HEXTAR TECHNOLOGIES SOLUTIONS BERHAD ("HEXTECH" OR THE "COMPANY")

PROPOSED DISPOSAL BY HEXTECH OF ITS ENTIRE 100.00% EQUITY INTEREST IN GUPER BONDED WAREHOUSE SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF HEXTECH TO HEXTAR HOLDINGS SDN BHD ("PROPOSED DISPOSAL")

1. INTRODUCTION

On behalf of the Board of Directors of HexTech ("**Board**"), M & A Securities Sdn Bhd ("**M & A Securities**") wishes to announce that HexTech ("**Vendor**") had on 6 August 2026 entered into a conditional share sale agreement ("**SSA**") with Hextar Holdings Sdn Bhd ("**HHSB**" or the "**Purchaser**") for the disposal of its entire 100.00% equity interest in Guper Bonded Warehouse Sdn Bhd ("**GBWSB**") to HHSB for a total cash consideration of RM2.77 million ("**Disposal Consideration**") subject to the terms and conditions stipulated in the SSA ("**Proposed Disposal**").

Under the terms of the SSA, the Purchaser shall on the completion date advance monies to GBWSB equivalent to: (a) the amount owing by GBWSB to HexTech for the purpose of settling and discharging the intercompany advances; and (b) redemption amount of RM35.05 million for the redeemable convertible preference shares ("**RCPS**") issued by GBWSB and held by HexTech which is payable by GBWSB to HexTech for the purpose of redeeming the RCPS. The said advances to be extended by the Purchaser and the Disposal Consideration shall collectively be referred to as the "**Total Cash Proceeds**".

*(The Vendor and the Purchaser shall hereinafter be collectively referred to as the "**Parties**" and individually referred to as a "**Party**".)*

The Proposed Disposal is deemed as a related party transaction by virtue of the interest of the Interested Shareholders (as defined herein) and Interested Director (as defined herein) pursuant to Paragraph 10.08 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Bursa Securities**") ("**Listing Requirements**").

In accordance with Paragraph 10.08(2)(c) of the Listing Requirements, Eco Asia Capital Advisory Sdn Bhd ("**Eco Asia**") has been appointed as the Independent Adviser to advise the non-interested Directors and non-interested shareholders of HexTech in relation to the Proposed Disposal.

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

2. DETAILS OF THE PROPOSED DISPOSAL

The Proposed Disposal entails the disposal by HexTech of its entire 100.00% equity interest in GBWSB comprising 2 ordinary shares ("**Sale Shares**") to HHSB for the Disposal Consideration upon the terms and conditions of the SSA. HexTech has agreed to sell and HHSB has agreed to purchase the entire 100.00% equity interest in GBWSB, free from all encumbrances and include all rights, benefits, advantages, obligations and liabilities attaching to the Sale Shares.

The Disposal Consideration is to be satisfied entirely via cash as follows:

(a) a deposit equivalent to 10.00% of the Disposal Consideration upon execution of the SSA; and

(b) the balance of the Disposal Consideration within 2 months from the date on which the SSA becomes unconditional.

In addition, pursuant to the completion mechanics under the SSA, on the Completion Date (as defined below), the Purchaser shall provide advances to GBWSB approximately to RM35.37 million to facilitate the redemption of the RCPS held by HexTech and the repayment of the intercompany advances owing by GBWSB to HexTech.

Accordingly, the Total Cash Proceeds receivable by HexTech pursuant to the Proposed Disposal are summarised below:

Breakdown of Total Cash Proceeds	**RM**
Disposal Consideration for the Sale Shares	2,768,196
Redemption of RCPS	35,050,000
Repayment of amount due from GBWSB to HexTech	[(i)]318,000
Total Cash Proceeds	**38,136,196**

Note:

(i) For illustrative purpose, based on the latest unaudited management accounts of GBWSB as at 30 June 2026.

Upon completion of the Proposed Disposal, GBWSB will cease to be a wholly-owned subsidiary of HexTech.

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

2.1 Information on the GBWSB

GBWSB is currently a wholly-owned subsidiary of the Company. GBWSB was incorporated in Malaysia as a private limited company on 5 June 2015. Its registered address is at Level 7, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at No. 64, Jalan Bayu Laut 4/KS09, Kota Bayuemas, 41200 Klang, Selangor Darul Ehsan.

GBWSB is principally engaged in investment holding. Its principal asset comprises 5 adjoining parcels of industrial land held under Title Nos. GRN 248843 to GRN 248847, Lot Nos. 60584 to 60588, respectively, all within Bandar Nilai Utama, District of Seremban, state of Negeri Sembilan, with an aggregate land area of approximately 56,231 square metres ("**GBWSB Properties**").

As at 31 July 2026, being the latest practicable date of this announcement ("**LPD**"), the issued share capital of GBWSB is RM35,050,002 comprising of 2 ordinary shares and 1,000 RCPS, all of which are held by HexTech. For the avoidance of doubt, the Proposed Disposal only involves the disposal of the 2 ordinary shares. The RCPS will be redeemed by GBWSB in accordance with the completion mechanics set out in the SSA.

As at the LPD, the directors of GBWSB are Choo Joon Keong and Ronald Khoo Boo Soon. GBWSB does not have any subsidiary, joint venture company or associated company.

