CIRCULAR DATED 4 AUGUST 2026

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt as to the action that you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser(s) immediately.

Unless otherwise defined, capitalised terms appearing on the cover of this Circular bear the same meanings ascribed to them in the section entitled "Definitions" of this Circular.

If you have sold or transferred all your shares in the capital of Santak Holdings Limited ("**Santak**" or the "**Company**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Circular, the notice of Extraordinary General Meeting and the attached proxy form to the purchaser or transferee as arrangements will be made by CDP for a separate Circular to be sent to the purchaser or transferee. If you have sold or transferred all your ordinary shares in the capital of the Company by physical share certificate(s), you should immediately forward this Circular, the notice of Extraordinary General Meeting and the attached proxy form to the purchaser or transferee or to the bank, stockbroker or agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

*This Circular 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 "**SGX-ST**") and the SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made or reports contained in this Circular.*

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.

SANTAK

SANTAK HOLDINGS LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 200101065H)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

THE PROPOSED DISPOSAL AND LEASEBACK OF THE PROPERTY LOCATED AT NO. 8 JALAN TEKNOLOGI PERINTIS 1/3, TAMAN TEKNOLOGI NUSAJAYA, 79200 ISKANDAR PUTERI, JOHOR AS A MAJOR TRANSACTION UNDER CHAPTER 10 OF THE CATALIST RULES

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	17 August 2026, 3.00 p.m.
Date and time of Extraordinary General Meeting	:	19 August 2026, 3.00 p.m.
Place of Extraordinary General Meeting	:	4 Clementi Loop #01-01 Singapore 129810

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For the purpose of this Circular, except where the context otherwise requires, the following definitions shall apply throughout:

"Agreement" or "SPA"	:	The sales and purchase agreement dated 9 July 2026 entered into between SPMPSB (Vendor) and the Purchaser
"Board"	:	The board of directors of the Company as at the date of this Circular
"Catalist Rules"	:	The Listing Manual Section B: Rules of Catalist of the SGX-ST, as may be amended, modified or supplemented from time to time
"CDP"	:	The Central Depository (Pte) Limited
"Circular"	:	This circular to Shareholders dated 4 August 2026
"Companies Act"	:	The Companies Act 1967 of Singapore, as may be amended, modified or supplemented from time to time
"Company"	:	Santak Holdings Limited
"Comparison Method"	:	A comparison is made with recent transactions and asking prices of similar properties in the vicinity, and appropriate adjustments were made for differences in location, size, condition of buildings and present market trends
"Completion"	:	The completion of the Proposed Disposal pursuant to the Agreement
"Conditions Precedent"	:	The conditions precedent to the Completion, as further described in Section 2.4(b) of this Circular
"Consideration"	:	The sum of RM12,800,000, being the aggregate consideration for the Property, as further described in Section 2.4(a) of this Circular
"Controlling Shareholder"	:	A person who: (a) holds directly or indirectly fifteen per cent. (15%) or more of the total number of the Shares in the Company; or (b) in fact exercises control over the Company
"Date of Vacant Possession"		The date on which the vacant possession of the Property shall have been delivered to the Vendor. In the absence of any agreement to the contrary, the vacant possession of the Property shall be deemed delivered to the Vendor on the Commencement Date.
"Directors"	:	The directors of the Company as at the date of this Circular
"EGM"	:	The Extraordinary General Meeting of the Company to be convened and held on 19 August 2026 at 3.00 p.m., notice of which is set out in the Notice of EGM on pages N1 to N3 of this Circular

"FY"	:	Financial year of the Company ended or ending 30 June (as the case may be)
"Group"	:	The Company and its subsidiaries
"HY2026"	:	The half-year financial period ended 31 December 2025
"Independent Valuer"	:	MacReal International (JB) Sdn Bhd, being the independent valuer commissioned by SPMPSB to conduct an independent valuation on the Property
"Latest Practicable Date"	:	23 July 2026, being the latest practicable date prior to the despatch of this Circular
"Notice of EGM"	:	The notice of the EGM which is set out on pages N1 to N3 of this Circular
"Offer to Purchase" or "Offer"	:	The letter of offer to purchase signed on 28 April 2026 and received by the Vendor on 30 April 2026 in respect of the Property
"Property"	:	The freehold property located at No. 8 Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor, as further described in Section 2.2 of this Circular
"Proposed Disposal"	:	The proposed sale of the Property by the Vendor to the Purchaser, pursuant to, and on the terms and subject to the conditions of the SPA
"Proposed Leaseback" or "Proposed Tenancy"	:	The proposed leaseback or tenancy of the Property as described in Section 2 of this Circular
"Purchaser"	:	Success Legacy Sdn. Bhd.
"SFA"	:	The Securities and Futures Act 2001, as may be amended, modified or supplemented from time to time
"SPMPSB" or "Vendor"	:	Santak Precision Metal Parts Sdn Bhd, being the wholly-owned subsidiary of the Company
"SGX-ST"	:	Singapore Exchange Securities Trading Limited
"Share(s)"	:	Ordinary share(s) in the capital of the Company
"Shareholders"	:	The registered holders of the Shares in the register of members of the Company, except where the registered holder is CDP, the term "Shareholders" shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shares
"Substantial Shareholder"	:	A person (including a corporation) who holds directly or indirectly five per cent. (5%) or more of the total voting Shares
"Tenancy Agreement"	:	The tenancy agreement entered into under the Proposed Tenancy on 9 July 2026

"Valuation Report"	:	The valuation report dated 19 May 2026 issued by the Independent Valuer in respect of the valuation of the Property, as set out in Appendix A to this Circular
"$" and "cents"	:	Singapore dollars and cents respectively, being the lawful currency of the Republic of Singapore
"%" or "per cent."	:	Percentage or per centum

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the same meanings ascribed to them, respectively, in Section 81SF of the SFA or any statutory modification thereof, as the case may be.

The term "**subsidiary**" shall have the same meaning ascribed to it in Section 5 of the Companies Act.

The term "**treasury shares**" shall have the same meaning ascribed to it in Section 4 of the Companies Act. The term "**subsidiary holdings**" is defined in the Catalist Rules to mean shares referred to in Sections 21(4), 21(4B), 21(6A) and 21(6C) of the Companies Act.

Words importing the singular shall, where applicable, include the plural and *vice versa*, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall include corporations.

Any reference in this Circular to any statute or enactment is a reference to that statute or enactment as for the time being amended or re-enacted. Any word or term defined under the Companies Act, the SFA, the Catalist Rules or any statutory modification thereof and used in this Circular shall, where applicable, have the same meaning ascribed to it under the Companies Act, the SFA, the Catalist Rules or any statutory modification thereof, as the case may be, unless otherwise provided.

