

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Singapore Exchange Securities Trading Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

LHN GROUP

SPACE OPTIMISED

LHN LIMITED
賢能集團有限公司*

(Incorporated in the Republic of Singapore with limited liability)

(Hong Kong stock code: 1730)

(Singapore stock code: 410)

MAJOR TRANSACTION ACQUISITION OF THE GSM PROPERTY THROUGH PUBLIC TENDER

ACQUISITION OF THE GSM PROPERTY

The Board is pleased to announce that on 10 February 2023 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, received the Notice of Acceptance from the GSM Vendors (acting through a sale committee), which confirmed that the Purchaser's tender (as amended by the revised terms and conditions of tender and sale) for the collective purchase of the GSM Property at a total consideration of S\$80,000,000 exclusive of GST has been accepted. The GSM Contract is deemed to have been entered into between the Purchaser and the GSM Vendors on the same date.

LISTING RULES IMPLICATIONS

As one or more than one of the applicable percentage ratios for the GSM Acquisition is more than 25% and below 100% under Rule 14.07 of the Listing Rules, the GSM Acquisition constitutes a major transaction for the Company under the Listing Rules, and is therefore subject to the notification, announcement and shareholders' approval requirements pursuant to Chapter 14 of the Listing Rules.

ACQUISITION OF THE GSM PROPERTY

The Board is pleased to announce that on 10 February 2023 (after trading hours), the Purchaser, an indirect wholly-owned subsidiary of the Company, received the Notice of Acceptance from the GSM Vendors (acting through a sale committee), which confirmed that the Purchaser's tender (as amended by the revised terms and conditions of tender and sale) for the collective purchase of the GSM Property at a total consideration of S\$80,000,000 exclusive of GST has been accepted. The GSM Contract is deemed to have been entered into between the Purchaser and the GSM Vendors on the same date.

THE GSM CONTRACT

The major terms for the GSM Contract are set out below:

- Parties** :
- (1) the Purchaser, an indirect wholly-owned subsidiary of the Company, as the purchaser;
 - (2) the GSM Vendors, all of whom are Independent Third Parties, being the vendors of the respective units in the GSM Property as detailed in "Information about the Parties" below.

For detailed background of the parties, please refer to "Information about the Parties" below.

Consideration

: The Consideration is an aggregate of S\$80,000,000 exclusive of GST, of which S\$100,000 exclusive of GST was paid by the Purchaser through internal sources of funding as at the date of the GSM Contract as a tender fee.

The Consideration was determined through the public tender and was arrived at having taken into consideration, among others, the indicative valuation performed by an independent valuer, Colliers International Consultancy & Valuation (Singapore) Pte Ltd, on 1 February 2023 of S\$80,000,000, the potential of the GSM Property, the value and the prevailing market prices of properties of a similar nature available in the vicinity.

The Consideration will be distributed according to the terms of the collective sale agreement made amongst the GSM Vendors themselves and according to the method of apportionment as stated below:

Unit number	Apportionment ratio	Apportioned consideration (S\$)
#01-01	0.16185513	12,948,410.4
#01-02	0.07920605	6,336,484.0
#02-00	0.00967974	774,379.2
#03-01	0.02704858	2,163,886.4
#03-02	0.04825330	3,860,264.0
#03-03	0.03239122	2,591,297.6
#03-03A	0.02362543	1,890,034.4
#03-04	0.02688150	2,150,520.0
#03-05	0.02103764	1,683,011.2
#04-01	0.01936815	1,549,452.0
#04-02	0.02137179	1,709,743.2
#04-03	0.03347658	2,678,126.4
#04-04	0.02270714	1,816,571.2
#04-05	0.03255829	2,604,663.2
#04-06	0.02120473	1,696,378.4
#04-07	0.01828278	1,462,622.4
#04-08	0.02103764	1,683,011.2
#05-01	0.01936815	1,549,452.0
#05-02	0.02137179	1,709,743.2
#05-03	0.03347658	2,678,126.4
#05-04	0.02270714	1,816,571.2
#05-05	0.03255829	2,604,663.2
#05-06	0.02120473	1,696,378.4
#05-07	0.01828278	1,462,622.4
#05-08	0.02103764	1,683,011.2
#06-01	0.01936815	1,549,452.0
#06-02	0.02137179	1,709,743.2
#06-03	0.03347659	2,678,127.2
#06-04	0.02270716	1,816,572.8
#06-05	0.03255831	2,604,664.8
#06-06	0.02120473	1,696,378.4
#06-07	0.01828280	1,462,624.0
#06-08	0.02103768	1,683,014.4
Total		80,000,000