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

2.2 Information on the Purchaser

HHSB was incorporated in Malaysia as a private limited company under the Companies Act 1965 on 3 February 2006 and is deemed registered under the Companies Act 2016. HHSB is an investment holding company, whilst its subsidiaries are principally involved in the following business activities:

(a) production, trading, marketing and distribution of pesticide, fertiliser and other industrial chemical products;

(b) property investment holding and management services;

(c) information technology consulting, research and development activities and the provision of laboratory services;

(d) trading and servicing of forklifts;

(e) retailer dealing in food and beverages;

(f) production, trading and wholesale of fruits and related fruit products;

(g) trading of building materials and civil engineering contractor; and

(h) agro-biotechnology and other related new bio-technology products.

As at the LPD, the issued share capital of HHSB is RM44,743,580 comprising 223,717,900 ordinary shares. As at the LPD, the directors and shareholders of HHSB and their respective shareholdings in HHSB are as follows:

	Direct		Indirect	
Director and shareholders	**No. of shares**	**(i)%**	**No. of shares**	**(i)%**
Dato' Ong Choo Meng	144,816,972	64.73	(ii)78,900,928	35.27
Dato' Ong Soon Ho	53,444,328	23.89	(iii)170,273,572	76.11
Shareholder				
Datin Teoh Siew Yoke @ Teoh Siew Chin	25,456,600	11.38	(iv)198,261,300	88.62

Notes:

(i) Based on the issued share capital of HHSB of 223,717,900 ordinary shares.

(ii) Deemed interested by virtue of shares held by his parents.

(iii) Deemed interested by virtue of shares held by his spouse and son.

(iv) Deemed interested by virtue of shares held by her spouse and son.

2.3 Basis and justification in arriving at the Disposal Consideration

The Disposal Consideration was arrived at on a willing-buyer willing-seller basis after taking into consideration, amongst others, the adjusted net tangible assets ("**Adjusted NTA**") of GBWSB of RM2.77 million as at 30 June 2026 and the rationale for the Proposed Disposal as set out in Section 4 of this announcement.

In determining the Adjusted NTA of GBWSB, the Board (save for the Interested Director), has considered, among others, the following:

(a) the market value of the GBWSB Properties as appraised by Laurelcap Sdn Bhd ("**Valuer**"), the independent valuer appointed by HexTech, as set out in its valuation report dated 24 June 2026 ("**Valuation Report**").

In valuing the land, the Valuer adopted the comparison approach as the sole valuation methodology and adjusted the value per square feet based on specific factors affecting the individual land.

The Valuer is of the opinion that the comparison approach is the most appropriate and only applicable methodology in present circumstances for the following reasons:

(i) there is sufficient transaction data on comparable parcels of lands with similar size and tenure, in order to establish a consistent pattern of values;

(ii) there is no approved development order granted by the local council or any proposed development planning as at the date of valuation. Thus, the residual method was not considered appropriate; and

(iii) there is limited or no reliable market evidence of asking rentals for vacant industrial land within the District of Seremban, as such properties are generally acquired for owner-occupation rather than for rental purposes. Accordingly, the investment method was not considered applicable in valuing the GBWSB Properties.

Based on the Valuation Report, the aggregate market value of GBWSB Properties is RM38.50 million, as summarised below:

No.	Title description	Original cost of investment (RM)	Revalued amount (RM)
1.	GRN 248843 for Lot 60584	1,227,793	7,300,000
2.	GRN 248844 for Lot 60585	1,090,563	7,100,000
3.	GRN 248845 for Lot 60586	1,090,563	7,100,000
4.	GRN 248846 for Lot 60587	1,090,563	7,100,000
5.	GRN 248847 for Lot 60588 All within Bandar Nilai Utama, District of Seremban, State of Negeri Sembilan	1,514,980	9,900,000
	Total	**6,014,462**	**38,500,000**

The Board has taken into account the independent market value of the GBWSB Properties as determined by the Valuer in deriving the Adjusted NTA of GBWSB. After taking into account the revaluation of the GBWSB Properties and the corresponding adjustments to the assets and liabilities of GBWSB, the Adjusted NTA of GBWSB as at 30 June 2026 amounted to RM2,768,196, which formed the basis of the Disposal Consideration.

Reconciliation of the Adjusted NTA of GBWSB as at 30 June 2026	**RM**
Net assets of GBWSB as at 30 June 2026 (unaudited)	1,675,688
Add: Adjustment arising from the revaluation gain on the GBWSB Properties[(i)]	3,817,332
Add: Reversal of accrued implicit interest on the redemption of the RCPS	3,224,246
Less: Deferred taxation arising from the revaluation gain on GBWSB Properties	(381,733)
Less: Redemption of RCPS (equity portion)	(5,567,337)
Adjusted NTA of GBWSB	**2,768,196**

Note:

(i) The market value of the GBWSB Properties of RM38.50 million as ascribed by the Valuer represent a surplus of RM3.82 million over net book value of GBWSB Properties as at 30 June 2026 of RM34.68 million.

(b) the rationale as set out in Section 4 of this announcement.