Any reference to a time of day and to dates in this Circular shall be a reference to Singapore time and dates, respectively, unless otherwise stated.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

SANTAK HOLDINGS LIMITED

(Incorporated in Singapore)
(Company Registration Number: 200101065H)

Directors:	**Registered Office:**
Mr Chen Yeow Sin *(Non-Executive Chairman and Independent Director)*	4 Clementi Loop
Mr Tan Chee Hawai *(Group Managing Director and Executive Director)*	#01-01
Mr Ng Weng Wei *(Executive Director)*	Singapore 129810
Mr Cheam Heng Haw *(Independent Director)*	
Mr Chua Siong Kiat *(Independent Director)*	

4 August 2026

LETTER TO SHAREHOLDERS

To: The Shareholders of Santak Holdings Limited

Dear Sir / Madam,

THE PROPOSED DISPOSAL AND LEASEBACK OF THE PROPERTY LOCATED AT NO. 8 JALAN TEKNOLOGI PERINTIS 1/3, TAMAN TEKNOLOGI NUSAJAYA, 79200 ISKANDAR PUTERI, JOHOR (THE "PROPOSED DISPOSAL AND LEASEBACK"), AS A MAJOR TRANSACTION UNDER CHAPTER 10 OF THE CATALIST RULES

1. INTRODUCTION

On 21 May 2026, the Company announced that a wholly-owned subsidiary of the Company, SPMPSB or the Vendor had, on 30 April 2026, received a letter of Offer to Purchase the Property. In addition, the Company announced that SPMPSB had, on 21 May 2026, accepted the Purchaser's Offer to Purchase the Property at the Consideration of RM12,800,000.

On 9 July 2026, the Company announced that the Vendor had, on the same day, entered into the SPA or Agreement with the Purchaser, in relation to the Proposed Disposal. In addition to the SPA, the Vendor has also entered into the Tenancy Agreement with the Purchaser to lease back the Property for a period of 3 years, thereby enabling the Vendor to continue its operations at the Property during the tenancy term.

As the relative figures computed under Rule 1006(a) and (c) of the Catalist Rules exceeds fifty per cent. (50%), the Proposed Disposal constitutes a "Major Transaction" under Rule 1014 of the Catalist Rules. Accordingly, the approval of the Shareholders at the EGM is required for the Proposed Disposal. Further details on the relative figures computed under Rule 1006 of the Catalist Rules are set out in Section 3 of this Circular. The Directors propose to convene the EGM, to seek Shareholders' approval for the Proposed Disposal and Leaseback.

2. THE PROPOSED DISPOSAL AND LEASEBACK

2.1. Information on the Purchaser

The Purchaser is a private company limited by shares incorporated on 10 June 2026 with registered address in Jalan Arab, Muar, Johor. It is an independent third party engaged in real estate activities involving owned or leased property in Malaysia. As at the Latest Practicable Date, the Purchaser has an issued and paid-up share capital of RM3,000 comprising 3,000 ordinary shares. The directors of the Purchaser are Goh Hwee Bee and Lily Octavia. The shareholders of the Purchaser are Goh Hwee Bee, Goh Tiong Sheng and Lily Octavia.

2.2. Information on the Property

The Property is located within the Nusajaya Tech Park, Iskandar Puteri, Johor. It is a freehold property with land area of approximately 47,469 square feet and gross floor area of approximately 31,052 square feet.

The Property currently serves as the Group's manufacturing facility for precision machined components. It is not leased to any third party, and pursuant to the Tenancy Agreement, will continue to be utilised for the Group's operations following the Completion.

2.3. Value of the Property

For the purpose of the Proposed Disposal, pursuant to Rule 1014(5) of the Catalist Rules, SPMPSB commissioned an Independent Valuer to undertake an independent valuation of the Property. None of the Directors, Controlling Shareholders, Substantial Shareholders or their respective associates have any interest, whether direct or indirect, in the Independent Valuer. Neither the Purchaser nor its director(s) and shareholder(s) have any interest, whether direct or indirect, in the Independent Valuer.

According to the Valuation Report, the Property was valued at RM13,000,000. The Comparison Method had been adopted by the Independent Valuer as the basis of valuation, whereby a comparison was made with recent transactions and asking prices of similar properties in the vicinity, and appropriate adjustments were made for differences in location, size, condition of buildings and present market trends, among other factors which might affect the value. The Board is satisfied that the Valuation Report has been prepared in accordance with the Singapore Surveyors and Valuers (SISV) Valuation Standard and Practice Guideline.

Based on the latest announced unaudited consolidated financial statements of the Group for HY2026, the net book value of the Property was approximately RM10.66 million as at 31 December 2025. As the Consideration exceeds the net book value of the Property, a net gain of approximately RM1.55 million is expected to be recognised upon Completion of the Proposed Disposal.

2.4. Salient terms of the Proposed Disposal

The salient terms of the Proposed Disposal include, *inter alia*, the following:

(a) Consideration and payment terms

The Consideration shall be fully satisfied in cash and was arrived at after arms' length negotiations and based on a willing-buyer willing-seller basis, having taking into account, *inter alia*, (i) the prevailing market conditions; (ii) the indicative value of RM13,000,000 of the Property as at 15 May 2026; and that (iii) the Offer represents the most favourable sale terms received by the Vendor to date, given its efforts to dispose the Property with a proposed leaseback arrangement. Under the SPA, the Property is sold on an "as is where is" basis, free from all charges, liens and encumbrances, and subject to the terms and special conditions of the SPA.

As set out in Section 2.3 above, pursuant to Rule 1014(5) of the Catalist Rules, the Company had commissioned the Independent Valuer to perform an independent valuation on the Property. Based on the Valuation Report, the Property has been valued at RM13,000,000 (i.e. a value which is approximately 1.56% higher than the Consideration) using the Comparison Method.

Under the SPA, the Consideration shall be payable by the Purchaser to the Vendor as follows:

(i) RM384,000, being three per cent. (3%) of the Consideration, had been paid to CBRE WTW Real Estate Sdn Bhd ("**CBRE**" or the "**Agent**") as stakeholder prior to the execution of the SPA (the "**Earnest Deposit**");

(ii) the sum of RM896,000 being seven per cent. (7%) of the Consideration (the "**Balance Deposit**") was paid in accordance with the terms of the SPA, in addition to the Earnest Deposit that was previously paid by the Purchaser, the Balance Deposit (less 3% of the Consideration, being the Real Property Gains Tax ("**RPGT**") had been retained by the Purchaser's solicitors pursuant to the SPA (the "**RPGT Retention Sum**")), was paid by the Purchaser to the Vendor's solicitors upon execution of the SPA; and

(iii) the balance of the Consideration, which is equivalent to ninety per cent. (90%) of the Consideration ("**Balance Consideration**") shall be payable at the Completion Date (as defined later). If the Purchaser is unable to pay the Balance Consideration by the Completion Date, upon receiving a written notice from the Purchaser, the Vendor agrees to grant to the Purchaser an extension of two (2) months, subject to an interest charge of eight per cent. (8%) per annum on the outstanding balance from the expiry of the Completion Date to the date of payment.

