

# Lorenzo International Limited

(Incorporated in the Republic of Singapore)  
(Company Registration Number 200508277C)

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## UPDATE ON PROPOSED DISPOSAL OF MALAYSIA PROPERTIES

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### 1. Introduction

- 1.1 The Board of Directors (the “**Board**”) of Lorenzo International Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the announcement made by the Company on 24 October 2019 (the “**Previous Announcement**”) in relation to, *inter alia*, the entry into OTP 1 for the disposal of Malaysia Property 1 and the entry into OTP 2 for the disposal of Malaysia Property 2.
- 1.2 All capitalised terms used but not defined in this announcement shall have the same meanings ascribed to them in the Previous Announcement, unless expressly stated otherwise or where the context otherwise requires.

### 2. Information on Purchaser 1

*The information on Purchaser 1 provided below was provided to the Company by Purchaser 1. In respect of such information, the Board has not conducted an independent review or verification of the accuracy and correctness of the statements and information below. The Company’s responsibility is limited to the proper extraction and reproduction herein in the context that is being disclosed in this announcement.*

- 2.1 The Group was introduced to Purchaser 1 (Wong Sui Kaw) through a property agent engaged by the Group to market Malaysia Property 1.
- 2.2 Wong Sui Kaw is a Malaysian who is resident in Kuala Lumpur, Malaysia. Wong Sui Kaw is one of the directors and one of the shareholders of Mayconsult Business Centre Sdn. Bhd. which is principally in the business of property investment, and rental of land and buildings.
- 2.3 The Company confirms that:
  - (a) Purchaser 1 is not an associate (as defined in the Listing Manual) of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.
  - (b) Purchaser 1 does not act as nominee or trustee or under the instructions of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.
  - (c) Purchaser 1 is not funded by or acquiring Malaysia Property 1 on behalf of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.

### **3. Information on Purchasers 2**

*The information on Purchasers 2 provided below was provided to the Company by Purchasers 2. In respect of such information, the Board has not conducted an independent review or verification of the accuracy and correctness of the statements and information below. The Company's responsibility is limited to the proper extraction and reproduction herein in the context that is being disclosed in this announcement.*

- 3.1 Purchasers 2 (Choy Chee Ling and Yin Mun Onn) approached the Group and expressed their interest to purchase Malaysia Property 2 when they learnt that the Group was intending to dispose of Malaysia Property 2.
- 3.2 Choy Chee Ling and Yin Mun Onn are both Malaysians who are resident in Kuala Lumpur, Malaysia. Choy Chee Ling and Yin Mun Onn are partners in a partnership called Mun Heng Electrical & Hardware Supply which is principally in the business of supplying sanitary, electrical and hardware products. Mun Heng Electrical & Hardware Supply is headquartered at Malaysia Property 2 and is the current tenant of Malaysia Property 2. For more information, about Mun Heng Electrical & Hardware Supply, please visit its website at [www.munheng.com](http://www.munheng.com).
- 3.3 The Company confirms that:
  - (a) Purchasers 2 are not associates (as defined in the Listing Manual) of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.
  - (b) Purchasers 2 do not act as nominees or trustee or under the instructions of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.
  - (c) Purchasers 2 are not funded by or acquiring Malaysia Property 1 on behalf of any of the directors, substantial shareholders and key management personnel of the Company, and their respective associates.

### **4. Extension of OTP 1 and OTP 2**

#### OTP 1

- 4.1 As stated in the Previous Announcement:
  - (a) OTP 1 was granted by Purchaser 1 on 31 July 2019 and was accepted by Ginova Marketing Sdn Bhd on 5 August 2019.
  - (b) OTP 1 stated that the sale and purchase agreement was to be signed within 30 working days from the acceptance date. As OTP 1 was accepted on 5 August 2019, the sale and purchase agreement would have to be signed before 18 September 2019 (i.e. within 30 working days from the acceptance date).

4.2 The Board wishes to update shareholders of the Company ("**Shareholders**") that Ginova Marketing Sdn Bhd and Purchaser 1 have agreed to:

- (a) extend the deadline for the signing of the sale and purchase agreement to a date falling on or before 4 February 2020; and
- (b) fix the deadline for the completion of Proposed Disposal 1 to the date falling three (3) months after the fulfilment or waiver (if capable of waiver) of the following conditions (the "**Conditions for Malaysia Property 1**"):
  - (i) Ginova Marketing Sdn Bhd having procured the discharge of such encumbrances from its bank, namely, United Overseas Bank (Malaysia) Berhad within three (3) months from the date of the Malaysia Property 1 SPA.
  - (ii) Ginova Marketing Sdn Bhd having procured the consent to transfer Malaysia Property 1 to Purchaser 1 from the relevant authorities in Malaysia.

