



Far East Group Limited
(Company Registration No. 196400096C)
(Incorporated in the Republic of Singapore on 18 March 1964)

**PROPOSED ACQUISITION OF A PROPERTY LOCATED AT NEGERI SELANGOR, MALAYSIA
BY A WHOLLY-OWNED SUBSIDIARY**

1. INTRODUCTION

The Board of Directors (the “**Board**” or “**Directors**”) of Far East Group Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that its wholly-owned subsidiary, Far East Refrigeration (M) Sdn Bhd (the “**Purchaser**”), had, on 30 September 2026, entered into a sale and purchase agreement (the “**SPA**”) with Kemudi Ehsan Sdn. Bhd. (the “**Vendor**”), supplemented by a letter agreement dated 30 September 2026 between the Purchaser and the Vendor, for the proposed acquisition of the Property (as defined herein) for a consideration of RM22,704,835 (“**Purchase Price**”) on the terms and conditions contained in the SPA (the “**Proposed Acquisition**”).

2. INFORMATION ON THE PROPERTY AND VENDOR

2.1 Information on the Vendor

The Vendor is a private company incorporated in Malaysia, with company registration number 201501011210 (1136545-T) with its principal place of business at Plaza Seri Setia, Level 1-4, No.1, Jalan SS 9/2, 47300 Petaling Jaya, Selangor Darul Ehsan. The Vendor is in the business of property development, construction and other related business activities.

The Vendor is the registered and beneficial owner of the leasehold land of 99 years expiring on 15 February 2111 held under Pajakan Negeri No. Hakmilik 92990, Lot 4295, Mukim Ijok, Daerah Kuala Selangor, Negeri Selangor and measuring approximately 384,000 square metres (the “**Land**”).

The Vendor is developing the Land as an industrial development known as Taman Perindustrian Alam Perdana (Alam Perdana Central Hub), comprising a mixed industrial development (the “**Development**”). In this connection, the Vendor, at its own cost and expense, has made an application to the appropriate authority for the subdivision, surrender and alienation of the Land in accordance with the provisional individual layout plan.

Save as disclosed, the Vendor is an unrelated third party to the Company, its Directors, and its controlling shareholders, as well as their respective associates.

2.2 Information on the Property

The property to be acquired by the Purchaser comprises a parcel of the Land measuring 50,181 square feet (the “**Lot**”) together with a detached factory known as Unit No. D01 (the “**Building**”), and a gross build-up area of 37,405 square feet (collectively, the “**Property**”).

The Vendor has obtained the approved development order for the Development and is in the midst of obtaining from the relevant authorities the approved individual development order and approved individual building plans for the Property and all provisional plans and measurements

shown by the Vendor to the Purchaser may be subject to change in the approved development order and approved building plans.

As at the date of this announcement, the Property does not have a book value or net tangible asset value as it is still under development. No valuation on the Property was commissioned in connection with the Proposed Acquisition.

3. SALIENT TERMS OF THE PROPOSED ACQUISITION

Under the terms of the SPA, the Vendor will sell the Property together with the completed Building, developed according to the specifications stipulated in the SPA. Terms defined in the SPA are adopted in this announcement, unless defined otherwise.

All approvals required from the appropriate authorities for the development of the Property and the Building will be obtained and paid for by the Vendor.

3.1 Purchase Price

In accordance with the SPA, the Purchaser has agreed to purchase the Property from the Vendor for an aggregate cash consideration of RM22,704,835 (approximately S\$7,111,154¹) which shall be payable by instalments of fixed percentages, based on certain events or milestones stipulated in the Second Schedule of the SPA. Each and every instalments payment shall be paid by the Purchaser to the Vendor within 14 days from the date of notice from the Vendor describing the respective stages of construction and requesting such payments. The payment schedule for the Property is set out below:

S/N	Instalment Payable	% of the Purchase Price	Cumulative %
1.	Upon signing of SPA	10	10
2.	Within 14 days from the date of the Vendor's written notice of the completion of:		
	The site clearing and earthworks of the Building	10	20
	The piling work	10	30
	The pilecaps and stumps (if any) of the Building	10	40
	The structural framework of the Building	10	50
	The walls of the Building with the door and window frames placed in position	15	65
	The roofing to the Building	10	75
	The electrical and internal telephone trunking, plumbing (without fittings) to the Building	5	80
	Plastering of the Building	5	85
	(i) Internal Plastering		
	(ii) External Plastering	5	90
	The sewerage serving the Building	2.5	92.5
	The drains and roads serving the Building	2.5	95
3.	Upon the Vendor's written notification of the handling over of vacant possession of the Property	5	100

The Purchase Price was arrived at following arm's length negotiations between the Vendor and the Purchaser on a "willing seller-willing buyer" basis, after taking into account, *inter alia*, the rationale for the Proposed Acquisition set out in paragraph 4 of this announcement, and other commercial factors such as the location of the Property and the prevailing market conditions.

