ASPEN (GROUP) HOLDINGS LIMITED

Company Registration No.: 201634750K
(Incorporated in the Republic of Singapore)

ENTRY INTO DEFINITIVE AGREEMENT BY ASSOCIATED COMPANY WITH RAILWAY ASSETS CORPORATION

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1. INTRODUCTION

The Board of Directors (the "**Board**") of Aspen (Group) Holdings Limited (the "**Company**" and together with its subsidiaries, "**Aspen**") refers to the Company's announcements dated 11 November 2024, 16 January 2025,10 March 2025, 25 March 2025, 25 April 2025, 29 May 2025, 29 August 2025, 3 March 2026, 30 April 2026 and 26 May 2026 ("**Announcements**") in relation to the entry into a legally binding Heads of Agreement ("**HOA**") by the Company's associated company, Rivanis Ventures Sdn. Bhd. ("**RVSB"**) with Perbadanan Aset Keretapi (Railway Assets Corporation) ("**RAC**").

Unless otherwise defined, all capitalised terms used in this announcement shall bear the same meanings as ascribed to them in the Announcements.

The Board is pleased to announce that RVSB has on 11 June 2026 entered into the Definitive Agreement (the "**Agreement**") with RAC for the sale and development of the lands comprising part of the land held under HSD 28162 known as Lot 286, lands held under GRN 157615 and GRN 157616 known as Lot 65 and Lot 67, all within the town of Prai, Seberang Perai Tengah, Pulau Pinang respectively and measuring a total land area of approximately 34.839 acres ("**Development Land**") (the "**Proposed Acquisition and Development**").

2. SALIENT TERMS OF THE AGREEMENT

2.1 Proposed Development

Under the Agreement, RVSB and RAC agreed for a mixed development to be carried out on the Development Land in phases over an estimated period of seven (7) years, comprising the following:

(a) Construction of not less than 338 units of affordable homes in accordance with *Rumah Mampu Milik Kategori C3* (Affordable Housing Category C3) specifications established by the State Government of Penang ("**338 RMM**") on part of the Development Land;

(b) Relocation of the current occupiers of the Development Land to such number of 338 RMM allocated for such occupiers; and

(c) Construction of other residential and commercial units on the overall Development Land.

(collectively, the "**Proposed Development**")

2.2 Transfer of Land Titles

The land titles to the Development Land shall be transferred to RVSB as follows:

(a) RAC shall transfer the title of the land on which the 338 RMM are constructed, subject to RVSB obtaining the Certificate of Completion and Compliance of the 338 RMM; and

(b) RAC shall upon receipt of the relevant payments transfer the corresponding titles of the Development Land, in accordance with the payment terms and stages stated in the schedule of payment in Item 2.3 below, provided that RVSB shall have completed the earthwork and piling for the construction of the 338 RMM prior to the transfer of any corresponding titles of Development Land.

2.3 RAC's Entitlement

As consideration, RVSB shall provide RAC with the following returns estimated at RM156,490,002.00 in total:

(a) Cash return to RAC in the sum of RM54,100,000.00 ("**Cash Return**"); and

(b) The 338 RMM estimated to be at the cost of RM102,390,002.00, taking into account the construction cost and costs associated with the temporary relocation of the current occupiers on the Development Land.

Additional cash return will be payable if the plot ratio of the Proposed Development exceeds 1:4 with an estimated net floor area ("**NFA**") worth RM25.00 per square foot, for the surplus ratio above the ratio of 1:4 of the NFA.

The Cash Return shall be paid by RVSB to RAC as follows:

No.	Cash Return Payment Stages	Terms
1.	Advance Payment	Advance Payment in the sum of Ringgit Malaysia One Million and Eighty-Two Thousand (**RM1,082,000.00**) only, equivalent to 2% of the Cash Return paid upon execution of the HOA.
2.	First Payment	The sum of Ringgit Malaysia Four Million Seven Hundred and Twenty-Two Thousand (**RM4,722,000.00)** only, to be paid on the 12th month from the date of the Agreement.
3.	Second Payment	The sum of Ringgit Malaysia Nine Million One Hundred Twenty-Seven Thousand Eight Hundred Sixty-One and Thirty-One Sen (**RM9,127,861.31)** only, to be paid on the 24th month from the date of the Agreement, after which the title of approximately 8.000 acres of land shall be

		transferred to RVSB.
4.	Third Payment	The sum of Ringgit Malaysia Eleven Million Eight Hundred Fifty-Four Thousand Thirty-One and Forty Sen (**RM11,854,031.40**) only, to be paid on the 36th month from the date of the Agreement, after which the title of approximately 6.351 acres of land shall be transferred to RVSB.
5.	Fourth Payment	The sum of Ringgit Malaysia Twenty-Seven Million Three Hundred Fourteen Thousand One Hundred Seven and Thirty Sen (**RM27,314,107.30**) only, to be paid on the 84th month from the date of the Agreement after which the title of approximately 14.634 acres of land shall be transferred to RVSB.