- Payment and payment schedule** : The Consideration is or will be satisfied (as the case may be) as follows:
- (1) S\$100,000 exclusive of GST, which was the tender fee (the "**Tender Fee**"), has been paid by the Purchaser to the GSM Vendors as at the date of the GSM Contract;
 - (2) within seven days of the date of the GSM Contract, the Purchaser shall pay a sum of S\$3,900,000 exclusive of GST, being a sum equivalent to the difference between 5% of the Consideration and the Tender Fee;
 - (3) within seven days from the Order for Sale being made by the Strata Titles Board or the High Court, the Purchaser shall pay a further sum of S\$4,000,000 exclusive of GST, being a sum equivalent to 5% of the Consideration; and
 - (4) the remaining 90% of the Consideration shall be paid on the Completion Date.

The payment of the Consideration less the Tender Fee is expected to be funded through internal sources of funding and bank borrowing.

In the event that the GSM Vendors' solicitors confirm in writing that the Order for Sale is not required, the Purchaser shall, within seven days from the date of such confirmation or within seven days from the date of the GSM Contract (whichever is the later), pay to the GSM Vendors' solicitors 10% of the Consideration less the Tender Fee and such other moneys paid towards account of the total deposit of S\$8,000,000 exclusive of GST.

If the Purchaser fails to pay to the GSM Vendors' solicitors the abovementioned sums within the period(s) stated, the GSM Vendors shall be entitled at their absolute discretion to (but without any obligation on their part to do so) rescind and cancel the GSM Contract. Upon rescission and cancellation of the GSM Contract, the Tender Fee shall be forfeited and belong to the GSM Vendors absolutely and beneficially.

- Possession** : Vacant possession of the GSM Property or any unit thereto shall be given to the Purchaser not later than the expiry of four months from the Completion Date.

- Conditions precedent** : The sale and purchase of the GSM Property is conditional upon:
- (1) the Purchaser obtaining a permanent change of use approval from the URA and/or such other relevant authority for the change of use of levels 3 to 6 of the GSM Property from "commercial" to "serviced apartment" (the "**Permanent SA Approval**"). The Purchaser shall submit the application for change of use of the GSM Property to "serviced apartment" as soon as possible after the Purchaser has received the Notice of Acceptance. For the avoidance of doubt, "Permanent SA Approval" shall mean the grant of written permission from the URA for the change of use of the GSM Property to permanent (and not temporary) serviced apartment use of more than 10 years;
 - (2) the Purchaser obtaining, at its own cost and expense, the approval from the Land Dealings (Approval) Unit of the Singapore Land Authority to purchase the GSM Property in the event that the Permanent SA Approval is obtained (the "**LDAU Approval**"). If the Purchaser fails to obtain the LDAU Approval within five months from the date of the Notice of Acceptance, the Purchaser shall have the right to rescind the GSM Contract and all monies paid by the Purchaser under the GSM Contract shall be refunded in full to the Purchaser without any interest, set off, withholding, deduction or compensation whatsoever; and

- (3) the approval of the board of directors (“**Directors’ Approval**”) of the Purchaser’s holding company, the Company and the approval of the shareholders of the Company (the “**Shareholders’ Approval**”) for the acquisition of the GSM Property by the Purchaser on the terms and subject to the conditions of the GSM Contract, as required under the Rules of the SGX-ST and the Listing Rules, with the Directors’ Approval and the Shareholders’ Approval being obtained by the Purchaser at its cost and expense.

