PWF CORPORATION BHD
ACQUISITION OF SHOP-OFFICES

1. INTRODUCTION

The Board of Directors of **PWF CORPORATION BHD.** ("**Company**" or "**PWF**") wishes to announce that the Company via its wholly owned subsidiary, **PWF TIMBERHILL SDN. BHD. (Company No.: 201601002519 (1173445-P)), ("PWF Timberhill"),** its property investment arm, had on 26 September 2025 entered into fourteen (14) Sale and Purchase Agreements (**"SPAs"**) to acquire all that fourteen (14) units of Shop-Offices (**"the Properties"**) for a total consideration of Ringgit Malaysia Twenty Seven Million Eight Hundred Thousand (RM27,800,000) only (**"Total Purchase Price"**) from TWL USJ HEIGHTS SDN BHD (formerly known as Tinta Heights Development Sdn Bhd) (Company No. 202201012754 (1458451-D)) (**"TWL"** or **"Vendor"**) a company incorporated in Malaysia with its place of business at Wisma TWL, 19, Jalan Melaka, 50100 Kuala Lumpur (**"Acquisition"**).

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

2. DETAILS OF THE ACQUISITION

Subject to the terms and conditions of SPAs, PWF Timberhill agreed to purchase and Vendor agreed to sell the Properties at the purchase consideration, the details of which are as follows:

No.	Particulars of the Properties	Purchase Price (RM)
1.	All that parcel of freehold land known as Lot 1 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318433, PT 35901, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a three (3) storey shop-office (corner unit)	2,584,000.00
2.	All that parcel of freehold land known as Lot 2 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318434, PT 35902, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
3.	All that parcel of freehold land known as Lot 3 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318435, PT 35903, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00

No.	Particulars of the Properties	Purchase Price (RM)
4.	All that parcel of freehold land known as Lot 4 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318436, PT 35904, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
5.	All that parcel of freehold land known as Lot 5 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 31843, PT 35905, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
6.	All that parcel of freehold land known as Lot 6 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318438, PT 35906, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
7.	All that parcel of freehold land known as Lot 7 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318439, PT 35907, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
8.	All that parcel of freehold land known as Lot 8 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318440, PT 35908, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
9.	All that parcel of freehold land known as Lot 9 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318441, PT 35909, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
10.	All that parcel of freehold land known as Lot 10 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318442, PT 35910, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00

No.	Particulars of the Properties	Purchase Price (RM)
11.	All that parcel of freehold land known as Lot 11 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318443, PT 35911, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
12.	All that parcel of freehold land known as Lot 12 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318444, PT 35912, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
13.	All that parcel of freehold land known as Lot 13 and measuring approximately 1,551.2 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318445, PT 35913, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a two (2) storey shop-office (intermediate unit)	1,886,000.00
14.	All that parcel of freehold land known as Lot 14 and measuring approximately 1,689.09 square feet in area in a commercial development provisionally known as "TWL AVENUE, USJ" erected on Individual Title H.S.(D) 318446, PT 35914, Mukim Damansara, Daerah Petaling, Negeri Selangor together with a three (3) storey shop-office (corner unit)	2,584,000.00
	Total	27,800,000

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

2.1 Information on the Property

The Vendor has obtained the planning permission from the relevant authorities to develop the commercial development provisionally known as **TWL AVENUE, USJ** (or such other name as may be approved by the relevant authorities) in such phase or phases the Vendor deem fit and includes such amendments as may from time to time be made by the Vendor and approved by the relevant Authorities, in accordance with the Layout Plan.

2.2 Information on Vendor

The Vendor is a private limited company incorporated in Malaysia on 7 April 2022 and it is a wholly-owned subsidiary of TWL Holdings Berhad.

The principal activity of the Vendor is property development.

