

(i) **RINGGIT MALAYSIA NINETY-FOUR THOUSAND AND FIVE HUNDRED (RM94,500-00)** only (equivalent to three per centum (3%) of the Purchase Price and hereinafter referred to as "**the Retention Sum**"); and

(ii) **RINGGIT MALAYSIA TWO HUNDRED TWENTY THOUSAND AND FIVE HUNDRED (RM220,500-00)** only (hereinafter referred to as "**the Balance Deposit**")

(hereinafter the Retention Sum and the Balance Deposit totalling **RINGGIT MALAYSIA THREE HUNDRED AND FIFTEEN THOUSAND (RM315,000-00)** only shall collectively be referred to as "**the Deposit Sum**") has been duly paid by the Purchaser to Purchaser's solicitors (hereinafter referred to as "**Purchaser's Solicitors**") as stakeholder for the benefit of the Property 1 Vendor prior to the execution of the Property 1 SPA and the receipt whereof the Vendor hereby acknowledges being payment of deposit and earnest money and in the event of the completion of the sale and purchase herein as part payment towards the Purchase Price (as hereinafter defined), the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Property at the purchase price of **RINGGIT MALAYSIA THREE MILLION ONE HUNDRED AND FIFTY THOUSAND (RM3,150,000-00)** only (hereinafter referred to as "**the Purchase Price**") free from all charges and encumbrances on an "as is where is" basis but subject to the terms and conditions hereinafter set-forth.

2. **PAYMENT OF BALANCE PURCHASE PRICE**

(a) The Purchaser shall pay the sum of **RINGGIT MALAYSIA TWO MILLION EIGHT HUNDRED AND THIRTY-FIVE THOUSAND (RM2,835,000-00)** only being the balance of the Purchase Price (hereinafter referred to as "**the Balance Purchase Price**") to the Purchaser's Solicitors as stakeholders, within **three (3) months** from the date of the Property 1 SPA (hereinafter referred to as "**the Completion Date**") and the Purchaser's Solicitors are hereby authorised by both parties hereto to utilise the Balance Purchase Price to pay directly to the Existing Chargee such amount as may be owing by the Property 1 Vendor to the Existing Chargee (hereinafter referred to as "**the Redemption Sum**") in order to obtain the original Issue Document of Title to the Property, the duplicate Charge, and the duly executed and stamped Discharge of Charge (hereinafter collectively referred to as "**the Discharge Documents**") in respect of the Property and which said documents shall be deposited with the Purchaser's Solicitors or the Financier's solicitors (hereinafter referred to as "**Financier's Solicitors**") as stakeholders as the case may be pursuant to Clause 4 of the Property 1 SPA.

(b) In the event that the Purchaser shall fail to pay the Balance Purchase Price within the Completion Date, the Property 1 Vendor shall grant to the Purchaser an automatic extension period of **one (1) month** from the expiry of the Completion Date (hereinafter referred to as "**the Extended Completion Date**") in which to pay the Balance Purchase Price PROVIDED ALWAYS THAT the Purchaser shall pay the Property 1 Vendor interest calculated on the Balance Purchase Price or any outstanding balance thereof at the rate of eight per centum (8%) per annum on a day to day basis (hereinafter referred to as "**the Late Payment Interest**").

(c) (i) In the event that the Balance Purchase Price shall be less than the Redemption Sum, the Property 1 Vendor hereby undertakes to deposit with the Purchaser's Solicitors as stakeholders, the difference between the Balance Purchase Price and the Redemption Sum (hereinafter referred to as "**the Excess Redemption Sum**") within seven (7) days from the date of request by the Purchaser's Solicitors or Financier's Solicitors as the case may be, for the Excess Redemption Sum and the Purchaser's Solicitors are hereby authorised to release the Excess Redemption Sum to the Existing Chargee. Any time delayed shall be deemed to be time extended in favour of the Purchaser free of interest and the Completion Date or the Extended Completion Date shall then be extended accordingly free of interest to compensate for the period of delay utilised thereto.

(ii) Notwithstanding the foregoing provision, in the event that the Property 1 Vendor shall still fail to deposit with the Purchaser's Solicitors the Excess Redemption Sum within fourteen (14) days from the date of request by the Purchaser's Solicitors or the Financier's Solicitors as the case may be, or within any extension period agreed to between both parties herein, the Purchaser shall be entitled to terminate the Property 1 SPA and Clause 10 of the Property 1 SPA shall automatically be applicable.