(collectively, the “**Conditions Precedent**”)

If the Conditions Precedent are not fulfilled ten weeks after the date of the Notice of Acceptance, the GSM Vendors shall grant to the Purchasers an extension of a further ten weeks to fulfil the Conditions Precedent. If the Conditions Precedent are not fulfilled by the expiry of such extension period, the Purchaser or the GSM Vendors shall have the right to rescind the GSM Contract and all monies paid by the Purchaser under the GSM Contract shall be refunded to the Purchaser in full without any interest, setoff, withholding, deduction or compensation whatsoever.

Application for Order for Sale : The sale and purchase of the GSM Property is conditional and subject to the approval of the Strata Titles Board and/or the High Court in Singapore to the sale of the GSM Property and any directions made thereby.

Subject to the GSM Vendors submitting the relevant application to the Strata Titles Board within three months from the Notice of Acceptance for the purpose of obtaining the Order for Sale, the GSM Vendors shall be entitled to take such steps and actions as may be necessary to obtain the Order for Sale within 12 months from the Notice of Acceptance, including making more than one application to the Strata Titles Board and/or commencing legal proceedings including resisting any appeals against the Strata Titles Board’s decisions, directions and/or orders.

The GSM Vendors shall use their best endeavours to obtain the Order for Sale at their own costs and shall comply with all reasonable terms and conditions that may be imposed by the Strata Titles Board.

In the event that:

- (1) the Order for Sale is for any reason whatsoever rejected or is not granted by or obtained from the Strata Titles Board; or
- (2) an order is not made by the High Court (including some other competent court of law, as the case may be) for the dismissal of an appeal against the Order for Sale;

then by the expiry of twelve (12) months from the Notice of Acceptance, the Purchaser shall be at liberty to grant the GSM Vendors, at the GSM Vendors’ request, an extension of time of such period as may be mutually agreed between the parties acting reasonably and in good faith, to obtain the Order for Sale or the abovementioned order by the High Court, or to rescind the GSM Contract by written notice to the GSM Vendors’ solicitors whereupon the GSM Contract shall be null and void and the deposit of S\$8,000,000 exclusive of GST and all monies paid to the GSM Vendors or their solicitors shall immediately be refunded to the Purchaser absolutely free of any interest or deduction. The GSM Vendors shall not be obliged to appeal against the orders or directions of the High Court.

If the Order for Sale is not obtained by the expiry of twelve (12) months from the Notice of Acceptance, the GSM Vendors shall be at liberty to rescind the GSM Contract by written notice to the Purchaser, whereupon the GSM Contract shall be null and void and the deposit of S\$8,000,000 exclusive of GST and all monies paid to the GSM Vendors or their solicitors shall immediately be refunded to the Purchaser absolutely free of any interest or deduction.

In the event that:

- (1) the High Court rejects the GSM Vendors' application for the Order of Sale; or
- (2) the High Court approves the GSM Vendors' application for the Order of Sale but an appeal is filed in respect of the Order of Sale by any objector, such objector being a subsidiary who has filed an objection under Part VA of the Land Titles (Strata) Act,

the GSM Vendors shall appeal to the Court of Appeal of Singapore against the High Court's decision if there are reasonable grounds, but the GSM Vendors shall not be obliged to appeal the High Court's decision or defend such objector's appeal if the objector's appeal is filed at the Court of Appeal of Singapore (as the case may be).

Completion : Completion of the sale and purchase of the GSM Property shall take place on the Completion Date at the office of the GSM Vendors' solicitors or such other office as the GSM Vendors' solicitors shall direct, and upon payment of the balance of 90% of the Consideration to be made payable to such persons or corporations as the GSM Vendors' solicitors may direct.

In the event the GSM Vendors' solicitors confirm in writing that the Order for Sale is no longer required, the Completion Date shall be the later of (i) three months from the date of the aforesaid written confirmation of the GSM Vendors' solicitors to the Purchaser or its solicitors or (ii) three months from the date of the fulfilment of all the conditions precedent in the GSM Contract.

On payment of the balance of 90% of the Consideration, the GSM Vendors will execute and deliver to the Purchaser an assurance or assurances in relation to their respective units. Such assurances shall be prepared by the Purchaser at its own costs. The Purchaser shall deliver the drafts of such assurances not less than eight (8) weeks before the Completion Date and the engrossments of such assurances not less than six (6) weeks before the Completion Date to the office of the GSM Vendors' solicitors for perusal and execution by the GSM Vendors.

