**SANTAK HOLDINGS LIMITED**
**(Company Registration Number: 200101065H)**

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**THE PROPOSED DISPOSAL AND LEASEBACK OF THE PROPERTY AT NO. 8 JALAN TEKNOLOGI PERINTIS 1/3, TAMAN TEKNOLOGI NUSAJAYA, 79200 ISKANDAR PUTERI, JOHOR**

**- SIGNING OF SALE AND PURCHASE AGREEMENT AND TENANCY AGREEMENT**

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*Unless otherwise defined herein or the context otherwise requires, all capitalized terms shall have the same meaning ascribed to the announcement dated 21 May 2026 in relation to the Proposed Disposal and Leaseback of the Property at No. 8 Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor ("**Prior Announcement**").*

The Board of Directors (the "**Board**" or "**Directors**") of Santak Holdings Limited (the "**Company**", and together with its subsidiaries, the "**Group**") refers to the Prior Announcement and wishes to announce that the Vendor and Success Legacy Sdn. Bhd., a Malaysian incorporated company (the "**Purchaser**") have entered into the Sales and Purchase Agreement (the "**Agreement**") and the Tenancy Agreement (the "**Tenancy Agreement**") on 9 July 2026. In accordance with the terms of the Agreement, in addition to the Earnest Deposit of 3% of the Consideration that was previously paid vide the Offer to Purchase by the Purchaser, the Balance Deposit being 7% of the Consideration, less 3% of the Consideration, being the Real Property Gains Tax ("**RPGT**") retained by the Purchaser's solicitors in pursuant of Clause 16 of this Agreement (the "**RPGT Retention Sum**"), was paid by the Purchaser to the Vendor's solicitors upon execution of the Agreement. The Earnest Deposit and the Balance Deposit amounting to 10% of the Consideration is known as the "Deposit". The transactions were "brokered" by CBRE (the "**Agent**").

Salient Terms for the Agreement and Tenancy Agreement

Deposit paid to Vendor's solicitors as stakeholder

Upon execution of the Agreement, the Deposit, less the RPGT Retention Sum, is to be paid by the Purchaser to the Vendor's solicitors and the Agent as stakeholders who is authorised to release the Balance Deposit, less the RPGT Retention Sum, to the Vendor upon fulfilment of the condition precedent stipulated below. Where the condition precedent is not fulfilled, the Deposit is to be dealt with in accordance to the provisions stipulated below.

Conditions Precedent

The sale and purchase of the Property is conditional upon the Vendor obtaining the relevant approval of their shareholders and the approval of the shareholders of the Vendor's ultimate holding company as may be required by the Singapore Exchange Securities Trading Limited (collectively, the "**Corporate Approval**") in respect of the sale and tenancy of the Property in accordance with the terms herein.

The Corporate Approval of the Vendor will be delivered to the Purchaser's solicitors within 90 days from the date of this Agreement.

The date of the Purchaser's solicitors in receipt of the Corporate Approval of the Vendor shall be deemed as the "**Unconditional Date**".

In the event the Corporate Approval is not obtained within 90 days from the date hereof, the Vendor may at any time serve a written notice on the Purchaser or the Purchaser's solicitors for an extension of time for a further period of 60 days for the Corporate Approval to be obtained (the "**Extended Conditional Period**"), in which event the time for compliance by the parties and the Completion Date is to be extended as though the same had been provided in this Agreement. If the Corporate Approval is not obtained within the Extended Conditional Period, this Agreement will be terminated whereupon the Agent and the Vendor's solicitors will refund to the Purchaser the Earnest Deposit and the Balance Deposit respectively within 14 days from the expiry of the Extended Conditional Period, and thereafter none of the parties will have any claim against the other save for any antecedent breach of the provisions of this Agreement.

Vacant Possession

The parties agree that vacant possession of the Property will not be delivered by the Vendor to the Purchaser upon the payment of the Purchase Price in full, together with late payment interest payable, if any under Clause 13 of the Agreement. Instead, the Vendor (the "**Tenant**") will be allowed to continue to occupy the Property on an agreed monthly rental of RM75,000.00 (the "**Monthly Rent**") for a period of 3 years commencing from the Completion Date (the "**Term**") with an option to renew for a period of 3 years upon expiry of the Term. The Monthly Rent is exclusive of the Sales and Services Tax and any government applicable taxes arising from the tenancy, which shall be borne solely by the Tenant. The Monthly Rent shall be payable by the Tenant to the Purchaser (the "**Landlord**") on a biannual basis in advance, without any deduction, counterclaim or set-off and whether or not formally demanded.