(d) The Property 1 Vendor shall ensure that the redemption statement cum undertaking for the Property is forwarded to the Purchaser's Solicitors or the Financier's Solicitors as the case may be, within fourteen (14) days from the date of the request from the Purchaser's Solicitors or the Financier's Solicitors for the same AND the Discharge Documents are released and delivered to the Purchaser's Solicitors or the Financier's Solicitors as the case may be, within fourteen (14) days from the date of receipt of the Redemption Sum by the Existing Chargee failing which the time delayed shall be deemed to be time extended in favour of the Purchaser free of interest and the Completion Date or the Extended Completion Date shall then be extended accordingly free of interest to compensate for the period of delay utilised thereto.

(e) In the event that the Property 1 Vendor has settled the financing facility with the Existing Chargee from its own funds, the Property 1 Vendor shall appoint the Purchaser's Solicitors to attend to the discharge of charge of the Property and the Purchaser's Solicitors shall then release the Discharge Documents to the Financier's Solicitors within fourteen (14) days from the date of receipt by the Purchaser's Solicitors of the Differential Sum (as defined hereinafter) as stakeholders.

3. DEPOSIT OF DOCUMENTS

(a) The Property 1 Vendor shall simultaneously with the execution of the Property 1 SPA execute the Memorandum of Transfer in favour of the Purchaser (hereinafter referred to as "**the MOT**") and shall deposit the same with the Purchaser's Solicitors as stakeholders for the purpose of adjudication only.

(b) The Property 1 Vendor shall upon execution of the Property 1 SPA deposit the **original** title deed of the Property with the Vendor's Solicitors.

(c) The Property 1 Vendor shall upon execution of the Property 1 SPA deliver or cause to be delivered to the Purchaser's Solicitors of the list of requested following documents as stipulated in the Property 1 SPA.

(d) The Purchaser shall upon execution of the Property 1 SPA deliver or cause to be delivered to the Property 1 Vendor's Solicitors of the list of requested documents as stipulated in the Property 1 SPA.

(e) In the event that the Purchaser is granted the Loan by the Financier to complete the purchase of the Property from the Property 1 Vendor, the Purchaser shall on or before the Completion Date or the Extended Completion Date, as the case may be:-

(i) deposit the difference between the Loan and the Balance Purchase Price (hereinafter referred to as "**the Differential Sum**"), if any, with the Property 1 Vendor's Solicitors as stakeholders; and

(ii) deliver and deposit or cause to be delivered and deposited with the Property 1 Vendor 's Solicitors the original Financier's undertaking, in its prescribed format, in favour of the Vendor to release the Loan in accordance with the provisions of the Property 1 SPA (hereinafter referred to as "**the Financier's Undertaking**").

(f) In the event that the Purchaser is granted the Loan by the Financier to finance the purchase of the Property, the Property 1 Vendor shall within seven (7) working days from the date of receipt of the written request by the Purchaser's Solicitors or the Financier's Solicitors, deliver or cause to be delivered to the Purchaser's Solicitors or the Financier's Solicitors, as the case may be of the list of documents stipulated in the Property 1 SPA (hereinafter collectively referred to as "**the Property 1 Vendor's Documents**").

FAILING WHICH the time delayed shall be deemed to be time extended in favour of the Purchaser free of interest and the Completion Date or the Extended Completion Date shall then be extended accordingly free of interest to compensate for the period of delay utilized thereto.

(g) In the event the Purchaser is a cash buyer, the Property 1 Vendor's Solicitors shall release the **original** title deed of the Property to the Purchaser's Solicitors within seven (7) working days from the date of receipt by the Property 1 Vendor's Solicitors of the Balance Purchase Price as stakeholders, and the Purchaser's Solicitors are authorized to present the original title deed, the MOT together with any relevant documents reasonably required by land Registry/office in effecting the registration of the MOT to the relevant land Registry/office within seven (7) working days from the date of receipt by the Purchaser's Solicitors of the original title deed and the Property 1 Vendor's Documents.

4. <u>PRESENTATION OF THE MEMORANDUM OF TRANSFER AND OTHER DOCUMENTS</u>

Upon the receipt by the Property 1 Vendor's Solicitors of the Balance Purchase Price and the Late Payment Interest (if any) OR upon receipt of the Differential Sum by the Property 1 Vendor's Solicitors as stakeholder, as the case may be, and upon the MOT being duly adjudicated and stamped and upon the Purchaser's Solicitors receiving the original title deed and the Property 1 Vendor's Documents as the case may be, the parties hereto authorise the Purchaser's Solicitors to forthwith present the duly adjudicated and stamped MOT and charge (if any) for registration at the relevant Land Registry/office.