INFORMATION ABOUT THE GSM PROPERTY, AND REASONS AND BENEFITS FOR THE GSM ACQUISITION

The GSM Property is located at 141 Middle Road, GSM Building Singapore 188976 (comprised in Lot 332W of Town Subdivision 11), and has a total land area of 1,115.1 sq.m. with a tenure of 99 years commencing from 2 May 1978. As at the date of this announcement, the GSM Property comprises 33 units, of which 13 are self-occupied and 20 are rented out, respectively, as well as common property.

The Owner-occupied Units are currently being used by the relevant GSM Vendors for their own respective uses and are therefore not revenue-generating assets with an identifiable income stream. As such, no financial information in respect of the value of the Owner-occupied Units or the net profits (both before and after taxation) attributable to the Owner-occupied Units for the two financial years preceding the GSM Acquisition will be provided.

The remaining units in the GSM Property (including one unit which is vacant as at the date of this announcement but was rented out from 2018 to 2022) have been rented out by the relevant GSM Vendors, and are therefore revenue-generating assets with an identifiable income stream. However, the Purchaser has been unable to obtain financial information on the value (book value and valuation, if any) of these remaining units or the net profits (both before and after taxation) attributable to these remaining units for the two financial years preceding the GSM Acquisition, as the GSM Vendors (through its solicitors) have indicated that the GSM Acquisition involves the collective sale of a property and not the sale of any property holding company(ies). As such, no financial information relating to the units which were leased out by the relevant GSM Vendors was made available.

The Group intends to convert levels 3 to 6 of the GSM Property into a serviced apartment, pursuant to which the Purchaser shall submit an application for the change of use of levels 3 to 6 of the GSM Property (from "commercial" to "serviced apartment") to the URA as soon as possible and will continue the commercial usage for levels 1 and 2.

The GSM Acquisition will expand the Group's portfolio of residential and commercial properties under its space optimisation business in Singapore, increase the brand value of COLIWOO, provide potential capital appreciation to the Group, and provide additional opportunities to generate revenue.

For the reasons above, the Board is of the view that the GSM Acquisition and the transactions contemplated under the GSM Contract (including the Consideration) are fair and reasonable, on normal commercial terms, and are in the interests of the Company and the Shareholders as a whole.

INFORMATION ABOUT THE PARTIES

Information about the Company and the Purchaser

The Company is a real estate management services group, with the expertise and experience to generate value for its landlords and tenants through its expertise in space optimisation, and logistics service provider headquartered in Singapore. The Group currently has three main business segments, namely: (i) the space optimisation business; (ii) the facilities management business; and (iii) the logistics services business (through the Company's indirect non-wholly owned subsidiary, LHN Logistics Limited (SGX stock code: GIH)). The Group currently operates mainly in Singapore, Indonesia, Thailand, Myanmar, Hong Kong, Malaysia and Cambodia.

The Purchaser is an indirect wholly-owned subsidiary of the Company in Singapore, which primarily engages in space optimisation.

Information about the GSM Vendors

The following are the background and information of each of the registered subsidiary proprietors of the GSM Property:

Unit number	Name of vendor	Background of vendor (and principal business activity, if applicable)	Ultimate beneficial owner of vendor, if applicable	Relationship with other vendors
#01-01	RH Holdings Pte Ltd	A company incorporated in the Republic of Singapore with limited liability, which is principally engaged in investment holding	Heng Chun Investments Ltd ⁽¹⁾	Independent third party to the other owners
#01-02	Five Fortunes Capital Investment Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in real estate activities with own or leased properties	Chew Tay Hoe	The owner also owns Unit #02-00
#02-00	Five Fortunes Capital Investment Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in real estate activities with own or leased properties	Chew Tay Hoe	The owner also owns Unit #01-02
#03-01	Wong Yuen Tong alias: Anges Chung	Individual owner	N/A	Independent third party to the other owners
#03-02	Jauw Brothers Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in wholesale trade of a variety of goods without a dominant product and wholesale activities on a fee or commission basis (excluding online marketplaces)	Jauw Tung Lin, Liany Juwono, Jauw Djioe Jong (alias: Jauw Yuliani Yuwono)	The owner also owns Unit #03-05 and Unit #05-04
#03-03	Goh Cheay Hwa	Individual owner	N/A	Independent third party to the other owners