Legal possession of the Property shall be delivered to the Purchaser by the Vendor upon full payment of the Consideration.

(b) Conditions for Disposal

The Proposed Disposal will be subject to the terms and conditions of the Agreement entered into and conditional upon, *inter alia*, the following conditions precedent (the "**Conditions Precedent**"):

(i) the approval of the respective shareholders (for both the Company and the Vendor) (collectively, the "**Corporate Approval**") being obtained for the Proposed Disposal and Proposed Tenancy, which will be delivered to the Purchaser's solicitors within ninety (90) days from the date of the SPA (the "**Conditional Period**"); and

(ii) In the event the Corporate Approval is not obtained within the Conditional Period, 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 sixty (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 the SPA.

(iii) If the Corporate Approval is not obtained within the Extended Conditional Period, the SPA 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 fourteen (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 the SPA.

(c) Completion

Completion of the Proposed Disposal is expected to take place within four (4) months from the date of fulfilment of the Conditions Precedent (the "**Completion Date**").

(d) Extension of Time

If the Purchaser is unable to pay the Balance Consideration or such part thereof by the Completion Date, upon receiving a written notice from the Purchaser, the Vendor agrees to grant to the Purchaser an extension of two (2) months (the "**Extended Completion Date**") to pay the Balance Consideration or such part thereof. The Purchaser agrees to pay to the Vendor interest on the Balance Consideration or the amount still due to the Vendor, as the case may be, at the rate of eight per cent. (8%) per annum, calculated on a daily basis from the expiry of the Completion Date to the date of actual payment, such interest to be tendered together with the Balance Consideration or the amount still due, on or before the Extended Completion Date.

(e) Private Caveat by Purchaser

The Purchaser shall be entitled, at any time following the execution of the SPA, to lodge a private caveat against any dealings with the Property and the Vendor agrees to the entry of such caveat.

For the avoidance of doubt, in the event that the SPA is terminated by the Vendor due to the Purchaser's failure or neglect to pay the Balance Consideration within the stipulated time and manner, the Purchaser shall, at his sole cost and expense, forthwith procure the withdrawal of the caveat entered against the Property.

(f) Delivery of Title Deed and Refinancing

Where the Property is not charged and the Purchaser pays the Balance Consideration in cash without financing from a licensed financial institution, the Vendor shall, within fourteen (14) days after receipt of the Balance Consideration, deliver the original issue document of title and the other requisite documents under the SPA to the Purchaser's solicitors for presentation at the relevant land registry for registration of the transfer.

Where the Purchaser obtains financing from a licensed bank in Malaysia to part-finance the Consideration (the "**Financed Amount**"), the Vendor's obligation to deliver the title and the relevant completion documents is subject to:

(aa) the Vendor receiving written notification of the Financed Amount from the Purchaser's solicitors or the financier's solicitors;

(bb) the Purchaser having paid the difference between the Balance Consideration and the Financed Amount, if any (the "**Differential Sum**"), to the Vendor or the Vendor's solicitors; and

(cc) the Purchaser furnishing the Vendor with an undertaking from the financier to release the Financed Amount to the Vendor on or before the Completion Date or the Extended Completion Date, as the case may be.

Upon fulfilment of the foregoing requirements, the Vendor shall, within fourteen (14) days, deliver to the Purchaser's solicitors or the financier's solicitors:

(i) the original issue document of title of the Property;

(ii) an undertaking from the Vendor addressed to the financier to refund the Financed Amount if the transfer of the Property to the Purchaser cannot be registered for any reason, resulting in the non-registration of the financier's charge over the Property (the "**Undertaking to Refund**"); and

(iii) the other requisite documents specified in the SPA.

Where the Property is charged and the Purchaser pays the Balance Consideration in cash without financing, the Vendor shall, within fourteen (14) days after receiving a request from the Purchaser's solicitors, procure and deliver a redemption statement and a satisfactory undertaking from the existing chargee addressed to the Purchaser. The existing chargee's undertaking shall provide for the delivery of the original issue document of title and the relevant discharge documents upon receipt of the redemption sum, and the refund of the redemption sum if the discharge of charge cannot be registered (the "**Redemption Statement**").

Where the Property is charged and the Purchaser obtains financing, the Vendor shall, within fourteen (14) days after the requirements relating to the Financed Amount, Differential Sum and financier's undertaking have been fulfilled, deliver to the Purchaser's solicitors or the financier's solicitors:

(A) the Redemption Statement addressed to the financier;

(B) the Undertaking to Refund; and

(C) the other requisite documents specified in the SPA.

Any delay in the delivery of the Undertaking to Refund, the Redemption Statement, the original issue document of title or the other requisite documents beyond the prescribed period under the SPA shall be excluded when computing the time period available to the Purchaser to complete the acquisition. Accordingly, the Completion Date or the Extended Completion Date, as applicable, shall be extended by the corresponding period of delay, without interest.

(g) Default by Purchaser

If the Purchaser fails to pay the Balance Consideration on or before the Completion Date or the Extended Completion Date, the Vendor may terminate the SPA. Upon termination, the Deposit will be irrevocably forfeited to the Vendor, the SPA will become null and void and, save for antecedent breaches, neither party will have any further claim against the other.

(h) Default by Vendor

If the Vendor wilfully defaults, fails or neglects to transfer the Property after the Purchaser has tendered the Balance Consideration, or breaches the terms and conditions of the SPA and fails to remedy a remediable breach within thirty (30) days after written notice by the Purchaser, the Purchaser may require the Vendor to refund all monies paid together with a further sum equal to ten per cent. (10%) of the Consideration as agreed liquidated damages within thirty (30) days, or alternatively seek specific performance. The SPA will become null and void and of no further effect, neither party will have any further claim against the other.

(i) Deed of Mutual Covenants

As the Property forms part of the gated development known as Nusajaya Tech Park and is subject to an existing deed of mutual covenants, the Purchaser is required to comply with that deed, execute the replacement deed of mutual covenants and related undertaking required by the developer, pay the applicable sale notification deposit and indemnify the Vendor against losses arising from the Purchaser's non-compliance.