5. **<u>REAL PROPERTY GAINS TAX</u>**

(a) The Parties hereto agree and declare that they will comply with the provisions of the Real Property Gains Tax Act, 1976 (hereinafter referred to as **"the RPGT Act"**) and its amendments thereto and in particular the notification of this transaction shall be made by each party separately in the prescribed form and submitting the same to the Director General of Inland Revenue (hereinafter referred to as "**DGIR**") within Sixty (60) days from the date of the Property 1 SPA.

(b) The Property 1 Vendor hereby declares, represents and warrants that they have acquired the Property for more than five (5) years before the disposal herein, and accordingly no money shall be retained for the purpose of Section 21B of the RPGT Act provided simultaneously with the execution of the Property 1 SPA, a copy of the CKHT 3 duly executed by the Property 1 Vendor shall be forwarded to the Purchaser's Solicitors.

(c) The Property 1 Vendor hereby agrees covenants and undertakes with the Purchaser to pay all tax that may be payable (if any) by the Property 1 Vendor pursuant to the RPGT Act in connection with the sale herein and the Property 1 Vendor hereby further agrees covenants and undertakes to keep the Purchaser fully indemnified against the aforesaid tax liabilities of the Property 1 Vendor including all actions proceedings costs and demand in respect thereof.

6. RELEASE OF BALANCE PURCHASE PRICE

The Parties hereto expressly agree that the Property 1 Vendor's Solicitors are expressly authorised by the parties that upon receipt of the Balance Purchase Price and Late Payment Interest (if any) or part thereof, the Property 1 Vendors' Solicitors shall:-

(i) retain such amount as may be required for the apportionment of outgoings pursuant to the clause in the Property 1 SPA if the same shall remain outstanding;
(ii) pay the pro-rated of the Monthly Rental and the Security Deposit to the Purchaser; and
(iii) release the balance thereof to the Property 1 Vendor upon expiry of fourteen (14) days after the date of presentation of the documents aforesaid in Clause 4 of the Property 1 SPA for registration PROVIDED HOWEVER legal possession of the Property has been delivered to the Purchaser in accordance with Clause 8 of the Property 1 SPA hereof.

7. ENTRY AND WITHDRAWAL PRIVATE CAVEAT

The Purchaser shall upon execution of the Property 1 SPA be entitled at their own costs and expenses to present and register a private caveat against the Property and for the purpose of protecting the Purchaser's interest in the Property and prohibiting any dealing by the Property 1 Vendor in the Property prior to the completion or termination of the Property 1 SPA PROVIDED ALWAYS that the Purchaser hereby irrevocably and unconditionally agrees and covenants with and undertake to the Property 1 Vendor that the Purchaser shall at their own costs and expense forthwith remove or cause to be removed the aforesaid private caveat or private caveats upon any lawful termination of the Property 1 SPA.

8. **DEFAULT BY PURCHASER**

Subject to the Property 1 Vendor having complied with all their obligations herein, it is hereby agreed by the parties hereto that if the Purchaser shall fail to pay the Balance Purchase Price in accordance with the provisions hereof, the Deposit Sum shall be forfeited by the Property 1 Vendor absolutely as agreed liquidated damages and the Property 1 Vendor shall forthwith refund free of interest any other sums received to and on account of the Balance Purchase Price (excluding the agreed liquidated damages) by the Property 1 Vendor from the Purchaser in exchange for the redelivery of vacant possession of the Property (if it has already been delivered), the withdrawal of the private caveat lodged by the Purchaser and/or the Purchaser's Financier and the return of the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title from the Purchaser and whereupon the Property 1 SPA shall terminate and be of no further effect and neither parties hereto shall have any claim against the other and the Property 1 Vendor shall be at liberty to re-sell the Property in such manner as the Property 1 Vendor shall think fit without the necessity of previously tendering/offering to make any sale to the Purchaser.