¹ Based on the exchange rate of RM1.0000 : S\$0.3132 on 29 September 2026, being the full market day preceding the date of signing of the SPA, extracted from www.xe.com.

The Purchase Price payable in cash by the Purchaser will be funded through a combination of internal resources and bank borrowings.

The position of the Property as shown in the provisional Layout Plan is believed but not guaranteed to be correct and if the position of the said Property as shown in the provisional Layout Plan shall be different from its measurements, shape, boundaries and/or land area as stated in the final separate issue document of title when issued, no error, misstatement, discrepancy or inaccuracy shall annul the sale herein nor shall it entitle the Purchaser to be discharged from the sale or purchase herein or to claim for any damages arising therefrom but the Purchase Price of the Property shall be adjusted at the rate specified in the First Schedule to the SPA.

The parties may only claim from each other in the event of there being any error, misstatement, discrepancy or inaccuracy of more than two percent (2%) between the land area as shown in the provisional Layout Plan and that is stated in the final separate issue document of title for the said Property when issued, the Purchase Price of the said Property shall be adjusted accordingly based on the rate stated in in the First Schedule to the SPA.

Any payment resulting from the adjustment shall be so paid after the issuance of the final separate issue document of title pertaining to the said Property but within fourteen (14) days of the date of notification of the same from either party.

The Company will actively monitor the adjustments made to the Purchase Price and will make the necessary disclosures in the event of material adjustments, in compliance with the Catalyst Rules.

3.2 Condition Precedent to Completion and Temporary Withholding of Progressive Billing

The completion of the SPA shall be subject to and conditional upon the written approval of the Building Plans (as defined in the SPA) by the Appropriate Authorities (the “**Condition Precedent**”)

In the event that the Condition Precedent is not obtained or fulfilled on or before 1 January 2027, or any extension of time as the parties may mutually agree, the Purchaser shall be entitled to terminate the SPA by written notice to the Vendor, whereupon the Vendor shall refund the sum of RM2,270,483.50 paid by the Purchaser upon signing of the SPA, free of interest, to the Purchaser. The SPA shall thereafter be terminated and become null and void.

The instalments payable in accordance with the stages of construction pursuant to item 2 of the schedule of payment stipulated in the Second Schedule of the SPA need not be paid by the Purchaser pending the fulfilment of the Conditions Precedent.

3.3 Delivery of Vacant Possession

Subject to any extension or extensions of time as may be allowed by the architect and provided that the Purchaser shall have paid to the Vendor all instalments of the Purchase Price and any other sum under the SPA as and when due and payable, the Property shall be practically completed and be ready for delivery of vacant possession to the Purchaser within 36 months from the date of completion of the pilecaps and stumps (if any) of the Building or the date of the SPA, whichever is later.

In the event the Vendor delays the completion of the Building and delivery of vacant possession of the Property, the Vendor shall pay the Purchaser agreed damages calculated on a daily basis at the rate of 10% per annum on the Purchase Price of the Property from such date until the date of actual or deemed delivery of vacant possession of the Property to the Purchaser, whichever is earlier.

Upon the expiration of 14 days from the date of a notice in writing from the Vendor informing the Purchaser to take delivery of vacant possession of the Property, the Purchaser shall be deemed to have taken vacant possession of the Property.

The Vendor shall do all acts and thing necessary to procure the issuance of the Certificate of Completion and Compliance in respect of the Property prior to the delivery of vacant possession of the Property to the Purchaser.

3.4 Construction of Building

The Vendor will construct the Property in a good and workmanlike manner, in compliance with generally recognised building standards and practice in accordance with the building plans approved by the appropriate authorities and in accordance with the specifications described in the Third Schedule of the SPA. No changes to or deviations from the building plan or specifications shall be made except where such changes are required by the relevant authorities or certified by the architect as necessary or expedient.

3.5 Alteration and Additions

The Purchaser is not permitted to carry out or require any alterations, additions or deviations to the Building prior to the issuance of the certificate of completion and compliance and acceptance of vacant possession, unless the Vendor provides its prior written consent. The Vendor has sole discretion to grant such consent and may impose such terms and conditions as it considers appropriate.

3.6 Defects Liability Period

Where any defects in the Building shall become apparent within 12 months from the earlier of the date the Purchaser takes or is deemed to have taken vacant possession of the Building, the Vendor is required to rectify defects arising from defective workmanship or materials at its own cost within two (2) months after receiving written notice from the Purchaser. If the Vendor fails to do so, the Purchaser may carry out the rectification works and recover the costs incurred from the Vendor, subject to first notifying the Vendor of the estimated rectification costs and providing the Vendor with a further fourteen (14) days to undertake the rectification works.

4. RATIONALE AND BENEFITS OF THE PROPOSED ACQUISITION

The rationale for the Proposed Acquisition is to consolidate the logistics operations of the Purchaser which are currently being carried out at multiple locations in Malaysia into a single location. Such consolidation would enhance management's oversight and operational efficiencies.

