

**ENTRY INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH ANG POH GUAN FOR THE PROPOSED ACQUISITION OF FINEBUILD HOLDINGS PTE. LTD.**

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**1. INTRODUCTION**

The board of directors (the “**Board**”) of Metech International Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company had, on 6 August 2025, through its wholly-owned subsidiary, Metech Dynamics Pte. Ltd. (“**MDY**”), entered into a non-binding memorandum of understanding (the “**MOU**”) with Mr. Ang Poh Guan (“**Mr. Ang**” or the “**Vendor**”), the sole shareholder and director of Finebuild Holdings Pte. Ltd. (“**Finebuild**”) for the proposed acquisition of the entire issued and paid up share capital of Finebuild (the “**Proposed Acquisition**”).

**2. INFORMATION ON FINEBUILD AND THE VENDOR**

Finebuild is an exempt private company incorporated in the Republic of Singapore on 3 July 2018 of which its principal activity is as an investment holding company. Finebuild wholly-owns 54 Pandan Road Pte. Ltd., which was incorporated in the Republic of Singapore on 3 July 2018 (the “**Subsidiary**”). The Subsidiary holds a private lot A3008025 at 54 Pandan Road, Singapore 609292, comprising a newly constructed four-story factory (“**Property**”), which was issued its temporary occupation permit in November 2024.

Mr. Ang is the sole shareholder and director of Finebuild, and is currently a substantial shareholder of the Company, holding 11,966,500 shares in the existing paid-up and issued share capital of the Company, representing approximately 6.38% of the Company as at the date of the entry into the MOU. Mr. Ang is the Chief Executive Officer and Executive Director as well as the controlling shareholder of FBS Global Limited (“**FBS**”), a Singapore-based company listed on the NASDAQ, that is a green building contractor and an established interior fit-out specialist with a track record of over 20 years in building projects.

**3. RATIONALE FOR THE ENTRY INTO THE MOU**

The Company is of the view that the entry into the MOU to pursue the Proposed Acquisition is in the best interest of the Company taking into account, among others, the following:

- (i) the Company has recently expanded into the food waste and health supplement business in the current financial year, and requires an industrial facility to support its key business activities, including office operations, warehousing, and/or production functions. The consolidation of operations at a single site is expected to enhance operational efficiency, facilitate better communication, and improve cost management;
- (ii) the Property is located in an area with strong long-term growth and investment potential. The Company views the Proposed Acquisition as a strategic move to secure a critical operational asset while positioning the Company to benefit from potential future capital appreciation arising from the Property. In addition, the Proposed Acquisition is expected to strengthen the Company’s brand positioning and perceived value in both local and regional

markets in the mid to long term. The Proposed Acquisition may also serve as a platform for further collaboration and development of new business opportunities between the Company and FBS, including potential joint ventures, product development initiatives or market expansion; and

- (iii) as the Property may include excess space beyond the Company's immediate operational requirements, the Company intends to lease the surplus space to third-party tenants, which is expected to generate additional recurring rental income which will enhance the Group's overall revenue and asset utilisation efficiency.

#### 4. TERMS OF THE PROPOSED ACQUISITION

- (i) **Purchase Consideration** – The indicative purchase consideration for the Proposed Acquisition is expected to be not more than S\$14.5 million, subject to discussions and negotiations between the Vendor and the Company based on the findings during the course of the due diligence process.
- (ii) **Payment Terms** – The terms of payment shall be discussed and agreed upon between the Vendor and the Company, which shall be included in a definitive agreement to be entered in due course.
- (iii) **Due Diligence** – The Vendor shall provide reasonable assistance in facilitating MDY's due diligence on Finebuild and the Subsidiary, including but not limited to, financial and legal due diligence, until the termination or expiration of this MOU in accordance with its terms and conditions. The entry into a definitive agreement shall be subject to the due diligence results being satisfactory to MDY.

The definitive terms and conditions of the Proposed Acquisition will be negotiated and mutually agreed upon between the Company and the Vendor at a later stage.

#### 5. OTHER SALIENT TERMS OF THE MOU

Pursuant to the terms of the MOU, both the Company and the Vendor shall deal exclusively with each other and not to do anything with any other party that prejudices (or might reasonably be expected to prejudice) the prospects of the Proposed Acquisition that is contemplated in the MOU.

The MOU shall be effective upon the date of signing by both the Company and the Vendor, and will have an initial duration of six (6) months, unless terminated by writing by either the Company or the Vendor. The MOU shall be superseded upon entry into a subsequent definitive agreement(s) between the Company and the Vendor. The MOU may also be terminated with a written notice of one (1) month from either the Company or the Vendor.

The MOU is governed by and construed in accordance with the laws of Singapore.

#### 6. FINANCIAL EFFECTS

The MOU is not expected to have a material impact on the net tangible assets per share of the Company and the earnings per share of the Company for the current financial year ending 31 December 2025. In the event that there is material impact, the Company will make a separate announcement on its financial impact in due course.

## 7. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed in this announcement, none of the directors and substantial shareholders of the Company have any interest, direct or indirect, in this MOU, other than through their respective shareholdings in the Company, if any.

The Company will make further announcements upon the entry into of a definitive agreement and/or when there are material developments in respect of the Proposed Acquisition.

## 8. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company. Shareholders and potential investors should note that the entry into this MOU may or may not lead to the entry of further definitive agreement(s) with the relevant parties. There is no certainty or assurance that any definitive agreement(s) will be entered into. Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

By Order of the Board of Directors of  
**Metech International Limited**

Pang Wei Hao  
Executive Director and Chief Executive Officer

6 August 2025

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*This announcement has been reviewed by the Company's sponsor, Novus Corporate Finance Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**Exchange**") and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.*

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