#03-03A	Headway Century Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in wholesale trade of a variety of goods without a dominant product	Jap Siu Fie	Independent third party to the other owners
#03-04	Unit 332/U33 Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in investment holding	Lam San Ling, Teh Joo Heng	Independent third party to the other owners
#03-05	Jauw Brothers Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in wholesale trade of a variety of goods without a dominant product and wholesale activities on a fee or commission basis (excluding online marketplaces)	Jauw Tung Lin, Liany Juwono, Jauw Djioe Jong (alias: Jauw Yuliani Yuwono)	The owner also owns Unit #03-02 and Unit #05-04
#04-01	Silvester Selvan s/o Jeyaperagasam	Individual owner	N/A	Independent third party to the other owners
#04-02	Wan Po Holdings Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in investment holding and real estate management and maintenance	Lim Swe Jian	The owner also owns #04-03, and is related to the owner of Unit #04-08 by virtue of sharing the same director (namely Lim Swe Jian)
#04-03	Wan Po Holdings Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in investment holding and real estate management and maintenance	Lim Swe Jian	The owner also owns #04-02, and is related to the owner of Unit #04-08 by virtue of sharing the same director (namely Lim Swe Jian)
#04-04	HGV Vosseler Pte. Ltd. (fka Property Link Five Pte. Ltd.)	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in investment holding and management consultancy services	Hans-Gunter Friedrich Vosseler	Independent third party to the other owners
#04-05	Tsui Kee, Yeung Lo	Individual owners	N/A	Independent third parties to the other owners

#04-06	Barnwell Enterprises Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in wholesale activities on a fee or commission basis (excluding online marketplaces) and providing property management services	Tay Peng Hui, Tay Gi-Nin	Independent third party to the other owners
#04-07	Lai Yock Choo, Lai Yoke Kwai, Puah Mui Choo	Individual owners	N/A	Independent third parties to the other owners
#04-08	Hock Po Holdings Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in investment holding	Lim Swe Jian	The owner is related to the owner of Unit #04-02 and Unit #04-03 by virtue of sharing the same director (namely Lim Swe Jian)
#05-01	Foqus Capital Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in management consultancy services	Phaan Khar Hau	Independent third party to the other owners
#05-02	Liverland Investments Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in real estate development and investment holding	Tan Hi-sing, Tan Hi-kong, Tan Chwee Seng	Independent third party to the other owners
#05-03	Zhou Tongquan, Xie Jinfang	Individual owners	N/A	Independent third parties to the other owners
#05-04	Jauw Brothers Pte Ltd	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in wholesale trade of a variety of goods without a dominant product and wholesale activities on a fee or commission basis (excluding online marketplaces)	Jauw Tung Lin, Liany Juwono, Jauw Djioe Jong (alias: Jauw Yuliani Yuwono)	The owner also owns Unit #03-02 and Unit #03-05
#05-05	A.O. Action Love Ltd. (fka World Evangelical Fellowship Limited)	A public company limited by guarantee incorporated in the Republic of Singapore and a charity registered under the Charities Act 1994 of Singapore which is principally engaged in activities of religious organisations	As a public company limited by guarantee, the owner has no shareholders	Independent third party to the other owners
#05-06	Hilda Loe Associates Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in management consultancy services	Kwok Kam Hon, Loe Kee Eng Hilda	Independent third party to the other owners