It is a term in the Tenancy Agreement that upon commencement of the tenancy, the Vendor is required to deposit a sum equivalent to 6 months' rent amounting to RM450,000.00 and a sum equivalent to 1/2 month's rent amounting to RM37,500.00, being the utilities deposit, making up the total at RM487,500.00.

The Tenant hereby irrevocably agrees and undertakes that it shall occupy and complete the three (3) years Tenancy Term from the Commencement Date (**"Lock-in Period"**) and shall not terminate, surrender, abandon or otherwise determine this Tenancy Agreement during the Lock-in Period without the prior written consent of the Landlord.

In the event this Tenancy Agreement is terminated for whatsoever reasons due to the Tenant's default or omission during the Lock-in Period, then without prejudice to the Landlord's other rights and remedies under this Tenancy Agreement, the Tenant shall forthwith pay to the Landlord an agreed liquidated damages of an amount equivalent to the aggregate Monthly Rent payable for the entire unexpired portion of the Lock-in Period, whereby the Landlord shall be entitled to deduct and set-off the same against the Security Deposit without prejudice to its right to recover any shortfall thereof.

In the event that the Monthly Rent payable by the Tenant to the Landlord under Tenancy Agreement remain unpaid for more than 14 working days after the same shall have become due, the Tenant shall pay to the Landlord late payment interest thereon at the rate of eight per cent (8%) per annum, calculated on a daily basis from the due date until the date of full payment.

The Agreement and the Tenancy Agreement and the Proposed Disposal and Leaseback are subject to, *inter alia,* the approval of the Shareholders. Save as disclosed herein, the terms and conditions of the Agreement and Tenancy Agreement are substantially the same as those for the Offer to Purchase.

The relative figures in Prior Announcement computed on the bases set out in Rule 1006(a) to (e) of the SGX-ST Listing Manual Section B: Rules of Catalist ("Catalist Rules") remains valid as announced on 21 May 2026, except for the relative figure for Rule 1006 (c) which had decreased from 103.6% to 41.8% (computed based on the Consideration of RM12.8 million (approximately S$4.1 million based on the exchange rate of S$0.3169 : RM1 as at 9 July 2026) and the market capitalization of the Group of approximately S$9.71 million, which was determined by multiplying the issued share capital of the Company of 107,580,980 shares by the volume-weighted average price of $0.0903 per Share as transacted on 3 July 2026 (being the last market day on which the shares were traded prior to the date of the signing of the Agreement)). The Proposed Disposal continues to constitute a "major transaction" under Rule 1014 of the Catalist Rules (given the Prior Announcement) and is subject to the approval of the Shareholders in a general meeting.

Save as disclosed, none of the Directors, controlling Shareholders or substantial shareholders of the Company has any interest, direct or indirect, in the Purchaser, the Proposed Disposal and Leaseback.

No person will be appointed to the Board of Directors of the Company, and no service agreement will be entered into by the Company, in connection with Proposed Disposal and Leaseback.

The Company will make further announcements in relation the Proposed Disposal and Leaseback as and when there are material developments.

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 Disposal and Leaseback, the Property, the Agreement and the Tenancy Agreement, 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 the 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 the announcement in its proper form and context.

A copy of the Agreement and the Tenancy Agreement will be made available for inspection by Shareholders during normal business hours at the registered office of the Company (4 Clementi Loop, #01-01, Singapore 129810) for a period of three (3) months commencing from the date of this announcement.

**By Order of the Board**
Lai Foon Kuen
Company Secretary
9 July 2026

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*This announcement has been reviewed by the Company's Sponsor, Asian Corporate Advisors 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.*

*The contact person for the Sponsor is Ms Foo Quee Yin, at 160 Robinson Road, #21-05 SBF Center, Singapore 068914, Telephone number: 6221 0271*