(j) Real Property Gains Tax

The Vendor and the Purchaser are required, within sixty (60) days from the date of signing of the SPA, to comply with Section 13 of the Real Property Gains Tax Act 1976 (the "**RPGT Act**") by submitting the relevant return forms to the Director-General of Inland Revenue ("**DGIR**") and adhering to all directions that may be issued by him in connection therewith.

Unless otherwise exempted or extended, the Purchaser is further required, within sixty (60) days from the date of the SPA, to comply with Section 21B of the RPGT Act by retaining three per cent. (3%) of the Consideration and remitting the appropriate sum, being the RPGT Retention Sum to the DGIR towards payment of any real property gains tax chargeable on the Vendor. In the event that the RPGT Retention Sum is insufficient to discharge the tax liability, the Vendor shall forthwith pay the additional tax together with any penalty imposed by the DGIR (if applicable).

The Vendor has undertaken to indemnify and keep the Purchaser indemnified against all claims, demands, proceedings, costs and expenses which may be incurred or suffered by the Purchaser as a result of any additional real property gains tax imposed beyond the RPGT Retention Sum, any revision of the retention sum under Section 21B of the RPGT Act, or any failure by the Vendor to comply with the provisions of the RPGT Act.

2.5. Salient terms of the Proposed Tenancy or Leaseback

The salient terms of the Proposed Tenancy include, *inter alia*, the following:

Tenancy Term:	Three (3) years from the Commencement Date and expiring on the Expiration Date
Commencement Date:	The Completion Date of the Agreement or SPA as defined therein
Expiration Date:	Three (3) years from the Commencement Date
Monthly Rent:	RM 75,000 per month only, payable biannually in advance, without any deduction, counterclaim or set-off and whether or not formally demanded. The first payment comprises the proportionate rent calculated from the Commencement Date up to the last day of the then current six (6)-month rental period shall be made within fourteen (14) days from the Commencement Date. Thereafter, the rent shall be paid in advance on or before the first (1st) day of each successive six (6)-month rental period throughout the Tenancy Term. For the avoidance of doubt, where the Commencement Date falls on a day other than the first (1st) day of a six (6)-month rental period, the rent payable for the period from the Commencement Date to the end of the calendar month shall be apportioned on a daily basis. Monthly Rent is exclusive of the sales and service tax, duty, levy or charge (other than direct tax on income) (collectively, the "**Indirect Tax**") arising from the Proposed Tenancy which shall be borne solely by the Vendor.
Renewal Term:	In the event that the Vendor wishes to renew the Tenancy Term for a further period, the Vendor (the "**Tenant**") shall give a written notice to the Purchaser (the "**Landlord**") at least 2 month prior to the relevant Expiration Date and the Landlord shall, subject to the Vendor not being in material breach of any provisions herein and the Vendor has paid the shortfall for the increased Security Deposit, grant a tenancy for 3 years upon the same terms and conditions and at a rent equivalent to the market value of similar properties or such Monthly Rent as may be mutually agreed upon by the Purchaser and the Vendor.

Security Deposit	RM 450,000 only, which is equivalent to 6 months of the Monthly Rent. The Security Deposit is payable within fourteen (14) days from the Commencement Date and must be maintained throughout the Tenancy Term, including being topped up if the Monthly Rent is increased.
Utilities Deposit	RM 37,500 only, which is equivalent to ½ month of the Monthly Rent. The Vendor is required to apply its own utility accounts and pay the deposit and connection fees directly to the relevant authorities. The Utilities Deposit is payable within fourteen (14) days from the Commencement Date.
Maintenance:	The Vendor shall maintain the Property in good order and at the end of the Tenancy Term, shall surrender the Property in good tenantable condition and free from any pollution or contamination. Upon surrender of the Property, the Vendor shall remove any rubbish, improvements and fixtures effected by the Vendor and signs owned by the Vendor provided that the removal is completed prior to the Expiration Date and any damage caused by the removal of the same shall be repaired by the Vendor at its own costs or be paid by the Vendor to the Purchaser prior to the refund of the Security Deposit; and The Vendor shall be responsible for any modifications to the Property arising out of the Vendor's use of the Property and for other improvements required to be complied arising from any amendments to the by-laws, amendments to or the enactment of other similar laws resulting from the Vendor's use of the Property. If the Vendor fails to reinstate the Property to its original condition as at the Commencement Date upon expiry or earlier termination of the Tenancy Agreement, the Purchaser may carry out the reinstatement works and recover the costs from the Vendor or deduct them from the Security Deposit.
Insurance:	The Vendor shall be responsible and obligated, at its own costs and expense, to take up insurance cover on the Vendor's and/or the Vendor's customers' assets, properties, fixtures, fittings, goods, machineries and chattels on the Property against such risks that may be deemed necessary by the Vendor, which shall include risks against event or events of *force majeure*, fire, burglary, theft and any other risk in relation to the Permitted Use.
Lawful Outgoings	The Purchaser shall be responsible for payment of quit rent in respect of the Property, maintaining and paying the fire insurance premium in respect of the fire insurance policy over the Property. The Vendor shall be responsible to pay all outgoings and charges relating to or arising from its occupation and use of the Property, including but not limited to property assessment, maintenance/service charges, sewerage charges, garbage disposal charges, utility charges in respect of the Property.

Expiration and Termination	The Vendor shall yield and deliver vacant possession of the Property in good tenantable repair and condition and reinstate the Property to its original condition as at the Commencement Date or the Date of Vacant Possession, whichever is the earlier, in accordance with the Vendor's covenants herein on the Expiration Date or sooner determination of this Tenancy Agreement. In the event of early termination, the Vendor shall pay the Purchaser the rent for the unexpired term.
Conditions Precedent	The Proposed Tenancy is conditional upon the Corporate Approval being obtained and delivered within ninety (90) days from the date of the SPA, subject to an extension of a further sixty (60) days by written notice. If the Corporate Approval is not obtained within the extended period, or if the SPA is terminated for any reason, the Tenancy Agreement will terminate, save for any claims arising from any antecedent breach.
Permitted Use	Manufacturing precision machined parts and ancillary activities.
Lock-in Period	The Tenant is required to occupy the Property for the full three (3)-year Tenancy Term and may not terminate, surrender or abandon the tenancy during the Lock-in Period without the Landlord's prior written consent. If the Tenancy Agreement is terminated during the Lock-in Period due to any default or omission by the Tenant, the Tenant shall pay the Landlord liquidated damages equivalent to the total rent payable for the remaining unexpired portion of the Lock-in Period. The Landlord may deduct such amount from the Security Deposit and recover any shortfall from the Tenant.
Stamp Duty and Stamping Fees	The Vendor shall bear all stamp duty and stamping fees in respect of the Tenancy Agreement.
Assignment and Subletting	The Vendor may not assign the Tenancy Agreement, sublet the Property, transfer possession or control, or permit occupation by another party without the Purchaser's prior written consent.
Late Payment Interest	If any Monthly Rent remains unpaid for more than fourteen (14) working days after it becomes due, late payment interest will accrue at eight per cent. (8%) per annum, calculated daily from the due date until full payment.