9. **DEFAULT BY PROPERTY 1 VENDOR**

It is also further agreed between the Parties hereto, if the Property 1 Vendor shall fail to comply with their obligations under the Property 1 SPA to complete the sale herein, the Purchaser shall be entitled to the remedy of specific performance against the Property 1 Vendor and all costs and expenses whatsoever including the solicitor's fees incurred in respect of such action shall be borne and paid by the Property 1 Vendor. In the alternative, the Purchaser shall be entitled at its option to require the Property 1 Vendor to forthwith refund and make such refund of all moneys paid to and on account of the Purchase Price without interest by the Purchaser to the Property 1 Vendor pursuant to the Property 1 SPA together with liquidated damages equivalent to the Deposit Sum in exchange for the redelivery of vacant possession of the Property (if it has already been delivered), the withdrawal of the private caveat lodged by the Purchaser and/or the Financier and the return of the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title from the Purchaser and thereafter the Property 1 SPA shall be treated as terminated and neither party shall have any claims against the other whatsoever.

10. **NON-REGISTRATION OF TRANSFER**

In the event that the transfer of the Property in favour of the Purchaser cannot be registered for any reasons whatsoever save and except where there is any default, wilful neglect, omission or blameworthy conduct on the part of the parties hereto, the Purchaser shall redeliver or cause to be redelivered to the Property 1 Vendor:-

(a) the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title;

(b) a valid and registrable withdrawal of the private caveat duly executed by the Purchaser and/or the Financier on the Property with its requisite registration fees; and

(c) vacant possession of the said Property to the Property 1 Vendor (if the said Property has been delivered to the Purchaser)

in exchange for the refund by the Property 1 Vendor to the Purchaser and/or the Financier (as the case may be), of the full amount of the Purchase Price paid to the Property 1 Vendor in accordance with the provisions of the Property 1 SPA free from interest or compensation whereupon the Property 1 SPA shall be terminated and cease to be of any effect but without prejudice to any legal rights either parties may be entitled against the other in respect of any antecedent breach and the Property 1 Vendor shall be free to deal with the Property in whatsoever manner as the Property 1 Vendor may absolutely deem fit, without having to account to the Purchaser.

11. **REPRESENTATIONS AND WARRANTIES**

The Property 1 Vendor hereby expressly represents and warrants to and undertakes with the Purchaser as follows:-

(a) that the Property 1 Vendor is the registered and beneficial owner of the Property and is not holding the Property in benefit for any other third party;

(b) that the Property 1 Vendor has the full power, ability and authority to execute and deliver and perform the terms of the Property 1 SPA;

(c) that the Property 1 Vendor is not bankrupt nor any bankruptcy proceedings made against them and no litigation or arbitration proceedings is or are presently current or pending or threatened against the Property 1 Vendor which default, litigation or arbitration proceeding as the case may be, might materially affect the Property 1 Vendor's ability to perform the obligation under the Property 1 SPA or frustrate the completion of the transaction hereunder;

(d) that the Property 1 Vendor has not at any time prior to and up to the date hereof entered into any agreements or arrangements whether written or otherwise for the sale, option, licence, easement or right of first refusal in respect of the Property to any person, firm, corporation or body which is still subsisting and which has not been validly and lawfully terminated or rescinded and there is no adverse claims or interests in relation to or affecting the Property;

(e) that the Property 1 Vendor will not from the date hereof without the prior consent of the Purchaser dispose or transfer, assign, sell part with possession of or howsoever deal with the Property or any part thereof, nor execute or cause allow to be executed any further encumbrances whatsoever over the Property or any part thereof;

(f) that the Property 1 Vendor shall do all necessary things and take all necessary steps to preserve and maintain the Property 1 Vendor's rights, title, interest and benefits in the Property so as to enable the same to be transferred absolutely to the Purchaser free from all encumbrances, charges, claims, liens and equities whatsoever, but subject to all restrictions in interest and conditions of title applicable thereto whether express or implied and as may be set out in the individual issue document of title to the Property;

(g) that the Property 1 Vendor has not received any notices from any federal, state and/or local government authority or statutory board which remain outstanding and which will or may prejudice, or adversely affect the present or continued use and enjoyment by which the Property 1 Vendor or their successors in title of the Property of which will or may subject the Property 1 Vendor or their successors in title to any onerous charge or liability, and that the Property 1 Vendor shall immediately give notice to the Purchaser of any such notices, orders or requirements the Property 1 Vendor receives from any federal, and/or local government authority or statutory board at any time after the date of the Property 1 SPA;

(h) that all the express and implied conditions of the title to the Property have been complied with and hereby covenants to indemnify the Purchaser against all liabilities in respect of any breach of the conditions therein including any quit rents, rates, assessments and other lawful outgoings due to the relevant authorities in respect of the said Property prior to the date hereof and the Property 1 Vendor shall not in any time hereafter do or suffer to be done or omitted any act, matter or thing in or in respect of the said Property or any part thereof which will be liable for forfeiture or attachment;

