SKYGATE SOLUTIONS BERHAD
Registration No: 200601023136 (742890-W)

Type	**:**	**ANNOUNCEMENT**
Subject	**:**	**TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS): NON RELATED PARTY TRANSACTIONS**
Description	**:**	**SKYGATE SOLUTIONS BERHAD ("SKYGATE" or "COMPANY")** **- PROPOSED DISPOSAL OF FACTORY BUILDING LOCATED AT PLOT 1-A, LINTANG KAMPUNG JAWA, MK. 12, NFTZ BAYAN LEPAS, 11900 BAYAN LEPAS, PULAU PINANG HELD UNDER PN 2003, LOT 9591, MUKIM 12, DAERAH BARAT DAYA, PULAU PINANG. ("PROPERTY") BY A SUBSIDIARY OF THE COMPANY, SKYGATE INTEGRATION SDN. BHD. (FORMERLY KNOWN AS LEADER RANGE TECHNOLOGY SDN. BHD.) ("SKYGATE INTEGRATION") ("PROPOSED DISPOSAL")**

1. INTRODUCTION

The Board of Directors of SkyGate Solutions Berhad ("**SkyGate**" or the "**Company**") wishes to announce that a subsidiary of the Company, SkyGate Integration Sdn. Bhd. (formerly known as Leader Range Technology Sdn. Bhd.) (hereinafter referred to as "**SkyGate Integration**" or "**Vendor**") has on 28 October 2025 entered into a conditional Sale and Purchase Agreement ("**SPA**") with Ambu Sdn. Bhd. ("**Ambu**" or "**Purchaser**") for the disposal of the following Property for a total consideration of Ringgit Malaysia Thirty-Nine Million and Eight Hundred Thousand (RM39,800,000.00) only ("**Consideration**") subject to the terms and conditions as stipulated in the SPA.

Description of Property: -

Factory building located at Plot 1-A, Lintang Kampung Jawa, Mk. 12, NFTZ Bayan Lepas, 11900 Bayan Lepas, Pulau Pinang held under PN 2003, Lot 9591, Mukim 12, Daerah Barat Daya, Pulau Pinang ("**Property**").

2. DETAILS OF THE PROPOSED DISPOSAL

2.1 Background information

(i) Information on SkyGate Integration

SkyGate Integration is a subsidiary of SkyGate where SkyGate holds ninety-eight percent (98%) of its equity interest, and Sharp Capital Sdn. Bhd. holds two percent (2%) of its equity interest respectively. The Directors are Ong Chee Fui, Goh Kiang Teng and Tay Seng Chew.

SkyGate Integration was incorporated in Malaysia in October 2004 as a private limited company.

SkyGate Integration is principally engaged as designers and developers of universal single-in line package testing equipment, automated testing machine for wireless module/device and related components.

(ii) Information on the Purchaser

Ambu is a wholly-owned subsidiary of Ambu A/S, a medical technology Danish company founded in 1937 and listed on NASDAQ Copenhagen, that develops, produces, and sells medical devices to hospitals, clinics, and rescue services worldwide.

Ambu was incorporated in Malaysia in March 1995 as a private limited company.

Ambu is principally engaged in manufacturing of medical devices.

As at date of the SPA, the composition of the board of directors of the Purchaser are as follows:-

(i) Teh Lay Hoon
(ii) Goh Beng Hock
(iii) Henrik Skak Bender
(iv) Graziela Chaluppe Dos Santos Malucelli

As at the date of the SPA, the total number of issued shares of Ambu is 92,600,000 ordinary shares and the substantial shareholder of Ambu is as follows: -

Substantial Shareholder	**No. of Shares**	**% of Shareholding**
Ambu A/S	92,600,000	100

(iii) Information on the Property

Brief Description of Property being disposed	:	Factory building located at Plot 1-A, Lintang Kampung Jawa, Mk. 12, NFTZ Bayan Lepas, 11900 Bayan Lepas, Pulau Pinang held under PN 2003, Lot 9591, Mukim 12, Daerah Barat Daya, Pulau Pinang.
Registered Owner of the Property	:	SkyGate Integration
Existing use	:	Manufacturing
Tenure	:	Leasehold until 3 March 2042
Total Land area	:	7,308 square metres
Approximate age of building	:	54 years
Original cost of Property	:	RM15,200,000
Date of such purchase	:	25 April 2017
Audited net book value based on latest audited financial statements for year ended 31 December 2024	:	RM19,000,000
Encumbrances	:	Currently charged to Public Bank Berhad

2.2 Description of the Business Carried On

Manufacture of high-tech products and the delivery of engineering-related services and support. It includes the fabrication of complex industrial automation systems, high-precision machined parts, and sheet metal components.

