SUNSURIA BERHAD ("SUNSURIA" OR THE "COMPANY")

AMENDED AND RESTATED AGREEMENTS

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*(Unless otherwise defined, defined terms used in this announcement shall carry the same meanings as those defined in the announcement dated 10 December 2025 in relation to the Proposals ("**Announcement**").)*

1. INTRODUCTION

Further to the Announcement, on behalf of the Board, RHB Investment Bank wishes to announce that Sunsuria has, on 16 January 2026, entered into:

(i) an amended and restated shares sale and purchase agreement ("**Amended and Restated SSPA**") with the Vendors to amend and restate the provisions of the SSPA in their entirety; and

(ii) an amended and restated shareholders' agreement ("**Amended and Restated SHA 2025**") with Transworld and Suez Capital to amend and restate the provisions of the SHA 2025 in their entirety.

(collectively referred to as the "**Amended and Restated Agreements**")

Pursuant to the Amended and Restated Agreements, the parties had mutually agreed to amend certain clauses relating to the repayment of the Vendors' shareholders' advances to allow KLCG the flexibility to procure funding from financiers or the Company for the repayment of the Vendors' shareholders' advances.

2. SUMMARY OF THE AMENDMENTS

The salient amendments to the SSPA and SHA 2025, as set out in the Amended and Restated Agreements, are as follows:

(i) Amended and Restated SSPA

Pursuant to the Amended and Restated SSPA, Section 6 of the salient terms of the SSPA, as set out in **Appendix IV** of the Announcement, has been amended as follows:

"6. Repayment of Vendors' Advances

6.1 Upon completion of the sale and purchase of the Sale Shares on the Completion Date and to ensure that KLCG's shareholders' advances are adjusted based on the shareholders' shareholding proportions as at the Completion Date, from the Completion Date:

(a) KLCG shall procure funding from financiers or Sunsuria for the repayment of:

(i) a sum equivalent to the shareholders' advances made by Suez Capital, Yedor and Yeoh Ah Tu to KLCG as of 31 October 2025 ("Principal Amount") together with the interest accrued on the Principal Amount. The Principal Amount and the interest accrued on the Principal Amount shall collectively be referred to as the "Vendors' Repayment Sum"; and

(ii) the accrued interest payable by KLCG to Suez Capital, Yedor and Yeoh Ah Tu on the Principal Amount for the period commencing from 31 October 2025 until the date of full repayment of the Vendors' Repayment Sum to each of Suez Capital, Yedor and Yeoh Ah Tu ("Additional Accrued Interest"),

based on the shareholding proportions of the shareholders of KLCG as at the Completion Date in the following manner:-

(1) the portion of the Vendors' Repayment Sum due and payable to Suez Capital (inclusive of any advances contributed by Suez Capital on behalf of Scenic Starhill) with respect to the Sale Shares sold to Sunsuria shall be repayable in full within twenty-four (24) months from the Completion Date;

(2) any Additional Accrued Interest with respect to the Vendors' Repayment Sum shall be paid by KLCG to Suez Capital every six (6) months after the Completion Date until full settlement of the Vendors' Repayment Sum;

(3) the portion of the Vendors' Repayment Sum due and payable to Yedor and Yeoh Ah Tu with respect to the Sale Shares sold to Sunsuria shall be repayable in full within nine (9) months from the Completion Date; and

(4) any Additional Accrued Interest with respect to the Vendors' Repayment Sum shall be paid by KLCG to Yedor and Yeoh Ah Tu every six (6) months after the Completion Date until full settlement of the Vendors' Repayment Sum.

It is acknowledged by the parties that any amount to be repaid by KLCG to Suez Capital shall be based upon the percentage of Sale Shares disposed of by each of Suez Capital (29.75%) and Scenic Starhill (1.25%) to Sunsuria.

(b) It is further agreed by the parties that notwithstanding the accrued interest on the Principal Amount computed as of 31 October 2025 ("Accrued Interest"), Sunsuria shall procure KLCG to pay to Suez Capital, Yedor and Yeoh Ah Tu:-

(i) an interest on the Principal Amount or any unpaid balance amount thereof; and

(ii) the Additional Accrued Interest,

at a rate of four percent (4%) per annum or at the interest rate determined by KLCG to be payable to its shareholders at the prevailing time, whichever is higher. The aggregate sum of the Vendors' Repayment Sum (including the Accrued Interest) and the Additional Accrued Interest shall be paid by KLCG to each Vendor no later than the last day of the respective repayment period stipulated in item 6.1(a) above.

6.2 It shall be the obligation of Sunsuria as the major shareholder of KLCG on the Completion Date to ensure and procure KLCG to make payment of the Vendors' Repayment Sum (including the Accrued Interest) and the Additional Accrued Interest to the respective Vendors in accordance with item 6.1(a) above.

6.3 Notwithstanding anything to the contrary under this item 6, it is hereby acknowledged that the Vendors' Repayment Sum shall be updated on the Completion Date, and to the extent that the Vendors' Repayment Sum shall differ from the actual amount contributed by Suez Capital, Yedor and Yeoh Ah Tu on the Completion Date, the parties hereby agree that the reference to the "Vendors' Repayment Sum" shall be construed or replaced accordingly with the actual amount contributed by the Vendors as of the Completion Date."

(ii) Amended and Restated SHA 2025

Pursuant to the Amended and Restated SHA 2025, Section 3.4.2 of the salient terms of the SHA 2025, as set out in **Appendix V** of the Announcement, has been amended as follows:

"3.4 Shareholders' Repayment Sum

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3.4.2 When the Shareholders' Repayment Sum is expected to be fully repaid in any particular month, and Sunsuria is required to repay, it shall contribute accordingly to achieve the Agreed Proportions, whereupon the Adjustment of Shareholders Advancement shall be deemed completed."

Save for the above amendments, all other terms and conditions of the SSPA and SHA 2025 are restated in the Amended and Restated SSPA and Amended and Restated SHA 2025, respectively. The Amended and Restated Agreements shall supersede and replace the SSPA and SHA 2025 in their entirety.

3. DOCUMENTS AVAILABLE FOR INSPECTION

A copy each of the Amended and Restated SSPA and Amended and Restated SHA 2025 will be made available for inspection at the registered office of the Company at Suite 8, Main Tower, Sunsuria Avenue, Persiaran Mahogani, Kota Damansara PJU 5, 47810 Petaling Jaya, Selangor Darul Ehsan during normal business hours from Monday to Friday (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 16 January 2026.