(i) that the Property 1 Vendor shall do or execute all such things, documents and agreements as may be necessary and reasonable required of the Property 1 Vendor by the Financier or the Financier's Solicitors for the completion of the Property 1 SPA;

(j) that the matters set out in the Recitals to the Property 1 SPA are true and correct in all material respects;

AND the Property 1 Vendor confirm that the Purchaser has entered into the Property 1 SPA relying on the above representations, covenants and undertakings and include all the covenants, warranties states in the recital and all the terms and conditions of the Property 1 SPA and that all the representation covenant and undertakings are true and correct and the Property 1 Vendor shall undertake to indemnify the Purchaser for all losses, damages suffered in the event any of the representations, covenants and undertakings as stated in the Property 1 SPA is/are found to be false or incorrect.

12. **REFUND BY THE PROPERTY 1 VENDOR**

Any refund by the Property 1 Vendor to the Purchaser of the Deposit Sum or any other monies received by the Property 1 Vendor from the Purchaser in accordance with the provisions hereinabove shall be made within Fourteen (14) days from the date of receipt of the written notice of the same, failing which interest at the rate of eight per centum (8%) per annum on a day to day basis will be payable by the Property 1 Vendor to the Purchaser which interest shall be calculated from the expiry of the Fourteen (14) days from the date of receipt of the written notice until the date the monies are refunded to the Purchaser.

1. **AGREEMENT TO SELL AND PURCHASE**

(a) In consideration of the sum of:-

(i) **RINGGIT MALAYSIA SIXTY-THREE THOUSAND (RM63,000-00)** only (hereinafter referred to as **"the Earnest Deposit"**) has been duly paid by the Purchaser to the Purchaser's Solicitors as stakeholders prior to the execution of the Property 2 SPA; and

(ii) **RINGGIT MALAYSIA TWO HUNDRED AND FIFTY-TWO THOUSAND (RM252,000-00)** only (hereinafter referred to as "**the Balance Deposit**") now paid by the Purchaser to the Property 2 Vendors upon the execution of the SSA;

(hereinafter the Earnest Deposit and the Balance Deposit totalling **RINGGIT MALAYSIA THREE HUNDRED AND FIFTEEN THOUSAND (RM315,000-00)** only shall collectively be referred to as "**the Deposit Sum**") the receipt whereof the Property 2 Vendors hereby acknowledges being payment of deposit and earnest money and in the event of the completion of the sale and purchase herein as part payment towards the Purchase Price (as hereinafter defined), the Property 2 Vendors hereby agrees to sell and the Purchaser hereby agrees to purchase the Property at the purchase price of **RINGGIT MALAYSIA THREE MILLION ONE HUNDRED AND FIFTY THOUSAND (RM3,150,000-00)** only free from all charges and encumbrances on an "as is where is" basis but subject to the terms and conditions hereinafter set-forth.

(b) The Purchaser's Solicitors shall be authorized to release the Earnest Deposit to the Property 2 Vendors upon the execution of the Property 2 SPA.

2. PAYMENT OF BALANCE PURCHASE PRICE

(a) The Purchaser shall pay the sum of **RINGGIT MALAYSIA TWO MILLION EIGHT HUNDRED AND THIRTY-FIVE THOUSAND (RM2,835,000-00)** only being the balance (hereinafter referred to as "**the Balance Purchase Price**") to the Property 2 Vendors' Solicitors as stakeholders, within **three (3) months** from the date of the Property 2 SPA (hereinafter referred to as "**the Completion Date**").

(b) In the event that the Purchaser shall fail to pay the Balance Purchase Price within the Completion Date, the Property 2 Vendors shall grant to the Purchaser an automatic extension period of **one (1) month** from the expiry of the Completion Date (hereinafter referred to as "**the Extended Completion Date**") in which to pay the Balance Purchase Price PROVIDED ALWAYS THAT the Purchaser shall pay the Property 2 Vendors interest calculated on the Balance Purchase Price or any outstanding balance thereof at the rate of eight per centum (8%) per annum on a day to day basis (hereinafter referred to as "**the Late Payment Interest**").

3. DEPOSIT OF DOCUMENTS

(a) The Property 2 Vendors shall simultaneously with the execution of the Property 2 SPA execute the Memorandum of Transfer in favour of the Purchaser (hereinafter referred to as "**the MOT**") and shall deposit the same with the Purchaser's Solicitors as stakeholders for the purpose of adjudication only.

