



ASPEN (GROUP) HOLDINGS LIMITED
Company Registration No.: 201634750K
(Incorporated in the Republic of Singapore)

**ENTRY INTO CONDITIONAL JOINT VENTURE AND SHAREHOLDERS' AGREEMENT
BY ASPEN VISION TANJUNG SDN. BHD.**

1. INTRODUCTION

- 1.1 The Board of Directors (the **"Board"**) of Aspen (Group) Holdings Limited (the **"Company"**) and together with its subsidiaries, **"Aspen"**) is pleased to announce that the Company's wholly owned indirect subsidiary, Aspen Vision Tanjung Sdn. Bhd. (**"AVT"**) has on 1 July 2025, entered into a conditional Joint Venture Agreement (**"JVA"**) and into a conditional Share Subscription and Shareholders' Agreement (**"SSHA"**) with Kerjaya Prospek Ventures Sdn. Bhd. (**"KPV"**) and Tanjung Bungah Development Sdn. Bhd as the special purpose vehicle (**"SPV"**) for the purpose of jointly developing on two pieces of freehold land situated in Tanjung Bungah, Penang, Malaysia (the **"Land"**), wherein KPV and AVT (collectively, the **"Parties"**) will hold 60% and 40% of shares in the SPV respectively (the **"Proposed Joint Venture"**).
- 1.2 The Company intends to convene an extraordinary general meeting (**"EGM"**) to seek the approval of shareholders of the Company (**"Shareholders"**) for the Proposed Joint Venture. Further information on the Proposed Joint Venture will also be set out in a circular to be issued by the Company to the Shareholders in due course, for the purpose of obtaining the approval of Shareholders in respect of the Proposed Joint Venture at the EGM to be convened (the **"Circular"**). The EGM will allow Shareholders to consider, and if thought fit, to approve the Proposed Joint Venture.

2. INFORMATION ON THE LAND

- 2.1 The Land consists of two pieces of freehold lands held under Geran No. 2396, Lot No. 2601 measuring approximately 9,114.2332 square metres and Geran No. 13575, Lot No. 3603 measuring approximately 9,118 square metres, both situated in Bandar Tanjung Bungah, Daerah Timor Laut, Negeri Pulau Pinang. As at the date of this announcement, HH Distribution Sdn. Bhd. (**"HHD"**) is the registered and beneficial owner of the Land.
- 2.2 Pursuant to the terms of the Sale and Purchase Agreement between the Company's wholly owned indirect subsidiary, Aspen Vision Development Sdn. Bhd. (**"AVD"**) and HHD dated 30 December 2013 and supplemented on 18 March 2014, 10 September 2015, 1 July 2016, 14 December 2016, 19 April 2017 and followed by the Supplemental Agreement dated 1 July 2025 (as disclosed in a separate announcement made by the Company on even date) (collectively referred to as, the **"Sale Agreements"**) in relation to the Land:
- (a) AVT has been nominated by AVD as its nominee to be named in the memorandum of transfer of the Land;

(b) AVT shall pay the agreed land price of RM117,000,000.00 to HHD ("**Land Price**") in the manner as follows:

- (i) by way of cash payment to HHD in the amount of RM105,000,000.00 ("**Cash Payment**"); and
- (ii) by way of transfer of properties to HHD or its nominee valued at RM12,000,000.00 in the mixed-development project to be developed on the Land ("**Development Project**") ("**In-Kind Payment**");

2.3 As at the date of this announcement, AVT has paid HHD a total of RM53,000,000.00 towards the Land Price, leaving an outstanding balance of RM52,000,000.00 of Cash Payment ("**Balance Cash Payment for the Land**") and RM12,000,000 In-Kind Payment to paid in accordance with the terms of the Sale Agreements.

3 INFORMATION ON THE PARTIES

3.1 Information on KPV¹

- (a) KPV is a wholly-owned indirect subsidiary of Kerjaya Prospek Group Berhad ("**KPGB**"). KPV is incorporated in Malaysia on 7 May 2025 with an issued and paid-up share capital of RM100.00 comprising 100 ordinary shares, as at the date of this announcement. KPGB and KPV are principally engaged in the construction of high-end commercial and high-rise residential buildings, property development and manufacturing of lighting and kitchen solutions. The shares of KPGB are presently listed and quoted on the Main Market of Bursa Malaysia Securities Berhad.
- (b) To the best knowledge of the Board, KPV is not related to the Directors or controlling Shareholders of the Company and their respective associates save and except that, as disclosed in KPGB's announcement to Bursa Malaysia dated 1 July 2025 in respect of the Proposed Joint Venture, Dato' Seri Tee Eng Ho ("**DSTEH**") and Dato' Tee Eng Seng ("**DTES**"), the major shareholders of KPGB by virtue of their shareholdings in Javawana Sdn. Bhd., holds 2.22% shares in the Company via a company jointly controlled by DSTEH and DTES.