2.3.1 Information on the GBWSB Properties

Title description	:	Title Nos and Lot Nos GRN 248843 for Lot 60584, GRN 248844 for Lot 60585, GRN 248845 for Lot 60586, GRN 248846 for Lot 60587, and GRN 248847 for Lot 60588 All within Bandar Nilai Utama, District of Seremban, State of Negeri Sembilan
Postal address	:	Lot 60584 – Lot 60588, Nilai Industrial Estate, Nilai Inland Port, 71800 Nilai, Negeri Sembilan
Category of land use	:	Perusahaan/Perindustrian
Tenure	:	Interest in perpetuity

Land area	:	Title Nos: land area in square metres; land area in square feet GRN 248843: 11,479; 123,559 GRN 248844: 10,196; 109,749 GRN 248845: 10,196; 109,749 GRN 248846: 10,196; 109,749 and GRN 248847: 14,164; 152,460
Registered proprietor	:	GBWSB
Existing use	:	Vacant
Encumbrances	:	Nil
Express condition	:	Tanah ini hendaklah digunakan untuk tujuan industri (gudang) sahaja
Restriction in interest	:	Tanah yang diberimilik ini tidak boleh dipindahmilik, dipajak, digadai melainkan dengan kebenaran bertulis daripada Pihak Berkuasa Negeri

The location of the GBWSB Properties is depicted in the map below:

2.4 Original cost and date of investment

The original cost and dates of investment in GBWSB by HexTech are as follows:

Date of investment	No. of shares	Original cost of investment (RM)
Ordinary shares		
16 June 2015	2	2
RCPS		
31 March 2023	1,000	35,050,000
	Total	**35,050,002**

2.5 Expected pro forma gain arising from the Proposed Disposal

The Proposed Disposal is expected to result in a pro forma gain to HexTech and its subsidiaries ("**HexTech Group**" or the "**Group**") of RM31.59 million (based on the Disposal Consideration), details of which are set out below:

			RM'000
Disposal Consideration			2,768
Add	:	Realised appreciation on GBWSB Properties	(i)28,668
Add	:	Negative NTA of GBWSB after redemption of RCPS	668
Less	:	Estimated expenses for the Proposed Disposal	(512)
		Pro forma gain from the Proposed Disposal	**31,592**

Note:

(i) The market value of the GBWSB Properties of RM38.50 million as ascribed by the Valuer represent a surplus of RM28.67 million over the net book value of the GBWSB Properties in the consolidated accounts of HexTech Group of approximately RM6.01 million as HexTech Group applies the historical cost model under MFRS 116 and the intra-group acquisition cost is eliminated upon consolidation.

2.6 Liabilities and guarantees

Save for the obligations arising from the SSA, there are no liabilities, including contingent liabilities and guarantees, which will remain with and/or expected to remain with HexTech Group pursuant to the Proposed Disposal.

2.7 Cash Company or affected listed issuer

The Proposed Disposal will not result in HexTech becoming a cash company pursuant to Practice Note 16 or an affected listed issuer under Practice Note 17 as defined under the Main Market Listing Requirements.

3. UTILISATION OF THE TOTAL CASH PROCEEDS

The Company intends to utilise the Total Cash Proceeds in the following manner:

Details of utilisation	**RM'000**	**%**	**Notes**	**Expected time frame for utilisation of proceeds (from the receipt of proceeds)**
Investment in technology business	20,000	52.44	(a)	Within 30 months
Bank borrowings	16,000	41.96	(b)	Within 12 months
General working capital	1,624	4.26	(c)	Within 24 months
Estimated expenses for the Proposed Disposal	512	1.34	(d)	Immediately
Total	**38,136**	**100.00**		

Notes:

(a) The Group intends to utilise up to RM20.00 million of the Total Cash Proceeds to strengthen and expand its technology business as follows:

Investment in technology business	RM'000
Software development, enhancement and maintenance fees of MoneyX, MoneyX Biz and any other future technology applications, including enhancement of existing modules which command better user adoption as well as to revamp and refresh of "Vouchers" module as one of the key channels to acquire new users and driving retention.	5,000
Marketing and brand development expenses for MoneyX, MoneyX Biz and NET7 including Brand Trust & Awareness, Activation and Retention of users via in-app promotional activities, offline channels such as trade show, event booth, production of video, brochures, gift vouchers, banners, prizes, etc.	5,000
Salary and personnel expenses for the technology segment, for Marketing, Partnership, Product, Merchant, Operation, Compliance and Customer Success Department.	10,000
Total	**20,000**

Following its soft launch in October 2023, the MoneyX financial application secured over 720,000 downloads, demonstrating encouraging initial market traction. More recently, the Group introduced NET7, its first AI-powered networking platform designed to facilitate intelligent business networking and task management, further strengthening the Group's digital ecosystem and monetisation strategy. Given that the fintech industry is characterised by high competition and rapid technological advancements, the Group actively manages the risk of obsolescence to ensure long-term operational sustainability. Accordingly, we continuously allocate our development budget toward upgrading existing modules, deploying robust security enhancements and refining the user interface (UI)/user experience (UX). Furthermore, the Company is deeply committed to fortifying brand credibility, expanding market visibility and maximising long-term user stickiness across both its legacy portfolio and newly launched products and services. Consequently, a substantial capital allocation will be directed toward fueling aggressive omni-channel marketing initiatives and investing in a high-caliber human capital framework to secure sustainable, long-term growth.

(b) As at the LPD, the Company's total outstanding bank borrowings amounted to RM21.42 million. The Group intends to utilise approximately RM16.00 million of the Total Cash Proceeds to partially repay its existing bank borrowings, which is expected to reduce the Group's financing costs and result in annual interest savings of approximately RM0.89 million.

(c) The Group intends to utilise approximately RM1.62 million of the Total Cash Proceeds for its general working capital requirements, including procurement of building materials, specifically purchasing items such as steel bar, reinforced concrete pile, cement, fine sand, concrete, plywood, quartz stone, MDF board and others.