2.3 The Manner in which the Consideration will be satisfied

SkyGate Integration and the Purchaser have agreed that the Consideration will be payable as follows: -

a. Earnest Deposit of Ringgit Malaysia Seven Hundred Ninety-Six Thousand (RM796,000.00) only being two percent (2.0%) of the Consideration, has been paid to the Purchaser's Solicitors, Messrs Ghazi & Lim as stakeholders on 14 August 2025, prior to the signing of the Letter of Confirmation for Sale dated 25 August 2025 ("**Letter of Confirmation**"), and to be retained as part of the retention sum for Real Property Gains Tax ("**RPGT**") upon the execution of the formal SPA.

b. Balance Deposit of Ringgit Malaysia Three Million One Hundred and Eighty-Four Thousand (RM3,184,000.00) only being eight percent (8.0%) of the Consideration, upon execution of the SPA, shall be payable as follows:-

   i. to the Purchaser's Solicitors as stakeholders, the balance RPGT retention sum of Ringgit Malaysia Three Hundred and Ninety-Eight Thousand (RM398,000.00) only (being one percent (1.0%) of the Consideration); and
   ii. the sum of Ringgit Malaysia Two Million Seven Hundred and Eighty-Six Thousand (RM2,786,000.00) only) to the Vendor's Solicitors as stakeholders, who are authorised to retain the sum of Ringgit Malaysia One Million Three Hundred and Seventy-Five Thousand (RM1,375,000.00) only for payment of RPGT and to release the balance of Ringgit Malaysia One Million Four Hundred and Eleven Thousand (RM1,411,000.00) only to SkyGate Integration within three (3) working days from the Unconditional Date, the date on which all the conditions precedent as stipulated in the SPA are fulfilled.

c. Balance Consideration of Ringgit Malaysia Thirty-Five Million Eight Hundred Twenty Thousand (RM35,820,000.00) only being ninety percent (90.0%) of the Consideration, shall be payable as follows: -

   i. to the Vendor's Solicitors as stakeholders, the sum of Ringgit Malaysia Fifteen Million Nine Hundred and Twenty Thousand (RM15,920,000.00) only being forty percent (40.0%) of the Consideration ("**First Payment**"), on or before 31 December 2025 ("**First Payment Deadline**"), and in the event the redemption sum is less than the Second Payment, the Vendor's Solicitors shall be authorised to release the First Payment to the Vendor within three (3) working days after the payment date of First Payment, or receipt of redemption statement by the Purchaser's Solicitors, whichever is later. If the First Payment is not made by the First Payment Deadline, the Purchaser shall pay late payment interest of 8% per annum on the unpaid portion of First Payment calculated on a daily basis from 14 January 2026 until the date of actual payment;
   ii. the sum of Ringgit Malaysia Nineteen Million Nine Hundred Thousand (RM19,900,000.00) only being fifty percent (50.0%) of the Consideration ("**Second Payment**") to the Vendor within 90 days from the Unconditional Date ("**Completion Period**").

Upon expiration of the Completion Period, if any amount remains unpaid in respect of the Balance Consideration, an automatic extension is granted for a period up to thirty (30) days ("**Extended Completion Period**") at an interest rate of Eight percent (8.0%) per annum calculated on a daily basis

2.4 Justification and basis for determining the Purchase Consideration

The Consideration for the Property of Ringgit Malaysia Thirty Nine Million and Eight Hundred Thousand (RM39,800,000.00) had been negotiated between Purchaser and the Vendor in consideration of the prevailing market conditions and on a willing-buyer willing-seller basis after taking into consideration the strategic location of the Land. No valuation was carried out by SkyGate Integration in this Proposed Disposal.