3.2 Information on AVT

AVT is a wholly-owned subsidiary of the Company. AVT is a private limited company incorporated in Malaysia on 6 December 2013 with an issued and paid-up capital of RM18,600,000.00 comprising 18,600,000 ordinary shares, as at the date of this announcement. The shares of AVT are indirectly wholly held by the Company. AVT is principally engaged in the business of property development. For further details, please refer to the annual report of the Company for the financial year ended 30 June 2024 ("**FY2024**").

¹ The information set out in section 3.1 is based solely on information provided by KPV and KPGB and has been confirmed by KPV and KPGB. In respect of such information, the Company has not independently verified the accuracy and correctness of the same and the Company's responsibility is limited to ensuring that such information has been accurately and correctly extracted and reproduced in this announcement in its proper form and context.

4 INFORMATION ON SPV

The SPV is a company incorporated under the laws of Malaysia and has an issued and paid-up share capital of RM100.00 comprising 100 ordinary shares (“OS”). As at the date of this announcement, KPV is the registered and beneficial owner of the 100 OS in the SPV.

5 PRINCIPAL TERMS OF THE JVA

5.1 Joint Venture

The joint venture is undertaken for the Parties to collaborate and pool their resources, expertise and capabilities through the SPV for the purpose of acquiring, holding, developing, completing and realising the Development Project. Pursuant to the JVA, the Parties agree to enter into a SSHA to subscribe the shares in the SPV and regulate the relationship between the parties.

5.2 SPV as Transferee of the Land

AVT shall nominate the SPV as the transferee of the Land in lieu of AVT.

5.3 SPV's Obligations

In consideration of AVT nominating the SPV to be the transferee of the Land, the SPV shall:

- (a) pay AVT RM60,029,907.00 (the “**Aggregate Sum**”) comprising the initial cash payment for the Land of RM53,000,000.00 paid by AVT to HHD, and expenditures incurred by AVT in relation to the Development Project of RM7,029,907.00, which was arrived at following arm's length and commercial negotiations between the Parties, in the following manner:
 - (i) RM3,999,920.00 shall be capitalised and applied towards the subscription of AVT's OS in the SPV; and
 - (ii) the balance sum of RM56,029,987.00 (“**Balance Aggregate Sum**”) shall be deemed as loans and advances by AVT to the SPV (“**AVT's Advances**”). The AVT's Advances shall constitute a sum due and owing by the Company to AVT and shall be repayable at such time and in such manner as may be mutually decided by the Parties;
- (b) adhere to all provisions the Sale Agreements pertaining to:
 - (i) payment of the Balance Cash Payment for the Land;
 - (ii) payment of the In-Kind Payment; and
 - (iii) the transfer of the Land from HHD.

5.4 Balance Cash Payment for the Land

The SPV shall pay the Balance Cash Payment for the Land through bank borrowings and/or internal resources and in the manner stipulated in the Sale Agreements to secure the transfer of the title to the Land from HHD to the SPV.

5.5 Development of the Land

The SPV shall undertake the Development Project in accordance with the approved plans, applicable laws, by-laws, regulations, guidelines, directives and the conditions attached to the applicable development approvals.

The SPV shall obtain all relevant approvals to officially launch the Development Project in a timely manner to ensure that the In-Kind Payment is made to HHD in compliance with the terms of the Sale Agreements.

6 **PRINCIPAL TERMS OF THE SSHA**

6.1 Subscription of Shares in SPV

- (a) the Parties shall subscribe for and the SPV shall allot the number of ordinary shares (“OS”) for the subscription price as follows:

| No. | Parties | Subscription Shares | Subscription Price |
|-----|--------------|--|--|
| 1. | AVT | 80 OS within 7 days from the date of the Agreement | RM80.00 |
| | | 3,999,920 OS on or before the Completion Date ² | RM3,999,920.00 |
| | TOTAL | | RM4,000,000.00 (“AVT Subscription Price”) |
| 2. | KPV | 20 OS within 7 days from the date of the Agreement | RM20.00 |
| | | 5,999,880 OS on or before the Completion Date ² | RM5,999,880.00 |
| | TOTAL | | RM5,999,900.00 (“KP Subscription Price”) |