The directors and shareholders of the Vendor are as follows:

Directors:

i. Dato' Tan Wei Lian
ii. Tan Lee Chin

Shareholders:

Name of registered shareholder	Number of Ordinary Shares held	% of Ordinary Shares held
TWL Holdings Berhad	3,000,000	100
Total	3,000,000	**100**

2.3 Basis of Arriving at the consideration

The Total Purchase Price of RM27.8 million was arrived at on a "willing-buyer willing-seller" basis after taking into consideration a verbal indicative market value of the Properties from a financial institution as well as the Independent Valuer, LaurelCap Sdn Bhd's valuation dated 24 July 2025, which was undertaken by the Vendor.

2.4 Mode of settlement

In accordance with the terms and conditions of the SPAs, the purchase consideration shall be satisfied in the following manner: -

i) 10% upon signing of SPAs; and
ii) balance of 90% shall be made through the progressive payments based on the stage of works completed by the Vendor, in accordance with the SPAs.

2.5 Source of funding

The Total Purchase Price for the Acquisition will be satisfied in cash and funded through a combination of internally generated funds of the PWF Group and bank borrowings, the proportion of which will be determined at a later date.

2.6 Liabilities to be assumed

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

3. RATIONALE AND BENEFITS OF THE ACQUISITION

The Acquisition is undertaken mainly for investment purpose. The properties are located in a strategic and growing commercial area and supported by ongoing infrastructure developments and increasing demand for retail and office space in the vicinity. It is expected to generate stable rental income and offer potential for capital appreciation.

4. RISK FACTORS

The risk factors relating to the Acquisition include, but are not limited to the following:

4.1 Completion risk

The completion of the Acquisition is subject to the fulfilment of the terms and conditions and the performance by the relevant parties of their respective obligations within the stipulated timeframe as set out in the SPAs. There is no assurance that the Acquisition can be completed within the time period permitted under the respective SPAs. If any of the terms and conditions of the SPAs is not fulfilled within the stipulated timeframe set out in the SPAs, the SPAs may be terminated. Consequently, the Acquisition will not be completed and the potential benefits arising thereon may not be materialised.

Notwithstanding the above, the PWF Timberhill endeavours to take all reasonable steps within its control to ensure timely completion of the Acquisition.

4.2 Regulatory approvals required

The Vendor has obtained the regulatory approvals, including but not limited to the planning permission and building plan for the construction of the Properties. Vendor shall procure the issuance of the Certificate of Completion and Compliance thereon.

Nevertheless, the PWF Timberhill endeavours to ensure timely completion of the construction of the Properties.

4.3 Risk of non-fulfillment of obligations

The Acquisition is subject to the terms and conditions as stipulated in the SPAs. PWF Timberhill may be subjected to certain contractual risks such as payment of liquidated damages as a result of non-fulfillment of its obligations under the SPAs.

Nevertheless, the PWF Timberhill endeavours to ensure full compliance in relation to fulfillment of its part of the obligation under the SPAs.

4.4 Risk of termination

There is no assurance that the Acquisition can be completed within the time period as stipulated in the SPAs and there is no assurance that the SPAs would not be terminated, whether in accordance with the terms and conditions of the SPAs or otherwise.

Notwithstanding the above, the PWF Timberhill endeavours to take all reasonable steps within its control to ensure timely completion of the Acquisition.

5. EFFECTS OF THE ACQUISITION

5.1 Issued share capital and substantial shareholders' Shareholdings

The Acquisition will not have any effects on the issued and paid-up share capital and substantial shareholders' shareholdings of PWF as the Acquisition does not involve any issuance of new ordinary shares in PWF ("PWF Share(s)" or "Share(s)").

5.2 Net assets ("NA"), NA per Share, gearing, earnings and earnings per Share ("EPS")

As mentioned in Section 2.5 of this announcement, the purchase consideration will be funded through a combination of internally generated funds of the Group and bank borrowings.