(d) The estimated expenses in relation to the Proposed Disposal comprise professional fees, capital gains tax and other ancillary expenses including extraordinary general meeting ("**EGM**") related expenses.

4. RATIONALE AND BENEFITS FOR THE PROPOSED DISPOSAL

The Proposed Disposal is in line with the Group's strategy to unlock the value of its investment in GBWSB and realise the underlying value of the GBWSB Properties. Based on the carrying amount of the Sale Shares as at 30 June 2026, the Proposed Disposal is expected to result in a pro forma gain on disposal of approximately RM31.59 million.

Pursuant to the completion mechanics under the SSA, the Proposed Disposal will enable HexTech to receive the Total Cash Proceeds of approximately RM38.14 million, comprising the Disposal Consideration, the redemption of the RCPS and the repayment of the intercompany advances. The Total Cash Proceeds will strengthen the Group's liquidity and provide the Group with greater financial flexibility to execute its business strategies.

The Group intends to utilise the Total Cash Proceeds to partially repay its existing bank borrowings, invest in the expansion of its technology business and for general working capital purposes. The partial repayment of bank borrowings is expected to reduce the Group's financing costs, while the proposed investment in the technology business is expected to strengthen the Group's digital capabilities, support future business growth and enhance its recurring income base.

In view of the above, the Board (save for the Interested Director) is of the opinion that the Proposed Disposal is in the best interests of HexTech and its shareholders.

5. RISK FACTORS

5.1 Non-completion of the Proposed Disposal

The completion of the Proposed Disposal is conditional upon the fulfilment of the conditions precedent of the SSA as set out in Appendix I of this announcement. In the event that any one or more of the conditions precedent and/or terms is/are not fulfilled by the Parties involved within the stipulated time set out in the SSA, or any breach of the representations or warranties or failure to perform any covenant or agreement by the Parties involved pursuant to the SSA, the Proposed Disposal may be delayed or terminated.

As such, there can be no assurance that the conditions precedent can be fulfilled and the Proposed Disposal can be completed within the time period permitted under the SSA. In addition, should there be a delay or non-completion of the Proposed Disposal, HexTech may not be able to realise the investment gain from the GBWSB Properties as well as the resulting benefits from the proposed utilisation of Total Cash Proceeds as disclosed in Section 3 of this announcement. Notwithstanding the foregoing, HexTech shall endeavor to ensure that the conditions precedent are fulfilled in a timely manner to facilitate the completion of the Proposed Disposal.

6. EFFECTS OF THE PROPOSED DISPOSAL

6.1 Share capital and substantial Shareholders' shareholdings

The Proposed Disposal will not have any effect on the issued share capital and the substantial shareholders' shareholding in the Company as the Proposed Disposal does not involve the issuance of any new shares in the Company.

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

The proforma effects of the Proposed Disposal on the NA and gearing level of the Group based on the latest audited consolidated financial statements of the Group as at 31 March 2026 are as follows:

	Audited as at 31 March 2026 RM'000	(i)After the Proposed Disposal RM'000
Share capital	72,398	72,398
(Accumulated losses)/Retained earnings	(23,011)	8,581
Equity attributable to owners of our Company	**49,387**	**80,979**
Non-controlling interest	(3,922)	(3,922)
Total Equity	**45,465**	**77,057**
No. of Shares in issue ('000)	2,058,384	2,058,384
NA per Share (RM)(ii)	0.02	0.04
Total borrowings (RM)	41,616	41,616
Gearing ratio (times)(iii)	0.92	0.54

Notes:

(i) After accounting for one-off estimated gain from the Proposed Disposal of approximately RM31.59 million.

(ii) Computed based on equity attributable to owners of our Company divided by number of ordinary shares.

(iii) Computed based on total borrowings (including lease liabilities) divided by total equity.

6.3 Loss and loss per share ("LPS")

For illustration purposes, assuming the Proposed Disposal had been completed at the beginning of financial year ended 31 March 2026, the pro forma effects of the Proposed Disposal to the consolidated loss and LPS of the Company are as follows:

	Audited as at 31 March 2026 RM'000	(i)After the Proposed Disposal RM'000
Loss after taxation attributable to the owners of our Company	(37,388)	(5,796)
Number of shares	2,058,384	2,058,384
Basic LPS (sen)	(1.82)	(0.28)

Note:

(i) After accounting for one-off estimated gain from the Proposed Disposal of approximately RM31.59 million.

6.4 Convertible securities

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

7. HIGHEST PERCENTAGE RATIO APPLICABLE TO THE PROPOSED DISPOSAL

Based on the latest audited consolidated financial statements of the Company for the financial year ended 31 March 2026, the highest percentage ratio applicable to the Proposed Disposal pursuant to Paragraph 10.02(g) of the Listing Requirements is 77.22% which is calculated based on the Total Cash Proceeds of RM38.14 million over the consolidated NA of the Group of approximately RM49.39 million as at 31 March 2026.

8. APPROVALS REQUIRED AND CONDITIONALITY

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

(a) the non-interested shareholders of HexTech at an EGM to be convened;

(b) the relevant parties, which form part of the conditions precedent of the SSA as set out in Appendix I of this announcement; and

(c) any other relevant authorities, if required.

The Proposed Disposal is not conditional upon any other corporate exercise of the Company.

9. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED WITH THEM

Save as disclosed below, none of our Directors, major shareholders, chief executive and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Disposal:

(a) Dato' Ong Choo Meng, a major shareholder and Group Chief Executive Officer and Executive Director of the HexTech is deemed interested in the Proposed Disposal by virtue of:

  (i) his interest in HexTech comprising of: (i) his 5.53% direct shareholdings; and (ii) 50.11% indirect shareholdings through his equity interest in Hextar Tech Sdn Bhd ("**HTSB**") and 4.18% indirect shareholdings through his equity interest in HHSB; and

  (ii) him being a major shareholder and director of HHSB, the Purchaser for the Proposed Disposal (64.73% direct shareholdings and 35.27% indirect shareholdings through his parents, Dato' Ong Soon Ho and Datin Teoh Siew Yoke @ Teoh Siew Chin). As such HHSB is a person connected with Dato' Ong Choo Meng;

(b) Dato' Ong Soon Ho, a major shareholder and director of HHSB, is the father of Dato' Ong Choo Meng, a major Shareholder and Group Chief Executive Officer and Executive Director of HexTech. As such, he is a person connected with Dato' Ong Choo Meng;

(c) Datin Teoh Siew Yoke @ Teoh Siew Chin a major shareholder of HHSB, is a mother of Dato' Ong Choo Meng, a major Shareholder and Group Chief Executive Officer and Executive Director of the Company. As such, she is a person connected with Dato' Ong Choo Meng;

(d) HTSB, by virtue of its direct interest in HexTech, is an interested shareholder and Dato' Ong Choo Meng is the sole shareholder of HTSB; and

(e) HHSB, by virtue of its direct interest in HexTech, is an interested shareholder and Dato' Ong Choo Meng, Dato' Ong Soon Ho and Datin Teoh Siew Yoke @ Teoh Siew Chin are the shareholders of HHSB.

(Dato' Ong Choo Meng is referred to as the "**Interested Director**" whilst Dato' Ong Choo Meng, HTSB and HHSB shall collectively be referred to as the "**Interested Shareholders**")

As at the LPD, the shareholdings of the Interested Director, Interested Shareholders and the person connected to them in the Company are as follows:

	Direct		Indirect	
	No. of Shares	**(i)%**	**No. of Shares**	**(i)%**
Dato' Ong Choo Meng	113,915,200	5.53	1,117,360,000	(ii)(iv)54.28
HTSB	1,031,360,000	50.11	-	-
HHSB	86,000,000	4.18	-	-
Dato' Ong Soon Ho	-	-	86,000,000	(iii)(iv)4.18
Datin Teoh Siew Yoke @ Teoh Siew Chin	-	-	86,000,000	(iii)(iv)4.18

Notes:

(i) Based on total number of 2,058,384,000 Shares as at the LPD.

(ii) Deemed interested by virtue of his interest in HTSB and HHSB, respectively pursuant to Section 8(4) of the Companies Act, 2016.

(iii) Deemed interested by virtue of his/her interest in HHSB pursuant to Section 8(4) of the Companies Act 2016.

(iv) As at the LPD, the details of the shareholdings of the shareholders of HTSB and HHSB are as follows:

(i) HTSB

	Direct		Indirect	
	No. of Shares	**(i)%**	**No. of Shares**	**(i)%**
Dato' Ong Choo Meng	250,000	100.00	-	-

Note:

(i) Based on total number of 250,000 ordinary shares as at the LPD.

(ii) HHSB

	Direct		Indirect	
	No. of Shares	**(i)%**	**No. of Shares**	**(i)%**
Dato' Ong Choo Meng	144,816,972	64.73	78,900,928	35.27
Dato' Ong Soon Ho	53,444,328	23.89	170,273,572	76.11
Datin Teoh Siew Yoke @ Teoh Siew Chin	25,456,600	11.38	198,261,300	88.62

Note:

(i) Based on total number of 223,717,900 ordinary shares as at the LPD.

As such, the Interested Director have abstained and will continue to abstain from all deliberations and voting at the relevant resolution pertaining to the Proposed Disposal at the Board meetings.

In addition, the Interested Director and Interested Shareholders will abstain and they have undertaken that they will ensure that persons connected with them will abstain from voting in respect of their respective direct and/or indirect shareholdings in the Company, if any, on the resolution approving the Proposed Disposal at an EGM to be convened.

10. AUDIT COMMITTEE'S STATEMENT

The Audit Committee of the Company, having considered all aspects of the Proposed Disposal (including but not limited to the salient terms of the SSA, basis and justification for the Disposal Consideration, proposed use of the Total Cash Proceeds, rationale for the Proposed Disposal, risk factor and effects of the Proposed Disposal as well as the advice from the Independent Adviser), is of the view that the Proposed Disposal is:

(a) in the best interests of the Company;

(b) fair, reasonable and on normal commercial terms; and

(c) not detrimental to the interest of the non-interested shareholders.

11. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board (save for the Interested Director in relation to the Proposed Disposal), having considered all aspects of the Proposed Disposal (including but not limited to the salient terms of the SSA, basis and justification for the Disposal Consideration, proposed use of the Total Cash Proceeds, rationale for the Proposed Disposal, risk factors and effects of the Proposed Disposal, is of the opinion that the Proposed Disposal is in the best interests of the Company.

12. TENTATIVE TIMETABLE

Subject to all relevant approvals being obtained and the conditions precedent of the SSA being fulfilled and/or waived (as the case may be), the Proposed Disposal is expected to be completed by the 4th quarter of 2026.

