



HGH HOLDINGS LTD.

Company Registration No.: 200412064D
(Incorporated in the Republic of Singapore)

**COMPLETION OF THE PROPOSED DISPOSALS OF 40% SHAREHOLDING INTERESTS IN
PREMIUM CONCRETE PTE. LTD.**

Unless otherwise specified, all capitalised terms used in this announcement shall have the same meaning ascribed to them in the Previous Announcements (as defined below).

1. INTRODUCTION

1.1 The Board of Directors (the “**Board**”) of HGH Holdings Ltd. (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to the Company’s announcements dated:

- (a) 21 March 2026 in relation to the entry into a share purchase agreement (the “**SPA**”) with Mr Lim Kui Teng (“**Mr Lim**”) for the disposal of 200,000 issued and paid-up shares in the capital of its wholly-owned subsidiary, Premium Concrete Pte. Ltd. (“**Premium Concrete**”) (“**PC Shares**”), representing 20% of the total issued and paid-up share capital of Premium Concrete (the “**Sale Shares**”), for an aggregate consideration of S\$2,400,000 (the “**Consideration**”), subject to the terms and conditions of the SPA (the “**Proposed Disposal**”);
- (b) 16 April 2026 in relation to the extension of the Completion Date of the Proposed Disposal (“**Extension**”) and fulfillment of the Condition Precedent set out in the SPA; and
- (c) 22 April 2026 in relation to the entry into a share purchase agreement (the “**Seng SPA**”) with Mr Aloysius Seng Bock Kim (“**Mr Seng**”) for the disposal of 200,000 issued and paid-up shares in the capital of its wholly-owned subsidiary, Premium Concrete Pte. Ltd. (“**Premium Concrete**”) (“**PC Shares**”), representing 20% of the total issued and paid-up share capital of Premium Concrete (the “**Sale Shares**”), for an aggregate consideration of S\$800,000 (the “**Seng Consideration**”), subject to the terms and conditions of the SPA (the “**Proposed Seng Disposal**”),

(collectively, the “**Previous Announcements**”).

1.2 The disposal of 200,000 PC Shares to each of Mr Lim and Mr Seng, aggregating to 400,000 PC Shares represents 40% of the total issued and paid-up share capital of Premium Concrete, for an aggregate consideration of S\$3,200,000 (the “**Proposed Disposals**”).

2. COMPLETION

Further to the Previous Announcements, in connection with the fulfilment of Condition Precedent set out in Seng SPA, Premium Concrete has entered into a shareholders’ agreement with Mr Lim and Mr Seng (the “**SHA**”). The salient terms of the SHA, *inter alia*, include:

(a) The Board

The Board of Directors of Premium Concrete shall consist of not more than five (5) members. The members of the Board shall initially consist of three (3) nominees appointed by the Company, one (1) nominee appointed by Mr Lim, and one (1) nominee appointed by Mr Seng (each a “**PC Shareholder**” and, collectively, the “**PC Shareholders**”).

(b) Shareholder Loans

No PC Shareholder shall, without prior written consent of PC Shareholders reinstate, revive or otherwise assert any claim in respect of the Loan Waiver or provide any shareholder loans to the Company otherwise than on terms offered to all Shareholders on a *pro rata* basis.

(c) Tag-Along Rights

If any PC Shareholder (the “**Transferring Shareholder**”) proposes to transfer any of its shares in Premium Concrete to a third party (the “**Tag Purchaser**”), each of the other PC Shareholders (the “**Tagging Shareholders**”) shall have the right, but not the obligation, to require the Tag Purchaser to purchase all (but not part only) of the shares held by such Tagging Shareholders. The Tagging Shareholders may exercise such right by giving written notice to the Transferring Shareholder within 10 Business Days after receipt of the such offer.

(d) Share Moratorium

Mr Seng shall be subject to a moratorium commencing on the date on which the 200,000 PC Shares are transferred or issued to him and ending on the date on which the Seng Consideration has been fully paid to the Company (the “**Moratorium Period**”).

During the Moratorium Period, Mr Seng shall not, directly or indirectly, sell, transfer, assign, charge, encumber, grant any option over, or otherwise dispose of any legal or beneficial interest in such Shares, nor enter into any agreement or arrangement to do so, without the prior written consent of all other PC Shareholders.

The Board is pleased to announce that the Condition Precedent under the Seng SPA has been satisfied, and the Proposed Disposals have been completed on 23 April 2026, in accordance with the terms and conditions of the SPA and Seng SPA. Following completion of the Proposed Disposals, the Company continues to hold 60% of the total issued and paid-up share capital of Premium Concrete, and accordingly, Premium Concrete remains a subsidiary of the Group.

By Order of the Board

Tan Poh Guan
Executive Director and Chief Executive Officer
23 April 2026

*This announcement has been reviewed by the Company’s Sponsor, SAC Capital Private Limited (the “**Sponsor**”). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) and the SGX-ST 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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