Based on the audited consolidated Statement of Financial Position of the Group and on the assumption that the Acquisition has been effected on the date, the proforma effects of the Acquisition on PWF's NA, gearing and EPS are set out below: -

	As at 31-12-2024	After Acquisition
	RM ('000)	RM ('000)
Share Capital	131,907	131,907
Reserves	269,980	269,980
Total Shareholders' Fund	401,887	401,887
NA per ordinary share (RM)	1.27	1.27
Total borrowings (RM)	76,174	95,634
Gearing (times)	0.19	0.24
EPS (sen)	9.31	9.31

6. DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS

None of the Directors, major shareholders and persons connected to Directors and/or major shareholders of the Company has any interest, direct or indirect, in the Acquisition.

7. APPROVAL REQUIRED

The Acquisition is not subject to the approval of the shareholders of the Company or any other governmental authorities.

8. HIGHEST PERCENTAGE RATIO

Based on the Total Purchase Price and PWF's audited consolidated financial statements for the financial year ended 31st December 2024, the highest percentage ratio applicable to the Acquisition pursuant to Paragraph 10.02(g) of Main Market Listing Requirements of Bursa Malaysia Securities Berhad is approximately 6.92%, calculated based on Total Purchase Price as compared with NA of the Company for the financial year ended 31st December 2024.

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

None of the Directors, major shareholders of the Company and/or persons connected with them have any interest, directly or indirectly, in the Acquisition.

10. DIRECTORS' STATEMENT

The Board, having considered all aspects of the Acquisition including but not limited to the rational and benefits of the Acquisition, basis and justification for the purchase price, the salient terms of the SPAs, and the effects of the Acquisition, is of the opinion that the Acquisition is in the best interest of the Company.

11. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the construction of the Properties is expected to be ready for vacant possession within thirty-six (36) months from the date of the SPAs, , provided that payment of the Total Purchase Price has been made in full to the Vendor in accordance with the terms and conditions stipulated in the SPAs and all other monies due and payable under the SPAs has been made, and that PWF Timberhill has faithfully observed and performed all of the terms and conditions therein contained, the Acquisition is expected to be completed then.

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the SPAs are available for inspection at the registered address of PWF at Suite 12A, Level 12, Menara Northam, No. 55, Jalan Sultan Ahmad Shah, 10050 George Town, Penang, during the normal office hours from 9.00 a.m. to 5.00 p.m. from Mondays to Fridays (except public holidays) for a period of 3 months from the date of this announcement.

This announcement is dated 26th day of September 2025

SALIENT TERMS OF SPAs

The salient terms of SPAs are set out below:

1. **Sale and purchase of the Properties**
   The Vendor agrees to sell, and the PWF Timberhill agrees to purchase the Properties with vacant possession, free from all encumbrances, charges, liens and caveats free from any conditions other than those imposed by the provisions of the SPAs and subject to such express and/or implied conditions contained in and endorsed in individual document of title to be issued for the Property and as may be imposed by the relevant authorities, for purchase consideration upon the terms and conditions of the SPAs.

2. **Payment of consideration**
   PWF Tmberhill shall upon execution of the SPAs pay the aggregate sum of RM2.78mil being 10% of the purchase price ("Deposit") and thereafter, payment of the balance purchase price is payable progressively, according to the stages of construction, as certified by the architect.

3. **Default by Vendor**
   Provided always that PWF Timberhill shall comply with all the terms and conditions of SPAs, in the event of delay in delivery of vacant possession, the Vendor shall be liable to pay liquidated damages at the rate of ten per cent (10%) per annum of the purchase price, calculated on a daily basis.

4. **Default by PWF Timberhill**
   Provided always that Vendor shall comply with all the terms and conditions of SPAs, if PWF Timberhill shall fail to pay the balance purchase price (or part thereof which has not been paid), the late payment interest and/or any other sum due and owing by the due date, PWF Timberhill shall be deemed to have breached the terms and conditions of SPAs and in which events the Vendor may annul the SPAs subject to notice requirements. In such event, the Vendor may forfeit 10% of the purchase price.