#05-07	Case Intelligence Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in debt collection services and management consultancy services	Dason Raj s/o Selva Raj, Lim Swannie	Independent third party to the other owners
#05-08	Teguh Widjaja	Individual owner	N/A	Independent third party to the other owners
#06-01	Lee Guan Seng Edwin	Individual owner	N/A	The owner also owns Unit #06-06
#06-02	Chieng Gek Choo, Chieng Gaik Eng, Chieng Long Heng	Individual owners	N/A	Independent third parties to the other owners
#06-03	Lee San Min Paul, Lee San Jin Tania, Lee San Yue Jade, Lee San Bao Elizabeth	Individual owners	N/A	Independent third parties to the other owners
#06-04	Inter Island Manpower Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in management consultancy services and employment agency (human resource functions and consultancy) services	Thong Yong Hin, Thong Chen Fei	Independent third party to the other owners
#06-05	Pinnacle Credit Services Pte. Ltd.	A company incorporated in the Republic of Singapore with limited liability which is principally engaged in call centre services and debt collection services	Andy Chan Kok Siong	Independent third party to the other owners
#06-06	Lee Guan Seng Edwin	Individual owner	N/A	The owner also owns Unit #06-01
#06-07	Lim Teck Chye	Individual owner	N/A	Independent third party to the other owners
#06-08	Hoo Soo Huat alias: Ho Soo Huat, Chua Soo Ching	Individual owners	N/A	Independent third parties to the other owners

Note (1): Heng Chun Investments Ltd is a company incorporated in the British Virgin Islands, in which shareholders' information is not made available through public searches, to the best of the knowledge, information and belief of the Company. The Company is unable to obtain information regarding the ultimate beneficial owner of the registered subsidiary proprietor of Unit #01-01 despite the Company's requests for the same. The Directors are of the view that since the GSM Acquisition is conducted by way of collective sale, the lack of information regarding the ultimate beneficial owner of the registered subsidiary proprietor of Unit #01-01 will not materially affect the information available to, as well as the ability of, Shareholders and potential investors to consider the GSM Acquisition and the underlying transactions contemplated therein.

Save as disclosed above, the GSM Vendors (and their ultimate beneficial owners, as applicable) are Independent Third Parties to the Group to the best of the Directors' knowledge, information and belief having made all reasonable enquiries.

LISTING RULES IMPLICATIONS

As one or more than one of the applicable percentage ratios for the GSM Acquisition is more than 25% and below 100% under Rule 14.07 of the Listing Rules, the GSM Acquisition constitutes a major transaction for the Company under the Listing Rules, and is therefore subject to the notification, announcement and shareholders' approval requirements pursuant to Chapter 14 of the Listing Rules.

CATALIST RULES IMPLICATIONS

As disclosed above under "Information about the Parties", the Company is primarily in the business of real estate management services and the GSM Acquisition is part of the Group's strategy and plan to expand its portfolio of properties managed under the space optimisation business. Profits generated from the GSM Property would be accounted for under the space optimisation business. Accordingly, the entry into the GSM Contract for the purposes of acquiring and operating the GSM Property is in the Group's ordinary course of business.

The disclosure requirements of this announcement in respect of the Acquisition are referenced from Chapter 7 of the Catalist Rules. The Acquisition is not expected to have any material financial impact on the consolidated net tangible asset per share and the consolidated earnings per share of the Group for the financial year ending 30 September 2023. Being dual-primary listed on both Catalist of the SGX-ST and the Stock Exchange, the Company has undertaken to comply with the more onerous set of listing rules. Accordingly, this announcement had been prepared in accordance with the disclosure requirements of Chapter 14 of the Listing Rules.

WRITTEN CONTROLLING SHAREHOLDER'S APPROVAL

Fragrance Ltd. is a controlling shareholder of the Company who directly holds 220,982,600 shares of the Company (representing 54.04% of the share capital of the Company) as at the date of this announcement. In accordance with Rule 14.44 of the Listing Rules, to the best of the information, knowledge and belief of the Directors, no shareholder of the Company is required to abstain from voting if the Company is to convene a general meeting for the approval of the GSM Acquisition as contemplated under the GSM Contract. The Company has obtained the written approval from Fragrance Ltd. in lieu of holding a general meeting for the GSM Acquisition. Accordingly, no shareholders' meeting will be convened by the Company to approve the GSM Acquisition.