- (b) Following the subscription by the Parties, the shareholding proportion of the Parties in the SPV shall be as follows, making the SPV an associate of the Company:

² Completion Date shall mean 30 days after the Unconditional Date (defined in Section 7 of this announcement), or such other date as may be agreed upon between the Parties.

| No. | Shareholders | OS | Share capital | Shareholding Proportions in SPV |
|-----|---------------|-------------------|------------------------|---------------------------------|
| 1. | AVT | 4,000,000 | RM4,000,000.00 | 40% |
| 2. | KP | 6,000,000 | RM6,000,000.00 | 60% |
| | Total: | 10,000,000 | RM10,000,000.00 | 100% |

6.2 Board Composition

The board of SPV shall comprise of five (5) Directors of which three (3) Directors shall be nominated by KP and two (2) Directors shall be nominated by AVT. The post of chairman shall be held by the director appointed by KP and the chairman shall not have a casting vote.

6.3 Reserved Matters

Amongst others, the following matters shall require the unanimous consent of the Parties:

- (a) issuance or transfer of shares in SPV;
- (b) alteration, deletion revision of and/or amendment to the constitution of the SPV;
- (c) entry into material contracts or borrowings;
- (d) acquisition or disposal of asset;
- (e) declaration of dividends;
- (f) any reconstruction or amalgamation of any kind including the continuance, re-incorporation or arrangement, or a dissolution, liquidation or winding up of the SPV;
- (g) change the maximum number of board of directors of the SPV; and
- (h) entry into transactions with related parties.

7 **CONDITIONS PRECEDENT**

The JVA and SSHA are conditional upon, *inter alia*, the following being fulfilled within 180 days from the date of the JVA and SSHA, or such later date as the Parties may mutually agree:

- (a) the obtainment of the approval of the shareholders of the holding companies of the

Parties at an extraordinary general meeting to be convened within ninety (90) days from the date of the JVA and SSHA, or such later date as the Parties may mutually agree upon, if required;

- (b) the completion of a technical due diligence within two (2) weeks from the date of the JVA and SSHA, the results of which must be satisfactory to KPV; and
- (c) the registration of the titles to the Land in favour of the SPV

The JVA and SSHA shall become unconditional on the date when the Conditions Precedent have been obtained or fulfilled ("**Unconditional Date**").

8 RATIONALE FOR THE JOINT VENTURE

The Proposed Joint Venture with KPV is aligned with Aspen's core business and strategic focus on growth markets. By undertaking the Development Project in the strategic Tanjung Bungah enclave of Penang Island, Aspen expands its development footprint beyond Aspen Vision City in Batu Kawan and into a location with established residential and commercial demand.

KPGB's established track record in construction and property development brings proven execution capabilities, financial strength and extensive market networks. These capabilities are expected to support the timely and efficient implementation of the Development Project.

Separately, Penang's property market fundamentals remain stable. The high-rise residential sector continues to demonstrate resilience, supported by the state's robust economy, a strengthening labour market and stable lending conditions. Bank Negara Malaysia's decision to maintain the Overnight Policy Rate at 3.00% reflects a conducive financing environment for both developers and homebuyers. In addition, the post-pandemic recovery in tourism and investment activity in Penang has reinforced demand for quality residences, hospitality infrastructure and retail amenities. Against this backdrop, the timing of the Development Project is considered appropriate.

Accordingly, the Board is of the view that the Proposed Joint Venture is consistent with Aspen's strategic direction and capital management approach. It enables Aspen to participate in the Development Project through a structured and balanced joint venture while optimising Aspen's financial resources.

In view of the above, the Board believes that entering into the Proposed Joint Venture with KPV is in the best interests of the Company and its shareholders.

9 FINANCIAL EFFECTS OF THE PROPOSED JOINT VENTURE

The financial effects of the Proposed Joint Venture on Aspen as set out below are for illustrative purposes only and are not intended to reflect the actual future financial performance or position of Aspen immediately after the completion of the aforementioned transactions. The financial effects of the Proposed Joint Venture set out below have been prepared based on Aspen's audited consolidated financial statements for FY2024. The financial effects do not take into consideration expenses incurred or to be incurred in connection with the transactions.

(a) Effect on NTA per share

The Proposed Joint Venture will not have an effect on the NTA per share of the Company, assuming that the Proposed Joint Venture had been completed on 30 June 2024, being the end of the most recently completed financial year for which results have been announced.