2.6. Rationale for the Proposed Disposal and Proposed Leaseback and use of proceeds

As the Proposed Disposal and Proposed Leaseback is expected to result in a disposal gain of between approximately RM1.55 million and RM1.46 million (after deducting the estimated transactional expenses of approximately RM0.48 million to be incurred in connection with the Proposed Disposal and Leaseback), based on the net book value of the Property of approximately RM10.66 million and RM10.80 million as at 31 December 2025 and 30 June 2025 respectively, the Board is of the view that the Proposed Disposal and Leaseback is in the best interest of the Group given the following:-

a. The Offer represents the most favourable sale terms received by the Vendor to date and the Consideration is comparable to the market value of the Property as assessed by the Independent Valuer. The Proposed Disposal, together with the Proposed Tenancy or Leaseback will enable the Group to realise the fair value of its investments in the Property, while continue to utilise the Property for its existing operations without incurring relocation, fitting out costs and opportunity costs from potential downtime which is likely to be material if a new premise is being rented instead. In addition, the rental rates offered are favourable compared to prevailing market asking rental rates of similar properties of comparable size in the vicinity.

b. The Proposed Tenancy will allow the Group to utilise the premises for its operations after the Completion.

c. The Board is of the opinion that the Proposed Tenancy or Leaseback under the Tenancy Agreement constitutes a transaction undertaken in connection with the Company's ordinary course of business in the manufacturing of precision metal components. The Proposed Tenancy of the factory property will enable the Company to continue utilising the premises for its manufacturing operations following the Proposed Disposal. This arrangement will allow the Group to maintain uninterrupted use of the factory property for its existing operations, thereby avoiding relocation expenses, fitting-out costs, and the opportunity cost associated with potential downtime. Such costs and disruptions would likely be material if the Company were required to secure and move into alternative premises. Furthermore, the rental rates offered under the Proposed Tenancy are favourable when benchmarked against prevailing market asking rents for comparable properties of similar size within the same vicinity. Accordingly, the Board is of the view that the requirements under Chapter 10 of the Catalist Rules should only be applicable to the Proposed Disposal.

d. The Proposed Disposal is expected to generate a net gain on disposal, and result in an estimated net positive cash inflow of approximately RM12.32 million (the "**Net Proceeds**") (after deducting estimated expenses *inter alia* commission, legal fees, taxes and other expenses of approximately RM0.48 million in relation to the Proposed Disposal (the "**Transactional Expenses**")), The Net Proceeds will strengthen the Group's liquidity and provide flexibility to re-allocate resources to optimise assets utilisation.

e. The Proposed Disposal also allows the Group to strengthen its balance sheet via strategic asset monetisation initiatives and enhance its cash flow. At the same time, the Proposed Leaseback provides minimum or no disruption to the Group as it can continue with its use.

f. The Board is of the view that there will be no material adverse change in the risk profile of the Group arising from the Proposed Disposal and Proposed Tenancy. The excess of rental expenses from the Proposed Tenancy over the depreciation and other expenses savings from the Proposed Disposal is expected to be approximately RM0.61 million per annum, which is more than compensated with the Net Proceeds of approximately RM12.32 million.

g. The Board believes that the Proposed Disposal and Proposed Tenancy are in the best interests of the Group and its Shareholders, as it will enable the Group to realise the value of the Property while maintaining operational continuity.

   The Proposed Disposal and Proposed Tenancy will not result in any contravention of applicable laws, regulations or the Company's constitution.

The Company expects to receive gross proceeds of RM12.80 million from the Proposed Disposal (excluding the Transactional Expenses). After deduction of the Transactional Expenses, the Net Proceeds is approximately RM12.32 million. The Net Proceeds shall be utilised for general working capital and capital expenditure requirements of the Group.

Pending deployment of the Net Proceeds for such purposes, the Net Proceeds may be placed in deposits with banks or financial institutions as the Directors may, in their absolute discretion, deem fit.

2.7. Financial Effects of the Proposed Disposal and Proposed Tenancy

The Proposed Disposal and Proposed Tenancy or Leaseback are not expected to have any material effect on the earnings per Share ("**EPS**") and net tangible assets ("**NTA**") per Share for the Group for the financial year ended 30 June ("**FYE**") 2026, as completion is expected to occur after 30 June 2026. Barring unforeseen circumstances, and on the assumption that the Proposed Disposal and Proposed Tenancy will be completed during FYE 2027, the Proposed Disposal and Proposed Tenancy may be expected to have a positive material effect on the EPS and NTA for the current financial year ending 30 June 2027, based on the audited financial performance and position for FYE 2025.

The pro forma financial effects of the Proposed Disposal and Proposed Tenancy, as set out below, are provided for illustrative purposes only and do not necessarily reflect the future actual financial position and results of the Group following Completion.

<u>NTA per Share</u>

For illustrative purposes only, assuming the Proposed Disposal and Proposed Tenancy had been effected on 30 June 2025 (being the end of the latest announced audited full financial year for the Group), the pro-forma financial effect of the Proposed Disposal and Proposed Tenancy on the Group's NTA per share would be as follows:-

	Before the Proposed Disposal and Proposed Tenancy	**After the Proposed Disposal and Proposed Tenancy**
Consolidated NTA attributable to the Shareholders of the Company (S$'000)	7,439	7,881 (1)
Number of Shares (excluding treasury shares)	107,580,980	107,580,980
Consolidated NTA per share attributable to the Shareholders of the Company (Singapore Cents)	6.92	7.33

<u>Note:</u>

(1) *The computation of NTA after the Proposed Disposal and Proposed Tenancy has taken into account the transactional expenses related to the Proposed Disposal and Proposed Tenancy.*

<u>Loss per Share ("**LPS**")</u>

For illustrative purposes only, assuming the Proposed Disposal and Proposed Tenancy had been effected on 1 July 2024 (being the beginning of the latest announced audited financial year for the Group), the proforma financial effects of the Proposed Disposal and Proposed Tenancy on the LPS for the financial year ended 30 June 2025 ("**FY2025**") would be as follows:

	Before the Proposed Disposal and Proposed Tenancy	**After the Proposed Disposal and Proposed Tenancy**
Net Loss attributable to the Shareholders of the Company (S$'000)	(2,391)	(2,155) (1)
Weighted average number of Shares (excluding treasury shares)	107,580,980	107,580,980
Consolidated LPS (Singapore Cents)	(2.22)	(2.00)

<u>Note:</u>

(1) *The proforma financial effects are determined after taking into account the gain on disposal as at 1 July 2024 and based on the assumptions of depreciation, rental and other expenses as well as property tax.*

Gearing Ratios

For illustrative purposes only, assuming the Proposed Disposal and Proposed Tenancy had been effected on 30 June 2025 (being the end of the latest announced audited full financial year for the Group), the pro-forma financial effect of the Proposed Disposal and Proposed Tenancy on the Group's gearing ratios would be as follows:-

	Before the Proposed Disposal and Proposed Tenancy	After the Proposed Disposal and Proposed Tenancy
Total Debt (S$'000)[1]	2,151	3,466
Total Equity (S$'000)	7,447	7,889
Gearing Ratio (%)[2]	22.4%	30.5%

Note:

(1) Total debt includes, inter alia, trade and other payables and lease liabilities. The Group will not be entering into any new external borrowing. The increase in debt is due to lease liabilities to be recognized under SFRS(1)16.

3. REQUIREMENTS UNDER CHAPTER 10 OF THE CATALIST RULES

3.1. Relative figures computed on the bases set out in Rule 1006 of the Catalist Rules

Based on the latest announced unaudited consolidated financial statements of the Group for HY2026, the relative figures for the Proposed Disposal as computed on the bases set out in Rule 1006 of the Catalist Rules are as follows:

Rule 1006 of the Listing Manual	Bases	Relative Figures
1006 (a)	Net asset value of the assets to be disposed of, compared with the group's net asset value	54.2%[1]
1006 (b)	Net profits attributable to the assets acquired or disposed of, compared with the group's net profits	Not applicable[2]
1006 (c)	Aggregate value of the consideration given or received, compared with the issuer's market capitalisation, based on the total number of issued shares excluding treasury shares	103.6%[3]
1006 (d)	Number of equity securities issued by the issuer as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable
1006 (e)	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

Notes:

(1) Based on the net asset value (including renovation and electrical installation) of the Disposed Assets of approximately S$3.37 million as at 31 December 2025 and the net assets value of the Group of approximately S$6.22 million as at 31 December 2025.

(2) Not applicable as the Property is for the Group's own-use and thus does not generate any income or revenue.

(3) Computed based on the Consideration of RM12.8 million (approximately S$4.1 million based on the exchange rate of S$0.3223:RM1 as at 30 April 2026) and the market capitalization of the Group of approximately S$3.98 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 S$0.037 per share as transacted on 11 May 2026 (being the last market day on which the shares were traded prior to the date of the signing of the Offer to Purchase).

In the event the ratios are 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 the date of execution of the SPA) and the market capitalisation 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 S$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 SPA), the ratio would be approximately 41.8%.

As the relative figures under Rules 1006 (a) and (c) of the Catalist Rules exceed 50%, the Proposed Disposal constitutes a "major transaction" under Rule 1014 of the Catalist Rules and the Company will be seeking Shareholders' Approval for this Proposed Disposal at an EGM in due course.

4. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

4.1. Interests in the Company

The interests of the Directors and the Substantial Shareholders in the issued share capital of the Company, as recorded in the register of Directors' shareholdings and the register of Substantial Shareholders of the Company respectively, as at the Latest Practicable Date, are as follows:

	Direct Interest		Deemed Interest		Total Interest	
	Number of Shares	%	Number of Shares	%	Number of Shares	%
Directors						
Tan Chee Hawai	45,518,675	42.3	-	-	45,518,675	42.3
Ng Weng Wei	1,618,000	1.5	-	-	1,618,000	1.5
Substantial Shareholders						
Heng Kheng Hwai(1)	-	-	45,518,675	42.3	45,518,675	42.3
Erik Wang Wah Khiam(2)	30,487,805	28.3	-	-	30,487,805	28.3
Go Mei Lin	6,201,600	5.8	-	-	6,201,600	5.8
Yap Quan or Christine Yap Lye Kum	5,647,000	5.2	-	-	5,647,000	5.2

Notes:

(1) *Mdm Heng Kheng Hwai's deemed interest is derived from 45,518,675 Shares held by her spouse, Mr Tan Chee Hawai.*

(2) *Erik Wang Wah Khiam acquired 16,776,810 Shares from Tan Ah Wo by way of married deal on 29 May 2026. Subsequently, on 18 June 2026, he acquired a further 4,667,000 Shares from Heng Kheng Hwai, 6,704,100 Shares from Tan Sin Hock and 2,339,895 Shares from Tan Chee Hawai, also by way of married deal on 18 June 2026.*

4.2. Interests in the Proposed Disposal and Proposed Tenancy

Save for their interests in the Shares as disclosed in the table above, none of the Directors, Controlling Shareholders or Substantial Shareholders of the Company have any interest, direct or indirect, in the Offer, Proposed Disposal and Proposed Tenancy.

5. DIRECTORS' SERVICE CONTRACTS

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

6. DIRECTORS' RECOMMENDATION

After having considered, amongst others, the terms of the Offer and the rationale for the Proposed Disposal and Proposed Tenancy, the Directors are of the opinion that the Proposed Disposal and the Proposed Tenancy are in the best interests of the Company. Accordingly, the Directors recommend that Shareholders vote in favour of the Ordinary Resolution in respect of the Proposed Disposal and Proposed Tenancy as set out in the Notice of EGM.

7. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages N-1 to N-3 of this Circular, will be held at 4 Clementi Loop #01-01 Singapore 129810 on 19 August 2026 at 3.00 p.m. for the purpose of considering and, if thought fit, passing with or without any modifications, the Resolution in respect of the Proposed Disposal and the Proposed Tenancy as set out in the Notice of EGM.

8. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders should refer to the Notice of EGM as set out on pages N-1 to N-3 of this Circular, for further information, including the steps to be taken by Shareholders to participate at the EGM.

9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposed Disposal, Proposed Tenancy, and the Group. The Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular 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 this Circular in its proper form and context.

10. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at the registered office of the Company at 4 Clementi Loop, #01-01, Singapore 129810, during normal business hours from the date of this Circular up to and including the date of the EGM:

(a) the Offer to Purchase;

(b) the Agreement or SPA;

(c) the Tenancy Agreement; and

(d) the Valuation Report.