13. ADVISERS

M & A Securities has been appointed as the Principal Adviser for the Proposed Disposal.

The Proposed Disposal is deemed a related party transaction under Paragraph 10.08 of the Listing Requirements, in view of the interests of the Interested Director and Interested Shareholders as set out under Section 9 of this announcement.

Accordingly, Eco Asia has been appointed as the Independent Adviser on 23 June 2026 to undertake the following in relation to the Proposed Disposal:

(a) comment as to:

   (i) whether the Proposed Disposal is fair and reasonable in so far as the non-interested shareholders are concerned; and

   (ii) whether the Proposed Disposal is to the detriment of the non-interested shareholders,

   and such opinion must set out the reasons for, the key assumptions made and the factors taken into consideration in forming that opinion;

(b) advise the non-interested shareholders on whether they should vote in favour of the Proposed Disposal; and

(c) take all reasonable steps to satisfy itself that it has a reasonable basis to make the comments and advice in relation to subparagraphs (i) and (ii) above.

14. TRANSACTIONS WITH THE INTERESTED DIRECTOR, INTERESTED SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM FOR THE PRECEDING 12 MONTHS

Save for the Proposed Disposal and recurrent related party transactions for which the Shareholders' mandate has been obtained in the 20th Annual General Meeting of the Company held on 26 August 2025 or which are not subject to disclosure pursuant to Paragraph 10.09(1) of the Listing Requirements, the Group has not entered into any transactions with the Interested Director, Interested Shareholders and/or persons connected with them for the past 12 months up to the date of this announcement.

15. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the SSA and Valuation Report are available for inspection at the registered office of the Company during normal office hours from Monday to Friday (except public holidays) at Level 7, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur for a period of 3 months from the date of this announcement.

This announcement is dated 6 August 2026.

The salient terms of SSA are as follows:

1. Sale and Purchase of Sale Shares

The Company and the Purchaser expressly acknowledge and irrevocably agree that the following shall form the basis of sale:

(a) the purchase consideration has been arrived at on the basis of an arm's length transaction between a willing buyer and a willing seller basis based on the adjusted net tangible assets value of the Company as at 30 June 2026 taking into account the following parameters:

(i) the assets and liabilities of the Company as reflected in the unaudited management account as of 30 June 2026 which includes the indebtedness owing by GBWSB to the Company ("**Indebtedness**");

(ii) adjustment to reflect the reassessed value of the GBWSB Properties based on the valuation report dated 24 June 2026; and

(iii) effect on the redemption of RCPS;

(b) the purchase consideration shall include all rights, benefits, advantages, obligations and liabilities attaching to the Sale Shares, including all dividends or distributions to be declared, made or paid out of profits of the Company after the Completion Date (as defined below);

(c) the Sale Shares shall be free from all encumbrances;

(d) the Company being the registered and beneficial owner of the GBWSB Properties; and

(e) the Purchase Consideration shall constitute the full and final consideration payable to the Vendor in respect of the Sale Shares.

2. Conditions Precedent

The Company and the Purchaser hereby agree that the SSA is conditional upon the fulfilment of the following conditions precedent (each referred to as a "**Condition Precedent**" and collectively referred to as the "**Conditions Precedent**") by the respective parties within 6 months from the date of the SSA or such other date as the Company and the Purchaser may mutually agree in writing ("**Conditional Period**"):

(a) the Company having obtained the necessary approval of its shareholders at a general meeting to be convened for the disposal of the Sale Shares subject to the terms and conditions of the SSA; and

(b) the Purchaser having obtained the necessary approval of its shareholders (if required) for the acquisition of the Sale Shares subject to the terms and conditions of the SSA.

3. Non-fulfillment of Conditions Precedent

In the event that any or all of the Conditions Precedent is/are not obtained or fulfilled in accordance with the SSA (or waived in writing) by the Company and the Purchaser upon expiry of the Conditional Period, the parties shall:

(a) firstly, discuss and mutually agree on an extension of the Conditional Period for the fulfillment of the Conditions Precedent for a period not exceeding 3 months or such other period as the parties may mutually agree;

(b) secondly, if the unfulfilled Conditions Precedent are not fulfilled due to no fault of any parties, to the extent whether such Conditions Precedent are agreed to and can be waived; and

(c) thirdly, in the event the parties are not able to mutually agree on the matters set out in sub-clause (a) and (b) above within 5 business days of the expiry of the Conditional Period,

then either party shall be entitled to give a notice in writing to the other party to terminate the SSA, whereupon all monies paid by the Purchaser shall be refunded by the Company to the Purchaser within 7 business days from the date of the issuance or receipt of the notice to terminate, and thereafter the SSA shall be deemed null and void and of no further effect whatsoever, and none of the parties shall have any claims against the other hereunder for costs, damages, compensation or otherwise, save for any claim arising from any antecedent breach by the parties.

4. Payment of Purchase Consideration

The purchase consideration shall be payable by the Purchaser to the Company in the following manner:-

(a) Upon the execution of the SSA, a sum of **Ringgit Malaysia Two Hundred Seventy Six Thousand Eight Hundred Nineteen and Sixty Cents (RM276,819.60**) only equivalent to 10.00% of the purchase consideration (hereinafter referred to as the "**Deposit**") to the Company. The Deposit shall in the event of the completion of the sale and purchase of the Sale Shares form part payment towards the purchase consideration; and

(b) The balance sum of **Ringgit Malaysia Two Million Four Hundred Ninety One Thousand and Three Hundred and Seventy Six and Forty Cents** only **(RM2,491,376.40**) only equivalent to 90.00% of the purchase consideration (hereinafter referred to as the "**Balance Purchase Consideration**") shall be payable by the Purchaser to the Company within 2 months from the unconditional date of the SSA (hereinafter referred to as the "**Completion Period**").