Further details on the conditions are set out in **paragraph 6.2** of this announcement.

#### OTP 2

4.3 As stated in the Previous Announcement:

- (a) OTP 2 was granted by Ginova Marketing Sdn Bhd on 16 September 2019 and accepted by Purchasers 2 on 16 September 2019.
- (b) OTP 2 stated that Proposed Disposal 2 shall be completed on 30 November 2019.

4.4 The Board wishes to update Shareholders that Ginova Marketing Sdn Bhd and Purchasers 2 have agreed to fix the deadline for the completion of Proposed Disposal 2 to the date falling three (3) months after the fulfilment or waiver (if capable of waiver) of the following conditions (the "**Conditions for Malaysia Property 2**"):

- (a) Ginova Marketing Sdn Bhd having procured the discharge of such encumbrances from its bank, namely, United Overseas Bank (Malaysia) Berhad within three (3) months from the date of the Malaysia Property 2 SPA.
- (b) Ginova Marketing Sdn Bhd having procured the consent to transfer Malaysia Property 2 to Purchasers 2 from the relevant authorities in Malaysia.

Further details on the conditions are set out in **paragraph 6.4** of this announcement.

## 5. Salient Terms of the Extended OTP 1 and the Extended OTP 2

### Extended OTP 1

5.1 Ginova Marketing Sdn Bhd and Purchaser 1 agreed in writing that:

- (a) the deadline for the signing of the sale and purchase agreement be extended to a date falling on or before 4 February 2020; and
- (b) all other provisions of OTP 1 shall remain unchanged.

### Extended OTP 2

5.2 Ginova Marketing Sdn Bhd and Purchasers 2 agreed in writing that:

- (a) the deadline for the completion of Proposed Disposal 2 be extended to a date falling on or before 19 February 2020; and
- (b) all other provisions of OTP 2 shall remain unchanged.

## 6. Salient Terms of the Malaysia Property 1 SPA and the Malaysia Property 2 SPA

### Malaysia Property 1 SPA

6.1 The Board wishes to update Shareholders that Ginova Marketing Sdn Bhd had, on 4 February 2020, entered into a sale and purchase agreement with Purchaser 1 in relation to, *inter alia*, the proposed disposal of Malaysia Property 1 by Ginova Marketing Sdn Bhd to Purchaser 1 for a cash consideration of MYR 820,000 (the “**Malaysia Property 1 SPA**”). The salient terms of the Malaysia Property 1 SPA are set out below.

6.2 According to the Malaysia Property 1 SPA:

- (a) The purchase price of Malaysia Property 1 shall be RM 820,000 (the “**Purchase Price of Malaysia Property 1**”).
- (b) Purchaser 1 shall pay an earnest deposit of RM 17,384 (the “**Earnest Deposit for Malaysia Property 1**”) on the date OTP 1 was accepted by Ginova Marketing Sdn Bhd. As at the date of this announcement, Ginova Marketing Sdn Bhd has received full payment of the Earnest Deposit for Malaysia Property 1.
- (c) Purchaser 1 shall pay a balance deposit of RM 64,616 (the “**Balance Deposit for Malaysia Property 1**”) on the date the Malaysia Property 1 SPA was signed by both Ginova Marketing Sdn Bhd and Purchaser 1. The Balance Deposit for Malaysia Property shall only be released to Ginova Marketing Sdn Bhd upon the discharge of encumbrances related to Malaysia Property 1. Ginova Marketing Sdn Bhd has to procure the discharge of such encumbrances from its bank, namely, United Overseas Bank (Malaysia) Berhad within three (3) months from the date of the Malaysia Property 1 SPA. As at the date of this announcement, Purchaser 1 has paid the Balance Deposit into an escrow account nominated by Ginova Marketing Sdn Bhd.

- (d) The Purchase Price of Malaysia Property 1 less the Earnest Deposit for Malaysia Property 1 and the Balance Deposit for Malaysia Property 1 amounts to RM 738,000 (the “**Balance Purchase Price of Malaysia Property 1**”) shall be paid by Purchaser 1 within three (3) months from the date the Conditions for Malaysia Property 1 set out in **paragraph 4.2(b)** of this announcement are fulfilled or waived (if capable of waiver).
- (e) In the event that the Balance Purchase Price of Malaysia Property 1 is not paid after the expiry of three (3) months from the date the Conditions for Malaysia Property 1 set out in **paragraph 4.2(b)** of this announcement are fulfilled or waived (if capable of waiver), Purchaser 1 has a maximum period of one (1) month (the “**Extended Period for Malaysia Property 1**”) to pay the Balance Purchase Price of Malaysia Property 1 together with interest accrued on a daily basis at a rate of 8% per annum. If Purchaser 1 fails make payment of Balance Purchase Price of Malaysia Property 1 together with the accrued interest before the expiry of the Extended Period for Malaysia Property 1, Ginova Marketing Sdn Bhd shall be entitled to terminate the Malaysia Property 1 SPA and the Balance Deposit for Malaysia Property 1 paid by Purchaser 1 amounting to RM 82,000 shall be forfeited to Ginova Marketing Sdn Bhd.