GENERAL

A circular containing, among other things, further details of the GSM Acquisition is expected to be despatched to the Shareholders in accordance with the Listing Rules for information purposes as soon as practicable within 15 business days after the date of this announcement, being on or before 3 March 2023.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

"Board"	the board of Directors
"Catalist Rules"	Section B of the Listing Manual of the SGX-ST, as amended, supplemented or modified from time to time
"Company"	LHN Limited (formerly known as LHN Pte. Ltd.) a company incorporated with limited liability on 10 July 2014 under the laws of Singapore, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1730) and Catalist of the SGX-ST (SGX symbol: 41O)

“Completion Date”	Subject to the terms of the GSM Contract, the latest of the following dates: <ul style="list-style-type: none"> (a) three (3) months from the date of the GSM Contract; (b) three (3) months after an Order for Sale has been made for the sale of the GSM Property under the Land Titles (Strata) Act (if required) or if there is an appeal against the Order for Sale, three (3) months from the date of the judgment or order of court affirming the Order for Sale for the sale of the GSM Property; or (c) three (3) months from the date of fulfilment of all the conditions precedent in the GSM Contract.
“Consideration”	S\$80,000,000, exclusive of GST
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“GSM Acquisition”	the en-bloc acquisition of all the strata units and the common property at the GSM Property as contemplated under the GSM Contract
“GSM Contract”	the binding contract for the sale and purchase of the GSM Property entered into between the Purchaser and the GSM Vendors on 10 February 2023, which comprises (i) a tender (as amended by the revised terms and conditions of tender and sale) submitted by the Purchaser for the collective purchase of the GSM Property and (ii) the Notice of Acceptance
“GSM Property”	all the strata units and the common property at 141 Middle Road GSM Building Singapore 188976
“GSM Vendor(s)”	the registered subsidiary proprietors of the strata units in the GSM Property as listed under “Information about the Parties – Information about the GSM Vendors”, other than the registered subsidiary proprietors of Unit #03-04, Unit #04-05, Unit #05-02, Unit #05-05, Unit #05-06, Unit #05-07, and Unit #06-08, respectively, each of whom will be deemed a GSM Vendor by operation of the Land Titles (Strata) Act on the date on which the Order for Sale is obtained
“GST”	goods and services tax in Singapore (based on the prevailing rate as at the date of the GSM Contract)
“High Court”	the High Court of Singapore
“Independent Third Party(ies)”	third party(ies) independent from the Company and its connected persons, as well as the Company’s Directors, chief executive officer (or equivalent), substantial shareholders and their respective associates (as defined under the Listing Rules and the Catalist Rules)
“Land Titles (Strata) Act”	the Land Titles (Strata) Act 1967 of Singapore
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Notice of Acceptance”	the notice of acceptance issued by the GSM Vendors on 10 February 2023 with respect to the tender submitted by the Purchaser for the collective purchase of the GSM Property
“Order for Sale”	the approval of the Strata Titles Board and/or the High Court to the sale of the GSM Property and any directions made thereby

“Owner-occupied Units”	Unit #03-03A, Unit #03-04, Unit #04-01, Unit #05-01, Unit #05-02, Unit #05-05, Unit #05-06, Unit #05-07, Unit #06-01, Unit #06-04, Unit #06-06, and Unit #06-08, respectively, of the GSM Property
“Purchaser”	Coliwoo (TK) Pte. Ltd., a company incorporated in the Republic of Singapore on 19 September 2022 with limited liability, and an indirect wholly-owned subsidiary of the Company
“SGX-ST”	Singapore Exchange Securities Trading Limited
“Shareholders”	shareholders of the Company
“Strata Titles Board”	any Strata Titles Board constituted under the Building Maintenance and Strata Management Act (Cap. 30C) in Singapore
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“sq.m”	square meter(s)
“S\$”	Singapore dollars, the lawful currency of Singapore
“URA”	the Urban Redevelopment Authority of Singapore, being the national urban planning authority of Singapore and a statutory board under the Ministry of National Development of the Government of Singapore
“%”	per cent.

By order of the Board
LHN Limited
Lim Lung Tieng
*Executive Chairman and
Group Managing Director*

Singapore, 10 February 2023

As at the date of this announcement, the board of directors of the Company comprises Mr. Lim Lung Tieng and Ms. Lim Bee Choo as executive directors; and Ms. Ch'ng Li-Ling, Mr. Yong Chee Hiong and Mr. Chan Ka Leung Gary as independent non-executive directors.

** For identification purpose only*