(b) Effect on EPS

The Proposed Joint Venture will not have an effect on the EPS of the Company assuming that the Proposed Joint Venture had been completed on 1 July 2023, being the beginning of the most recently completed financial year for which results have been announced.

10 RELATIVE FIGURES UNDER RULE 1006 OF THE LISTING MANUAL

The relative figures of the Transfer of the Land computed on the bases set out in Rule 1006(a) to (e) of the Listing Manual based on the latest unaudited consolidated financial statements of the Company for financial period ended 31 December 2024 ("**1H FY2025**"), being latest announced unaudited consolidated financial statements of the Company are as follows:

| Listing Rule | Bases of computation | Relative figures (%) |
|--------------|---|-------------------------------|
| 1006(a) | The net asset value (" NAV ") of the assets to be disposed of, compared with Aspen's NAV | 26.4% ⁽¹⁾ |
| 1006(b) | The net profit attributable to the assets acquired or disposed of, compared with Aspen's net profits | Not applicable ⁽²⁾ |
| 1006(c) | The aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares | 39.1% ⁽³⁾ |
| 1006(d) | The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue | Not applicable ⁽⁴⁾ |
| 1006(e) | The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of Aspen's proved and probable reserves. This basis is applicable to a disposal of mineral, oil and gas assets by a mineral, oil and gas company, but not to an acquisition of such assets. | Not applicable ⁽⁵⁾ |

Notes:

- (1) Under Rule 1002(3)(a) of the Listing Manual, "net assets" refers total assets minus total liabilities. Based on the net asset value of the land and development cost of approximately RM78.36 million as at 1H FY2025, compared to Aspen's net asset value of RM296.36 million as at 1H FY2025.
- (2) Rule 1006(b) of the Listing Manual is not applicable as no profit is attributable to the transaction. Net profit/loss is defined to be profit or loss before income tax, minority interests and extraordinary items.
- (3) The aggregate value of the consideration of RM56.0 million and the Company's market capitalisation of approximately RM143.2 million (based on the exchange rate of S\$1: RM3.3058) as at 30 June 2025. Under Rule 1002(5) of the Listing Manual, the market capitalisation of the Company is determined by multiplying the number of shares in issue (excluding treasury shares) being (1,083,269,594) shares by the weighted average price of S\$0.04 on 30 June 2025 (being the last market day on which the shares of the Company were traded prior to the date of signing of the Subscription and Shareholders' Agreement).
- (4) No equity securities will be issued by the Company in connection with the Proposed Joint Venture.
- (5) This basis is not applicable as the Company is not a mineral, oil and gas company.

Pursuant to Rule 1014 of the Listing Manual, in respect of the Proposed Joint Venture, where any of the relative figures as computed on the bases set out in Rule 1006 of the Listing Manual exceeds 20%, the transaction is classified as a "major transaction" and shall be made conditional upon approval by shareholders in general meeting. As the relative figures set out in Rule 1006(a) and (c) of the Listing Manual exceeds 20%, the Proposed Joint Venture constitutes a "major transaction" under Chapter 10 of the Listing Manual and the Company will seek the approval of the Shareholders for the Proposed Joint Venture.

11 INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors and their respective associates, and to the best of the knowledge of the Directors, none of the substantial shareholders of the Company, as well as their respective associates, has any interest, whether direct or indirect, in the JVA and SSHA (other than in their capacity as Director or Shareholder, as the case may be).

12 EGM AND CIRCULAR TO SHAREHOLDERS

The Company will be convening an EGM to seek Shareholders' approval for the entry into the JVA and SSHA, notice of which will be announced in due course. A Circular containing, *inter alia*, further information on the Proposed Joint Venture will be issued to shareholders in due course.

13 DOCUMENTS FOR INSPECTION

A copy of the JVA and SSHA are available for inspection at the registered office of the Company at Tricor Singapore Pte. Ltd., 9 Raffles Place, #26-01 Republic Plaza, Singapore 048619 during normal business hours for three months from the date of this announcement.

14 DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Joint Venture, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

15 CAUTIONARY STATEMENT

Shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. The Proposed Joint Venture are subject to the fulfilment of certain conditions. There is no certainty or assurance as at the date of this announcement that the Proposed Joint Venture will be completed or will take place or that no changes will be made to the terms thereof. Shareholders and potential investors of the Company should exercise caution when trading in shares of the Company, and where in doubt as to the action they should take, they should consult their legal, financial, tax or other professional adviser immediately.

BY ORDER OF THE BOARD

Aspen (Group) Holdings Limited

Dato' Murly Manokharan
President and Group Chief Executive Officer
1 July 2025