(b) The Property 2 Vendors shall upon execution of the Property 2 SPA deposit the **original** title deed of the Property with the Property 2 Vendors' Solicitors.

(c) The Property 2 Vendors shall upon execution of the Property 2 SPA deliver or cause to be delivered to the Purchaser's Solicitors of the list of requested following documents as stipulated in the Property 2 SPA.

(d) The Purchaser shall upon execution of the Property 2 SPA deliver or cause to be delivered to the Property 2 Vendors' Solicitors of the list of requested documents as stipulated in the Property 2 SPA.

(e) In the event that the Purchaser is granted the Loan by the Financier to complete the purchase of the Property from the Property 2 Vendors, the Purchaser shall on or before the Completion Date or the Extended Completion Date, as the case may be:-

(i) deposit the difference between the Loan and the Balance Purchase Price (hereinafter referred to as "**the Differential Sum**"), if any, with the Property 2 Vendors' Solicitors as stakeholders; and

(ii) deliver and deposit or cause to be delivered and deposited with the Property 2 Vendors' Solicitors the original Financier's undertaking, in its prescribed format, in favour of the Property 2 Vendors to release the Loan in accordance with the provisions of the Property 2 SPA (hereinafter referred to as "**the Financier's Undertaking**").

(h) In the event that the Purchaser is granted the Loan by the Financier to finance the purchase of the Property, the Property 2 Vendors shall within seven (7) working days from the date of receipt of the written request by the Purchaser's Solicitors or the Financier's Solicitors, deliver or cause to be delivered to the Purchaser's Solicitors or the Financier's Solicitors, as the case may be of the list of documents stipulated in the Property 2 SPA (hereinafter collectively referred to as "**the Property 2 Vendors' Documents**").

FAILING WHICH the time delayed shall be deemed to be time extended in favour of the Purchaser free of interest and the Completion Date or the Extended Completion Date shall then be extended accordingly free of interest to compensate for the period of delay utilized thereto.

(i) In the event the Purchaser is a cash buyer, the Property 2 Vendors' Solicitors shall release the **original** title deed of the Property to the Purchaser's Solicitors within seven (7) working days from the date of receipt by the Property 2 Vendors' Solicitors of the Balance Purchase Price as stakeholders, and the Purchaser's Solicitors are authorized to present the original title deed, the MOT together with any relevant documents reasonably required by land Registry/office in effecting the registration of the MOT to the relevant land Registry/office within seven (7) working days from the date of receipt by the Purchaser's Solicitors of the original title deed and the Property 2 Vendors' Documents.

4. <u>PRESENTATION OF THE MEMORANDUM OF TRANSFER AND OTHER DOCUMENTS</u>

Upon the receipt by the Property 2 Vendors' Solicitors of the Balance Purchase Price and the Late Payment Interest (if any) OR upon receipt of the Differential Sum by the Property 2 Vendors' Solicitors as stakeholder, as the case may be, and upon the MOT being duly adjudicated and stamped and upon the Purchaser's Solicitors receiving the original title deed and the Property 2 Vendors' Documents as the case may be, the parties hereto authorise the Purchaser's Solicitors to forthwith present the duly adjudicated and stamped MOT and charge (if any) for registration at the relevant Land Registry/office.

5. <u>REAL PROPERTY GAINS TAX</u>

(a) The Parties hereto agree and declare that they will comply with the provisions of the Real Property Gains Tax Act, 1976 (hereinafter referred to as **"the RPGT Act"**) and its amendments thereto and in particular the notification of this transaction shall be made by each party separately in the prescribed form and submitting the same to the Director General of Inland Revenue (hereinafter referred to as "**DGIR**") within Sixty (60) days from the date of the Property 2 SPA.

(b) The Property 2 Vendors hereby declares, represents and warrants that they have acquired the Property for more than five (5) years before the disposal herein, and accordingly no money shall be retained for the purpose of Section 21B of the RPGT Act provided simultaneously with the execution of the Property 2 SPA, a copy of the CKHT 3 duly executed by the Property 2 Vendors shall be forwarded to the Purchaser's Solicitors.

(c) The Property 2 Vendors hereby agrees covenants and undertakes with the Purchaser to pay all tax that may be payable (if any) by the Property 2 Vendors pursuant to the RPGT Act in connection with the sale herein and the Property 2 Vendors hereby further agrees covenants and undertakes to keep the Purchaser fully indemnified against the aforesaid tax liabilities of the Property 2 Vendors including all actions proceedings costs and demand in respect thereof.