Yours faithfully

For and on behalf of the Board of Directors of
SANTAK HOLDINGS LIMITED

Chen Yeow Sin
Chairman

MacReal

Ref.: JB/308/2026/YYJ

MACREAL

REPORT AND VALUATION

OF

PTD4472, MUKIM OF TANJUNG KUPANG
DISTRICT OF JOHOR BAHRU
JOHOR DARUL TA'ZIM

(Address : No. 8, Jalan Teknologi Perintis 1/3
Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor Darul Ta'zim)

(Client: Santak Precision Metal Parts Sdn Bhd)

MacReal

CONTENTS

MacReal INTERNATIONAL (JB) SDN BHD Co.No. 1092298-M

No.27-B,Jalan Undan 15, Taman Perling
81200 Johor Bahru, Johor Darul Takzim.
Tel/Fax No.: +607-2411 535
Website: www.macrealinternational.com

RICS VE(1)0220/5

Our Ref. : JB/308/2026/YYJ

19th May 2026

SANTAK PRECISION METAL PARTS SDN BHD
No. 8, Jalan Teknologi Perintis 1/3
Taman Teknologi Nusajaya
79200 Iskandar Puteri
Johor Darul Ta'zim

Dear Sir/Madam/Miss,

REPORT AND VALUATION
PTD 4472, MUKIM OF TANJUNG KUPANG, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR.
(Address: No. 8, Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor Darul Ta'zim.)

We thank you for your instruction to advise on the Market Value of the above-mentioned property for the Proposed Sale and Leaseback purposes.

We have inspected the subject property and investigated available information and data relevant to the property. Our valuation is prepared in compliance with the Malaysian Valuation Standards (MVS) issued by the Board of Valuers, Appraisers and Estate Agents Malaysia. This report and valuation is subject to the standard limiting conditions attached at the end of the report.

We are of the opinion, the values of the Freehold subject property on 'as is where is basis' (in its existing condition), with benefit of vacant possession and a good registerable title free from encumbrances are as follows:-

Market Value	:	**RM13,000,000/-** **(Ringgit Malaysia: Thirteen Million Only)**

The values indicated above are to be read in the context of our full Report and Valuation contained herein. It is pertinent to note that this Report & Valuation is prepared specifically for the above intended purpose only and should NOT be used for any other purpose without our prior written consent.

For and on behalf of
MACREAL INTERNATIONAL (JB) SDN BHD

Sr. WONG YEE LECK, *MRISM, MPEPS*
Registered Valuer – (V 934)

IMPORTANT NOTE:

The signature in this page should be in blue ink. If not please call the signatory to authenticate the value reported.

MacReal

Ref.: JB/308/2026/YYJ

MACREAL

1.0 TERMS OF REFERENCE

Our instructions are to value the above-mentioned property for Proposed Sale and Leaseback purposes.

2.0 DEFINITION

Market Value

Market Value is the estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

3.0 THE SUBJECT PROPERTY

The subject property is **a unit of single-storey developer's designed detached factory with mezzanine floor, guard house and a bin centre.** It is located at Jalan Teknologi Perintis 1/3 in Taman Teknologi Nusajaya, Iskandar Puteri, Johor Darul Ta'zim.

4.0 DATE OF INSPECTION

The subject property was inspected by Yeoh Ying Jing on 15th May 2026.

5.0 DATE OF VALUATION

15th May 2026

6.0 LOCATION

The subject property is located at Jalan Teknologi Perintis 1/3 in Taman Teknologi Nusajaya, Iskandar Puteri, Johor Darul Ta'zim. It bears the postal address No. 8, Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor Darul Ta'zim.

Taman Teknologi Nusajaya is located about 3 kilometres by road due south of Gelang Patah town. Whilst, Kota Iskandar and Johor Bahru city centre are located about 8 kilometres and 26 kilometres by road from the subject estate respectively.

It is easily accessible via the Coastal Highway, Malaysia-Singapore Second Link and North-South Highway.

Taman Teknologi Nusajaya (Nusajaya Tech Park) is a component of Gerbang Nusajaya. This ongoing industrial development spans 210-hectare of land. The first phase of the developments has been completed, comprising semi-detached factories equipped with a 3-tier security system, landscaping, and open areas. Other committed prominent industry users within the scheme include Paris Baguette Logistics Sdn Bhd and data center for Telekom Malaysia Berhad and Equinix JH2.

The subject development is approachable from Johor Bahru city centre via the Jalan Tun Abdul Razak, Coastal Highway, internal service roads leading to Taman Teknologi Nusajaya and thereafter via Jalan Teknologi Perintis 1/3, the frontage road to the subject development.

A location plan of the subject property is attached in Appendix 'A' at the end of this report and reference may be made thereto.

7.0 SURROUNDING DEVELOPMENTS

Taman Teknologi Nusajaya is a well-planned and gated and guarded on-going industrial development comprising 1½-storey semi-detached factories, individually-designed detached factories as well as vacant industrial lands.

Prominent landmarks neighbouring the subject scheme are EduCity, Legoland Malaysia, Puteri Harbour, Kota Iskandar and Gleneagles Medini Malaysia.

Notable housing schemes located in the vicinity include Ledang Heights, Leisure Farm Resort, Aspira ParkHomes, Aspira LakeHomes, East Ledang, Eco Botanic, Medini, Denai Nusantara, Taman Nusa Perintis 1 to 3 and Taman Dato' Syed Mohd Idrus. Industrial developments include Taman Perindustrian Nusa Cemerlang and Kawasan Perindustrian SILC.

8.0 PARTICULARS OF TITLE

The following title particulars were obtained through a private search carried out on 19th May 2026 at the Registry of Land Titles, Johor Darul Ta'zim in Kota Iskandar. The history of the title has not been investigated and this should be undertaken by a solicitor if necessary:-

Lot No.	:	PTD 4472
Title No.	:	HSD 548699
Mukim	:	Tanjung Kupang
Locality	:	Precin E – Commerce Park
District	:	Johor Bahru
State	:	Johor
Land Area	:	0.441 hectare

Tenure	:	Freehold
Quit Rent	:	RM2,550.00
Registered Proprietor	:	Santak Precision Metal Parts Sdn Bhd
Endorsement	:	Amendment to quit rent, "Pindaan Cukai Tanah" vide Prsn. No. 7364/2019 dated 28th October 2019.
Category of Land Use	:	"Perusahaan/Perindustrian"
Express Conditions	:	1) "Tanah ini hendaklah digunakan untuk kilang bagi tujuan Perusahaan Sederhana Sesebuah dan kegunaan lain yang berkaitan dengannya dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan." 2) "Segala kekotoran dan pencemaran akibat aktiviti ini hendaklah disalurkan / dibuang ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Tempatan berkenaan." 3) "Segala dasar dan syarat yang ditetapkan dan dikuatkuasa dari semasa ke semasa oleh Pihak Berkuasa hendaklah dipatuhi."
Restriction-In-Interest	:	"Tiada"

9.0 DESCRIPTION OF PROPERTY

a) The Site

PTD 4472 is an almost rectangular shape intermediate industrial plot with a titled land area of 0.441 hectare. The subject site has a frontage of about 44.000 metres onto Jalan Teknologi Perintis 1/3 and a plot depth of approximately 87.025 metres.