(c) In the event that the Purchaser is unable to pay the Balance Purchase Consideration within the Completion Period for any reason, the Vendor shall grant to the Purchaser an extension of 1 month from the expiry of the Completion Period to pay the Balance Purchase Consideration (hereinafter referred to as "**the Extended Completion Period**") PROVIDED ALWAYS that the Purchaser shall pay to the Company an interest on the Balance Purchase Consideration or any outstanding balance thereof at the rate of 8.00% per annum calculated on a day to day basis (hereinafter referred to as "**the Late Payment Interest**") from the first day of the Extended Completion Period until the date of actual receipt of payment of such outstanding Balance Purchase Consideration by the Company.

5. Completion

(a) The date on which the Company receives the Balance Purchase Consideration together with the Late Payment Interest (if any) from the Purchaser within the Completion Period or Extended Completion Period, as the case may be, shall be referred to as the "**Completion Date**".

(b) On the Completion Date, the following completion mechanism shall take place:-

(i) the Purchaser shall make payment of the full Balance Purchase Consideration together with the Late Payment Interest (if any) to the Company;

(ii) Simultaneously with the payment of the full Balance Purchase Consideration together with the Late Payment Interest (if any), the Purchaser shall extend to GBWSB an advances comprising of the following sum (collectively referred to as the "**Advances**"):-

(aa) an amount equivalent to the Indebtedness for the purpose of settling and discharging the Indebtedness by GBWSB in favour of the Company; and

(bb) an amount equivalent to the subscription price for the RCPS ("**the RCPS Redemption Sum**") payable by GBWSB to the Company for the purpose of redeeming the RCPS;

and to procure GBWSB to repay the Indebtedness and the RCPS Redemption Sum to the Company on the Completion Date;

(c) Subject always to the Company's receipt of the following in full and cleared funds:-

(i) the payment of the full Balance Purchase Consideration from the Purchaser; and

(ii) the payment of the sum equivalent to the Indebtedness and the RCPS Redemption Sum from GBWSB,

the said solicitors shall be authorised to all of the transfer documents required to effect the transfer of the Sale Shares to the Purchaser/Subject to the compliance of the parties' respective obligations in the SSA, the sale and purchase of the Sale Shares shall be deemed to have been completed on the Completion Date.

6. Termination

In the event of an occurrence of any of the following events, a party shall be in default ("**Defaulting Party**") under any of the following events ("**Event of Default**"):

(a) the commencement against a Defaulting Party of any litigation proceeding under any applicable insolvency law or the approval of a Defaulting Party is granted for the commencement of any such proceeding against it, and such Defaulting Party fails, omits, refuses and/or neglects to settle the proceedings within 21 days of service or deemed service on it of documentary evidence of the commencement of such proceedings;

(b) the acquisition, pursuant to court order or otherwise, by a creditor of a Defaulting Party of any rights with respect to such Defaulting Party's assets, benefits or entitlements if such acquisition shall continue undischarged for a period of 14 days and such Defaulting Party shall not have instituted and diligently prosecuted the necessary legal proceedings for the rescission or discharge of such acquisition; or

(c) the appointment of receivers, managers, liquidators and/or other similar officers over the business, assets or undertaking of any of the Defaulting Party; or

(d) in respect of the Company, the breach by the Defaulting Party of any of its obligations, covenants, representations, warranties and/or undertakings in the SSA or the failure to deliver or procure the delivery of any of the transfer documents in accordance with the provisions of the SSA; or

(e) in respect of the Purchaser, the breach by the Defaulting Party of any of its obligations and/or representations and warranties in the SSA or the failure to make payment of the purchase consideration or any part thereof and/or to make payment of the Advances to GBWSB in accordance with the provisions of the SSA;

whereby in the case of a default or breach which is capable of being remedied, the party not in breach ("**Non-Defaulting Party**") may, by way of written notice to the Defaulting Party, require the Defaulting Party to rectify such default or breach and if the Defaulting Party shall fail to remedy such default or breach within 14 days after receipt of such notice or such longer period as specified in the said notice having regard to the nature of the breach, the Non-Defaulting Party may thereupon by written notice addressed to the Defaulting Party ("**Termination Notice**") forthwith terminate the SSA.

7. Consequences of Default

(a) Company's Default

In the instance of the Company being the Defaulting Party, then the Purchaser shall be entitled to either:

(i) enforce specific performance against the Company and claim damages, costs (including solicitors' legal costs) and expenses incurred by the Purchaser in enforcing the rights herein; or

(ii) forthwith terminate the SSA by giving a Termination Notice to the Defaulting Party whereby the Purchaser shall be entitled to claim a sum equivalent to the Deposit ("**Agreed Damages**") as agreed liquidated damages to the Purchaser and within 10 business days from the Termination Notice:

(aa) the Purchaser shall return all the documents in relation to the Sale Shares to the Company and/or the said solicitors (if the same has been delivered to the Purchaser); and

(ab) in exchange of the Company' receipt of all documents in relation to the Sale Shares, the Company shall refund to the Purchaser free of interest all monies received by the Company pursuant to the SSA (including, but not limited to, the Deposit) and the payment of the Agreed Damages free of interest; and

thereafter the SSA shall be deemed null and void and of no further effect whatsoever, and none of the parties shall have any claims against the others hereunder for costs, damages, compensation or otherwise, save for any claim arising from any antecedent breach by the parties.