6. <u>RELEASE OF BALANCE PURCHASE PRICE</u>

The Parties hereto expressly agree that the Property 2 Vendors' Solicitors are expressly authorised by the parties that upon receipt of the Balance Purchase Price and Late Payment Interest (if any) or part thereof, the Property 2 Vendors' Solicitors shall:-

(i) retain such amount as may be required for the apportionment of outgoings pursuant to the clause in the Property 2 SPA if the same shall remain outstanding;
(ii) pay the pro-rated of the Monthly Rental and the Security Deposit to the Purchaser; and
(iii) release the balance thereof to the Property 2 Vendors upon expiry of fourteen (14) days after the date of presentation of the documents aforesaid in Clause 4 of the Property 2 SPA for registration PROVIDED HOWEVER legal possession of the Property has been delivered to the Purchaser in accordance with Clause 8 of the Property 2 SPA hereof.

7. <u>ENTRY AND WITHDRAWAL PRIVATE CAVEAT</u>

The Purchaser shall upon execution of the Property 2 SPA be entitled at their own costs and expenses to present and register a private caveat against the Property and for the purpose of protecting the Purchaser's interest in the Property and prohibiting any dealing by the Property 2 Vendors in the Property prior to the completion or termination of the Property 2 SPA PROVIDED ALWAYS that the Purchaser hereby irrevocably and unconditionally agrees and covenants with and undertake to the Property 2 Vendors that the Purchaser shall at their own costs and expense forthwith remove or cause to be removed the aforesaid private caveat or private caveats upon any lawful termination of the Property 2 SPA.

8. <u>DEFAULT BY PURCHASER</u>

Subject to the Property 2 Vendors having complied with all their obligations herein, it is hereby agreed by the parties hereto that if the Purchaser shall fail to pay the Balance Purchase Price in accordance with the provisions hereof, the Deposit Sum shall be forfeited by the Property 2 Vendors absolutely as agreed liquidated damages and the Property 2 Vendors shall forthwith refund free of interest any other sums received to and on account of the Balance Purchase Price (excluding the agreed liquidated damages) by the Property 2 Vendors from the Purchaser in exchange for the redelivery of vacant possession of the Property (if it has already been delivered), the withdrawal of the private caveat lodged by the Purchaser and/or the Purchaser's Financier and the return of the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title from the Purchaser and whereupon the Property 2 SPA shall terminate and be of no further effect and neither parties hereto shall have any claim against the other and the Property 2 Vendors shall be at liberty to re-sell the Property in such manner as the Property 2 Vendors shall think fit without the necessity of previously tendering/offering to make any sale to the Purchaser.

9. DEFAULT BY PROPERTY 2 VENDORS

It is also further agreed between the Parties hereto, if the Property 2 Vendors shall fail to comply with their obligations under the Property 2 SPA to complete the sale herein, the Purchaser shall be entitled to the remedy of specific performance against the Property 2 Vendors and all costs and expenses whatsoever including the solicitor's fees incurred in respect of such action shall be borne and paid by the Property 2 Vendors. In the alternative, the Purchaser shall be entitled at its option to require the Property 2 Vendors to forthwith refund and make such refund of all moneys paid to and on account of the Purchase Price without interest by the Purchaser to the Property 2 Vendors pursuant to the Property 2 SPA together with liquidated damages equivalent to the Deposit Sum in exchange for the redelivery of vacant possession of the Property (if it has already been delivered), the withdrawal of the private caveat lodged by the Purchaser and/or the Financier and the return of the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title from the Purchaser and thereafter the Property 2 SPA shall be treated as terminated and neither party shall have any claims against the other whatsoever.

10. NON-REGISTRATION OF TRANSFER

In the event that the transfer of the Property in favour of the Purchaser cannot be registered for any reasons whatsoever save and except where there is any default, wilful neglect, omission or blameworthy conduct on the part of the parties hereto, the Purchaser shall redeliver or cause to be redelivered to the Property 2 Vendors:-

(a) the MOT (unless the MOT is required for purposes of refund of stamp duty paid thereon) and the original issue document of title;

(b) a valid and registrable withdrawal of the private caveat duly executed by the Purchaser and/or the Financier on the Property with its requisite registration fees; and

(c) vacant possession of the said Property to the Property 2 Vendors (if the said Property has been delivered to the Purchaser)

in exchange for the refund by the Property 2 Vendors to the Purchaser and/or the Financier (as the case may be), of the full amount of the Purchase Price paid to the Property 2 Vendors in accordance with the provisions of the Property 2 SPA free from interest or compensation whereupon the Property 2 SPA shall be terminated and cease to be of any effect but without prejudice to any legal rights either parties may be entitled against the other in respect of any antecedent breach and the Property 2 Vendors shall be free to deal with the Property in whatsoever manner as the Property 2 Vendors may absolutely deem fit, without having to account to the Purchaser.