2.5 Salient terms of the SPA

The salient terms and conditions of the SPA include, amongst others, the following: -

(A) Agreement for SPA

(i) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property for the Consideration.

(B) Salient Conditions Precedent: -

(i) This transaction is conditional upon the following Conditions Precedent having been fulfilled:

i. the Vendor obtaining the written consent from the Penang Development Corporation ("**PDC**") for the disposal and transfer of the Property by the Vendor to the Purchaser, the approval fee of which, shall be borne by the Vendor ("**PDC Consent**"), within one (1) month from the date of receipt by the Vendor's Solicitors the documents and particulars required for the application of PDC Consent;

ii. the Purchaser obtaining the written approval of the Penang State Authority for the acquisition of the Property by a foreign company pursuant to Section 433B of the National Land Code, at the sole cost and expense of the Purchaser ("**Foreigner Consent**"); and

iii. the Vendor obtaining the written approval of the Penang State Authority for the disposal and transfer of the Property from the Vendor to the Purchaser, at the sole cost and expense of the Vendor ("**State Authority's Consent**"), within three (3) months from the date of the Foreigner Consent.

(C) Vacant Possession

(i) Vacant possession of the Property shall be delivered to the Purchaser within three (3) working days from the date the Vendor's Solicitors receive the First Payment ("**Delivery Date**").

(ii) The Purchaser shall be permitted to commence renovation works immediately upon the Delivery Date, notwithstanding that the sale and purchase of the Property has not yet been completed, and to use the Property as the Purchaser deems fit provided that the Purchaser be responsible for the maintenance of the Property, such as the security, lift maintenance and fire safety equipment, and shall further be liable for the care of all and every authorised person present during the course of the renovation works or its use of the Property or any part thereof by the Purchaser or its consultants, employees, workers or agents.

2.6 Liability Remained

There will not be any liabilities, including contingent liability and guarantee which remain with or to be assumed by SkyGate Integration or the Company arising from the Proposed Disposal.

3. RATIONALE AND PROSPECTS OF THE PROPOSED DISPOSAL

The Proposed Disposal will generate capital to reinvest in high-growth projects, strategically positioning the Group for enhanced profitability.

4. RISK FACTORS

4.1 The Proposed Disposal is conditional upon the fulfillment of the Conditions Precedent in the SPA. There is no assurance that the Conditions Precedent will be obtained or fulfilled. Nevertheless, the Company will use its best endeavours to procure the Conditions Precedent in a timely manner to ensure that parties proceed with the completion of the Proposed Disposal.

5. EFFECTS OF THE PROPOSED ACQUISITION

5.1 Share Capital and shareholdings of the Substantial Shareholders

The Proposed Disposal will not have any effect on the issued and paid-up share capital and the shareholdings of substantial shareholders of the Company as it does not involve any issuance of new ordinary shares in SkyGate.

5.2 Earnings, net assets and gearing

5.2.1 Earnings per Share
The Proposed Disposal is not expected to have any material effect on the earnings per share of the Company for the financial year ending 31 December 2025.

5.2.2 Net Assets per Share and Gearing

The Proposed Disposal will not have any material effect on the net assets per share.

5.3 Highest Percentage Ratio

The highest percentage ratio, applicable to the Proposed Disposal as per Paragraph 10.02(g) of Chapter 10 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad is approximately 14.50%, based on the audited financial statements of the Company for the financial year ended 31 December 2024.

6. APPROVALS REQUIRED

The Proposed Disposal is not subject to the Company's shareholders' approval but is subject to PDC Consent, Foreigner Consent and State Authority's Consent.

7. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSON CONNECTED TO THEM

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

8. DIRECTORS' RECOMMENDATION

The Board of Directors, having considered all relevant aspects of the Proposed Disposal, including amongst others, the Consideration, rationale, effects, risk factors, salient terms of SPA is of the opinion that the Proposed Disposal is in the best interest of SkyGate and its Group.

9. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances, the Board expects the Proposed Disposal to be completed by July 2026.

10. DOCUMENTS AVAILABLE FOR INSPECTION

The SPA is available for inspection at the Registered Office of SkyGate at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Penang during normal working hours from Monday to Friday (except public holiday) for a period of 3 months from the date of this announcement.

This announcement is dated 28 October 2025.