#### Malaysia Property 2 SPA

- 6.3 The Board wishes to update Shareholders that Ginova Marketing Sdn Bhd had, on 19 February 2020, entered into a sale and purchase agreement with Purchasers 2 in relation to, *inter alia*, the proposed disposal of Malaysia Property 2 by Ginova Marketing Sdn Bhd to Purchasers 2 for a cash consideration of MYR 2,100,000 (the “**Malaysia Property 2 SPA**”). The salient terms of the Malaysia Property 2 SPA are set out below.
- 6.4 According to the Malaysia Property 2 SPA:
  - (a) The purchase price of Malaysia Property 2 shall be RM 2,100,000 (the “**Purchase Price of Malaysia Property 2**”).
  - (b) Purchasers 2 shall pay an earnest deposit of RM 42,000 (the “**Earnest Deposit for Malaysia Property 2**”) on the date OTP 2 was granted by Ginova Marketing Sdn Bhd. As at the date of this announcement, Ginova Marketing Sdn Bhd has received full payment of the Earnest Deposit for Malaysia Property 2.
  - (c) Purchasers 2 shall pay a balance deposit of RM 168,000 (the “**Balance Deposit for Malaysia Property 2**”) on the date the Malaysia Property 2 SPA was signed by both Ginova Marketing Sdn Bhd and Purchasers 2. As at the date of this announcement, Ginova Marketing Sdn Bhd has received full payment of the Balance Deposit for Malaysia Property 2.
  - (d) Ginova Marketing Sdn Bhd has to procure the discharge of such encumbrances from its bank, namely, United Overseas Bank (Malaysia) Berhad within three (3) months from the date of the Malaysia Property 2 SPA.
  - (e) The Purchase Price of Malaysia Property 2 less the Earnest Deposit for Malaysia Property 2 and the Balance Deposit for Malaysia Property 2 amounts to RM 1,890,000 (the “**Balance Purchase Price of Malaysia Property 2**”) shall be paid by Purchasers 2 within three (3) months from the date the Conditions for Malaysia Property 2 set out in **paragraph 4.4** of this announcement are fulfilled or waived (if capable of waiver).

- (f) In the event that the Balance Purchase Price of Malaysia Property 2 is not paid after the expiry of three (3) months from the date the Conditions for Malaysia Property 2 set out in **paragraph 4.4** of this announcement are fulfilled or waived (if capable of waiver), Purchasers 2 have a maximum period of one (1) month (the “**Extended Period for Malaysia Property 2**”) to pay the Balance Purchase Price of Malaysia Property 2 together with interest accrued on a daily basis at a rate of 8% per annum. If Purchasers 2 fail make payment of Balance Purchase Price of Malaysia Property 2 together with the accrued interest before the expiry of the Extended Period for Malaysia Property 2, Ginova Marketing Sdn Bhd shall be entitled to terminate the Malaysia Property 2 SPA and the Balance Deposit for Malaysia Property 2 paid by Purchasers 2 amounting to RM 210,000 shall be forfeited to Ginova Marketing Sdn Bhd.

## **7. Documents for Inspection**

- 7.1 Copies of the Malaysia Property 1 SPA and the Malaysia Property 2 SPA are available for inspection at the registered office of the Company at 23 Neythal Road #04-03 Singapore 628588, during normal business hours for three (3) months from the date of this announcement.

## **8. Further Announcements**

- 8.1 The Company will make further announcements to update its Shareholders when there are material updates to the matters set out in this announcement as may be necessary or appropriate.

## **9. Cautionary Statement**

- 9.1 **Shareholders and potential investors of the Company should note that there is no certainty or assurance as at the date of this announcement that the Proposed Disposals will be completed.**
- 9.2 **Shareholders and potential investors of the Company are advised to read this announcement and any further announcements made by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action with respect to their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. Shareholders and potential investors of the Company 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  
**Lorenzo International Limited**

Lim Pang Hern  
Executive Director

6 April 2020