11. REPRESENTATIONS AND WARRANTIES

The Property 2 Vendors hereby expressly represents and warrants to and undertakes with the Purchaser as follows:-

(a) that the Property 2 Vendors is the registered and beneficial owner of the Property and is not holding the Property in benefit for any other third party;

(b) that the Property 2 Vendors has the full power, ability and authority to execute and deliver and perform the terms of the Property 2 SPA;

(c) that the Property 2 Vendors is not bankrupt nor any bankruptcy proceedings made against them and no litigation or arbitration proceedings is or are presently current or pending or threatened against the Property 2 Vendors which default, litigation or arbitration proceeding as the case may be, might materially affect the Property 2 Vendors' ability to perform the obligation under the Property 2 SPA or frustrate the completion of the transaction hereunder;

(d) that the Property 2 Vendors has not at any time prior to and up to the date hereof entered into any agreements or arrangements whether written or otherwise for the sale, option, licence, easement or right of first refusal in respect of the Property to any person, firm, corporation or body which is still subsisting and which has not been validly and lawfully terminated or rescinded and there is no adverse claims or interests in relation to or affecting the Property;

(e) that the Property 2 Vendors will not from the date hereof without the prior consent of the Purchaser dispose or transfer, assign, sell part with possession of or howsoever deal with the Property or any part thereof, nor execute or cause allow to be executed any further encumbrances whatsoever over the Property or any part thereof;

(f) that the Property 2 Vendors shall do all necessary things and take all necessary steps to preserve and maintain the Property 2 Vendors' rights, title, interest and benefits in the Property so as to enable the same to be transferred absolutely to the Purchaser free from all encumbrances, charges, claims, liens and equities whatsoever, but subject to all restrictions in interest and conditions of title applicable thereto whether express or implied and as may be set out in the individual issue document of title to the Property;

(g) that the Property 2 Vendors has not received any notices from any federal, state and/or local government authority or statutory board which remain outstanding and which will or may prejudice, or adversely affect the present or continued use and enjoyment by which the Property 2 Vendors or their successors in title of the Property of which will or may subject the Property 2 Vendors or their successors in title to any onerous charge or liability, and that the Property 2 Vendors shall immediately give notice to the Purchaser of any such notices, orders or requirements the Property 2 Vendors receives from any federal, and/or local government authority or statutory board at any time after the date of the Property 2 SPA;

(h) that all the express and implied conditions of the title to the Property have been complied with and hereby covenants to indemnify the Purchaser against all liabilities in respect of any breach of the conditions therein including any quit rents, rates, assessments and other lawful outgoings due to the relevant authorities in respect of the said Property prior to the date hereof and the Property 2 Vendors shall not in any time hereafter do or suffer to be done or omitted any act, matter or thing in or in respect of the said Property or any part thereof which will be liable for forfeiture or attachment;

(i) that the Property 2 Vendors shall do or execute all such things, documents and agreements as may be necessary and reasonable required of the Property 2 Vendors by the Financier or the Financier's Solicitors for the completion of the Property 2 SPA;

(j) that the matters set out in the Recitals to the Property 2 SPA are true and correct in all material respects;

AND the Property 2 Vendors confirm that the Purchaser has entered into the Property 2 SPA relying on the above representations, covenants and undertakings and include all the covenants, warranties states in the recital and all the terms and conditions of the Property 2 SPA and that all the representation covenant and undertakings are true and correct and the Property 2 Vendors shall undertake to indemnify the Purchaser for all losses, damages suffered in the event any of the representations, covenants and undertakings as stated in the Property 2 SPA is/are found to be false or incorrect.

12. REFUND BY THE PROPERTY 2 VENDORS

Any refund by the Property 2 Vendors to the Purchaser of the Deposit Sum or any other monies received by the Property 2 Vendors from the Purchaser in accordance with the provisions hereinabove shall be made within Fourteen (14) days from the date of receipt of the written notice of the same, failing which interest at the rate of eight per centum (8%) per annum on a day to day basis will be payable by the Property 2 Vendors to the Purchaser which interest shall be calculated from the expiry of the Fourteen (14) days from the date of receipt of the written notice until the date the monies are refunded to the Purchaser.