Further, there is a necessity for the Purchaser to seek and obtain sufficient office and warehouse space for its business operations as the Purchaser's subsidiary had commenced marketing its existing office and warehouse premises it sublets to the Purchaser, which is located at Nos. 1-1, 1-1A and 1-1B, Jalan Kalong, Off Jalan Sungai Besi, 55200 Kuala Lumpur.

In view of the foregoing, the Board believes that the Proposed Acquisition will enhance shareholder value for the Company.

5. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

5.1 Bases and Assumptions

The pro forma financial effects of the Proposed Acquisition on the Group set out below have been presented based on the latest audited financial statements of the Group for the financial year ended 31 December 2025 ("FY2025"). The pro forma financial effects are purely for illustrative purposes only and do not reflect the actual future financial position and performance of the Group after Completion. The following are the bases and key assumptions used:

- (a) the financial effects on the net tangible assets ("NTA") attributable to the owners of the Company and the NTA per share are computed assuming that the Proposed Acquisition was completed on 31 December 2025;

- (b) the financial effects on the profit attributable to owners of the Company and the earnings per share ("**EPS**") are computed assuming that the Proposed Acquisition was completed on 1 January 2025.

5.2 NTA per Share

	Before the Proposed Acquisition	After the Proposed Acquisition
NTA attributable to owners of the Company ⁽¹⁾ (S\$'000)	46,140	46,110
Number of ordinary shares (excluding treasury shares and subsidiary holdings) ('000)	111,462	111,462
NTA per Share (S\$ cents)	41.40	41.37

Note:

- (1) NTA attributable to owners of the Company refers to total assets less the sum of total liabilities, non-controlling interests, intangible assets and land use rights.

5.3 EPS

	Before the Proposed Acquisition	After the Proposed Acquisition
Profit attributable to owners of the Company ⁽¹⁾ (S\$'000)	2,234	1,939
Weighted average number of issued Shares (excluding treasury shares and subsidiary holdings) ('000)	111,462	111,462
EPS (S\$ cents)	2.00	1.74

Note:

- (1) Profit attributable to owners of the Company refers to the profit after income tax after deducting non-controlling interests.

6. RELATIVE FIGURES BASED ON RULE 1006 OF THE CATALIST RULES

The relative figures for the Proposed Acquisition computed on the bases set out in Rule 1006 of the Listing Manual Section B: Rules of Catalist of the SGX-ST (the “**Catalist Rules**”) based on the Group’s latest announced unaudited consolidated financial statements for the half year ended 30 June 2026 (“**HY2026**”) are as follows:

Rule 1006	Bases	Relative Figures (%)
(a)	The net asset value of the assets to be disposed of, compared with the Group’s net asset value	Not applicable ⁽¹⁾
(b)	The net profits attributable to the assets acquired, compared with the Group’s net profits	– ⁽²⁾
(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	61.6 ⁽³⁾
(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⁾
(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group’s proved and probable reserves	Not applicable ⁽⁵⁾

Notes:

- (1) Not applicable as this relates to an acquisition.
- (2) As the Property is under development, it has neither generated a profit nor loss. Accordingly, the Company has assigned a zero value to the net loss attributable to the Property.
- (3) Based on the Purchase Consideration of RM22,704,835.00 (approximately S\$7,111,154) and the Company’s market capitalisation of S\$11,547,000 calculated by multiplying the number of shares in the capital of the Company (excluding treasury shares) of 111,462,000 Shares by the volume weighted average market price of S\$0.1036 per share on 22 September 2026, being the last market day on which the shares were last traded on SGX-ST preceding the date of the SPA.
- (4) Not applicable as no equity securities are issued by the Company as consideration for the Proposed Acquisition.
- (5) Not applicable as the Company is not a mineral, oil or gas company.

As the relative figure computed on the basis set out in Rule 1006 (c) of the Catalist Rules exceeds 5% but does not exceed 75%, the Proposed Acquisition is classified as a discloseable transaction under Rule 1010 of the Catalist Rules. Accordingly, the Proposed Acquisition is not subject to the approval of the Company’s shareholders at a general meeting.

7. DIRECTORS’ SERVICE CONTRACTS

No person is proposed to be appointed as a director of the Company in connection with the Proposed Acquisition. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

8. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors or controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in the Proposed Acquisition, other than through their respective shareholdings (if any) in the Company.

9. DOCUMENTS FOR INSPECTION

A copy of the SPA and the letter agreement are available for inspection during normal office hours at the Company's registered office at 51 Ubi Avenue 3, Singapore 408858 for three (3) months from the date of this announcement.

10. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to exercise caution when dealing in the shares of the Company as the Proposed Acquisition is subject to certain conditions. There is no certainty or assurance that the Proposed Acquisition will be completed or that no changes will be made to the terms thereof. The Company will keep shareholders updated on material developments on the Proposed Acquisition as and when appropriate. In the meantime, shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully. Shareholders and potential investors 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

Loh Mun Yew
Executive Chairman and Chief Executive Officer
30 September 2026

*This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited ("**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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