(b) Purchaser's Default

In the instance of the Purchaser being the Defaulting Party, then the Company shall be entitled to forthwith terminate the SSA as against the Defaulting Party by giving a Termination Notice to the Defaulting Party whereby the Company shall be entitled to either:-

(i) enforce specific performance against the Purchaser and claim damages costs (including solicitors' legal costs) and expenses incurred by the Company in enforcing the rights herein; or

(ii) forfeit the Deposit ("**Forfeiture Sum**") as agreed liquidated damages and within 10 business days from the Termination Notice:-

(aa) the Purchaser shall return all the documents in relation to the Sale Shares to the Company and/or the said solicitors (if the same has been delivered to the Purchaser); and (ab) in exchange of the Company' receipt of all documents in relation to the Sale Shares, the Company shall refund to the Purchaser all monies received by the Company pursuant to the SSA (after deducting the Forfeiture Sum as agreed liquidated damages to the Company) free of interest; and

thereafter the SSA shall be deemed null and void and of no further effect whatsoever, and none of the parties shall have any claims against the others hereunder for costs, damages, compensation or otherwise, save for any claim arising from any antecedent breach by the parties.

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1. HISTORY AND BUSINESS

GBWSB was incorporated in Malaysia as a private limited company on 5 June 2015. Its registered address at Level 7, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur and business address at No. 64, Jalan Bayu Laut 4/KS09, Kota Bayuemas, 41200 Klang, Selangor Darul Ehsan.

GBWSB is principally engaged in investment holding. Its principal assets are the GBWSB Properties.

2. SHARE CAPITAL AND CONVERTIBLE SECURITIES

As at the LPD, the total paid-up share capital of GBWSB is RM35,050,002.00 comprising of 2 ordinary shares and 1,000 RCPS.

3. DIRECTORS, SHAREHOLDERS AND RCPS HOLDER

As at the LPD, the directors, shareholders and RCPS holder of GBWSB and their respective interests in GBWSB are as follows:

	Direct		Indirect	
Directors	**No. of shares**	**%**	**No. of shares**	**%**
Choo Joon Keong	-	-	-	-
Ronald Khoo Boo Soon	-	-	-	-
Shareholder				
HexTech	2	(1)100.00	-	-
RCPS holder				
HexTech	1,000	(2)100.00	-	-

Notes:

(1) Based on the 2 ordinary shares issued by GBWSB.

(2) Based on the 1,000 RCPS issued by GBWSB.

4. SUBSIDIARIES AND ASSOCIATED COMPANIES

As at the LPD, GBWSB does not have any subsidiary, joint venture company or associated company.

5. HISTORICAL FINANCIAL INFORMATION

A summary of the financial information of GBWSB for the audited financial year ended 31 March ("**FYE**") 2024 to FYE 2026 and the unaudited financial period ended 30 June 2026 ("**FPE 2027**") as well as unaudited financial period ended 30 June 2025 ("**FPE 2026**") are as follows:

	Audited			**Unaudited**	
	FYE 2024	**FYE 2025**	**FYE 2026**	**FPE 2026**	**FPE 2027**
	RM	**RM**	**RM**	**RM**	**RM**
Revenue	-	-	-	-	-
Gross profit ("**GP**")	-	-	-	-	-
Loss before tax ("**LBT**")	(1,094,650)	(1,169,441)	(1,251,428)	(25,446)	(24,734)
Loss after tax ("**LAT**")	(1,094,658)	(1,169,450)	(1,251,437)	(25,446)	(24,734)
Share capital	2	2	2	2	2
Shareholders' equity / Net asset ("**NA**")	4,121,310	2,951,860	1,700,423	2,926,413	1,675,688
Cash and bank balances	3,132	1,088	52,647	414	1,302
Total borrowings	-	-	-	-	-
No. of ordinary shares	2	2	2	2	2
GP margin (%)	-	-	-	-	-
LBT margin (%)	-	-	-	-	-
LAT margin (%)	-	-	-	-	-
LPS (RM)	(547,329)	(584,725)	(625,719)	(12,723)	(12,367)
NA per share (RM)	2,060,655	1,475,930	850,212	1,463,207	837,844
Gearing ratio (times)	-	-	-	-	-
Current ratio (times)	0.53	0.25	0.18	0.28	0.08

Commentaries

Comparison between FYE 2024 VS FYE 2025

GBWSB generated no revenue from the GBWSB Properties in both FYE 2025 and FYE 2024. However, the LAT was higher in FYE 2025 as compared to FYE 2024, mainly attributable to higher quit rent and assessment and implicit interest expenses accrued on RCPS.

Comparison between FYE 2025 VS FYE 2026

GBWSB remained dormant in FYE 2026. The wider LAT in FYE 2026 was mainly driven by increased implicit interest expenses accrued on RCPS, legal and valuation fees incurred for the proposed disposal of GBWSB Properties to Widad Group Berhad, which was subsequently terminated by mutual agreement on 16 June 2026.

Comparison between FPE 2026 VS FPE 2027

Consistent year-on-year financial results.