2.4 <u>RVSB's Entitlement</u>

In consideration of RVSB agreeing to perform and observe its obligations under the Agreement, RVSB shall be entitled to:

(a) all units constructed on the Development Land pursuant to the Proposed Development, save for the 338 RMM, of which RVSB shall have absolute right and interest in all such units and the liberty to sell and otherwise deal with such units in such manner as RVSB deems fit; and

(b) in the event the adjacent land comprising part of Lot 286 and Lot 287 measuring a total land area of approximately 19.547 acres ("**Remaining Land**") becomes available for development, RVSB shall be granted a first right of refusal to purchase and/or develop the Remaining Land.

2.5 <u>Corporate Guarantee</u>

The Company's wholly owned subsidiary, Aspen Vision Development Sdn. Bhd. ("**AVD**"), and Kerjaya Prospek Group Berhad ("**KPGB**") will provide a corporate guarantee, on a joint and several basis, to RAC to guarantee the payment of monies payable by RVSB to RAC under the Agreement and ensure the timely and complete execution of the 338 RMM in accordance with the Agreement.

2.6 <u>Conditions Precedent</u>

The Agreement is conditional upon the fulfilment of the following conditions within twelve months from the date of the Agreement:

(a) RAC shall obtain the relevant authority approval of the master plan for the Proposed Development with plot ratio not less than 1:5 and the conversion of the zoning category of the Development Land for mixed development at the costs of RVSB.

(b) RVSB shall increase its share capital to at least RM1,000,000.00 only.

(c) RVSB shall obtain the approval from the shareholders of AVD and KPGB at their respective general meeting (as applicable) for RVSB for the Proposed Acquisition and Development.

(collectively, "**Conditions Precedent**")

In the event any of the Conditions Precedent shall be refused or rejected or approved upon terms and conditions not acceptable to either RVSB or RAC, either party may in its sole option, elect to accept the same, appeal against the same, or resubmit its application for such Condition Precedent.

In the event any of the Conditions Precedent are not fulfilled (including any appeals relating thereto), the Agreement shall be terminated and all monies paid by RVSB towards the account of the Cash Return shall be refunded to RVSB, free of interest, within forty-five (45) days from the date of receipt of such a termination notice from either party.

3. CONSIDERATION

The consideration estimated at RM156,490,000.00 for the Proposed Acquisition and Development was determined based on a combination of the outcome of an open tender vide Request for Proposal ("**RFP**") process conducted by RAC (as disclosed in the Company's announcement dated 11 November 2024) and subsequent arm's length and commercial negotiations between RVSB and RAC on a willing-buyer willing-seller basis, after taking into consideration: (i) the development potential of the Development Land; (ii) the estimated construction costs of the RMM; (iii) costs associated with the relocation of the current occupiers of the Development Land; and (iv) prevailing market conditions.

4. RATIONALE FOR THE PROPOSED ACQUISITION AND DEVELOPMENT

The Board is of the view that the Proposed Acquisition and Development represents a broadening of Aspen's development portfolio within Penang mainland. The Development Land, measuring approximately 34.839 acres, is strategically located with connectivity to key commercial and residential hubs such as Butterworth, Bukit Mertajam and Penang Island via the Penang Bridge. It also offers direct access from the northern region through the North-South Expressway.

Perai is located within the Northern Corridor Economic Region (NCER), one of Malaysia's key economic development zones, which continues to benefit from government-led infrastructure investments and industrial growth initiatives. The Development Land is in close proximity to Penang Sentral, a major transportation hub which would serve as the mainland terminus of the Mutiara Light Rail Transit (LRT) Line currently under construction. Together with the upcoming Juru-Sungai Dua Elevated Highway, these developments would further enhance the accessibility and connectivity of the Development Land, reinforcing its long-term development prospects.

The Board also notes that the affordable housing component of the Proposed Development builds upon Aspen's demonstrated expertise in delivering high-rise affordable residential projects. The Proposed Acquisition and Development reflects Aspen's continued commitment to community-centric and sustainable developments while focusing on long-term value creation for shareholders.

The rationale and benefits of the Proposed Acquisition and Development are consistent with those disclosed in the Company's announcement dated 11 November 2024 and the Board reaffirms that the Proposed Acquisition and Development is in the best interests of the Company and its shareholders.

5. SOURCE OF FUND

The Proposed Acquisition and Development will be funded through capital contributions by RVSB's shareholders and bank facilities.

6. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION AND DEVELOPMENT

The Proposed Acquisition and Development is not expected to have any material impact on the consolidated net tangible assets and earnings per share of Aspen for the financial year ending 30 June 2026. Aspen does not expect any significant contributions for the Proposed Acquisition and Development for the financial year ending 30 June 2026.

7. INTEREST OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the directors or the controlling shareholders of the Company (other than in their capacity as Directors or shareholders of the Company) has any interests, direct or indirect in the Proposed Acquisition and Development.

8. CAUTIONARY STATEMENT

Shareholders and potential investors should exercise caution when trading in the shares of the Company as the Agreement is subject to, amongst others, the fulfillment of the Conditions Precedent. In the event of any doubt as to the action they should take, Shareholders should consult their stockbrokers, solicitors, accountants or other professional advisers.

9. FURTHER UPDATES

The Company will make further announcements to keep shareholders and potential investors informed, as and when there are further updates pertaining to the above matter, or, if there are any material developments.

BY ORDER OF THE BOARD
Aspen (Group) Holdings Limited

Dato' Murly Manokharan
President and Group Chief Executive Officer
11 June 2026