We have not conducted any reconnaissance survey to identify the boundary stones nor establish any encroachment of its boundary lines. However, we have assumed that the physical demarcations on the site correspond with those as shown on the site plan of the title document or the survey sheet.

The site is flat and sits at level with the frontage road. The entrance to the site is secured by retractable aluminium gate. Its site boundaries are demarcated by galvanized steel grilless.

A site plan of the subject property is attached in Appendix 'B' at the end of this report and reference may be made thereto.

b) The Building

At the date of inspection, we observed that the following buildings are constructed on-site:

1) Single-storey developer-designed detached factory with mezzanine floor
2) Guard house
3) Bin centre

Buildings improved on the subject site are briefly described as follows:-

1. Single-storey developer's designed detached factory with mezzanine floor

Framework	:	Reinforced concrete framework and non-suspended slabs
Walls	:	Plastered brickwalls topped with metal claddings supporting steel trussed roofwork.
Roof	:	Metal deck roofing insulated with fiberglass wool on aluminium foil and wire mesh
Ceiling	:	Plastered boards and clear height.
Main entrances	:	Factory area is secured by metal roller shutters whilst lobby area is secured with dual leaf aluminium framed glass door
Doors	:	Fire-rated timber, plywood flush and PVC type
Windows	:	Aluminium framed glass panel fixed, swing and top hung
Wall finishes	:	Plastered and painted with the 'wet' areas additionally lined with ceramic wall tiles.
Floor finishes	:	Ceramic tiles and cement rendered.
Vertical access	:	Reinforced concrete staircase finished with ceramic tiles/cement rendered
Accommodation	:	**Ground floor** Factory area, lobby, pump room, compressor room, utility room, maintenance room, MSB room, sprinkler room, loading bay, pantry and toilets **Mezzanine floor** Office area, utility area, office room, conference room, meeting room,surau, pantry and toilets
Gross floor area	:	2,884.8 square metres

2. Guard House

Framework	:	Reinforced concrete frames structure
Walls	:	Cement plastered concrete walls.
Roof	:	Pitched roof covered with metal sheets
Ceiling	:	Fair faced concrete
Doors	:	Timber flush door and PVC door.
Windows	:	Aluminium framed glass panel fixed, sliding and top hung units.
Wall finishes	:	Plastered and painted with is further lined with ceramic wall tiles.a/
Floor finishes	:	Ceramic tiles and cement rendered.

3. Bin centre

Framework	:	Reinforced concrete frames structure
Walls	:	Cement plastered concrete walls.
Roof	:	Flat roof
Ceiling	:	Fair-faced concrete
Doors	:	Metal doors
Wall finishes	:	Plastered and painted.
Floor finishes	:	Cement rendered.

Approved building plan of the above buildings are attached for reference in Appendix 'C' at the end of this report.

Condition

The subject property is in a good state of repair and decorative condition.

We noted that the subject buildings have been approved by Majlis Bandaraya Iskandar Puteri according to Pelan No. MBIP(JB)TU 9/9/759/2019 dated 22th September 2019.

Photographs depicting a general and internal view of the subject property are attached for reference as Appendix 'P'.

10.0 BUILDING FACILITIES

The buildings are installed with fire protection equipment such as fire sprinklers with fire hose reel, portable fire extinguishers, addressable breakglass completed with alarm bell, exit signs and emergency lights

11.0 PLANNING PROVISION

The subject property is designated for industrial use as noted in the title deed. It has been issued with the Certificate of Completion and Compliance with Plan No. MBPBT(JB)RP/9A/1/2014, approved on 20th August 2014. The certified copy of the Certificate of Completion and Compliance is attached as APPENDIX D.

12.0 MARKET OBSERVATION

Malaysia Economy and Property Market

The Malaysian property market is poised for steady growth in early 2026, driven by robust economic expansion, ongoing infrastructure development, and stable financing conditions. Industry experts anticipate an increase in property transactions and values, aligning with the government's projection of exceeding RM250 billion in total transaction value this year. This upward trend follows consistent improvements in market activity, with total transaction value rising from RM196.8 billion in 2023 to RM232.3 billion in 2024, indicating healthy market conditions rather than speculative behavior.

Industrial and logistics properties are expected to spearhead this growth, fueled by manufacturing activity and foreign investment, with new industrial parks being developed nationwide.

Johor, in particular, is benefiting from significant approved investments, attracting RM91.1 billion in the first nine months of 2025. Developments like the Johor Baru (JB)-Singapore Rapid Transit System (RTS) Link, Johor-Singapore Special Economic Zone (JS-SEZ), and Forest City Financial Zone are anticipated to boost the Johor property market, making it an attractive option for those seeking proximity to Singapore without its high prices.

While the residential segment is expected to remain stable with modest price increases in well-located areas, selected commercial properties, especially prime offices, are also projected to perform well. Urbanization and demographic trends, including migration to key cities and a growing working-age population, continue to sustain demand for residential and mixed-use developments, as well as support the rental market. Tourism recovery is also expected to positively impact hospitality-related developments and short-term accommodation demand.

Government policies and incentives, such as housing initiatives and stamp duty exemptions, are further stimulating transactions.

(Source : The Star, Property Market Eyes New Heights, February 2026)

Southern Region Property Market

Iskandar Malaysia will see a sustained growth cycle, anchored in the spillover from Singapore, improved connectivity and institutional investments. The industrial property sector sees expansion driven by foreign investments and manufacturing diversification.

Average transaction value rose from RM4.7 million in 3Q2024 to RM7 million in 3Q2025, reflecting greater buyer selectivity for strategic assets. Contributing factors include rising costs in Singapore, facilitation of the Johor-Singapore Special Economic Zone (JS-SEZ) and alignment with shifts in the global supply chain.

However, due to the recent 2026 Middle East oil conflict and record-high diesel prices, Johor's detached factory industrial property market is experiencing heightened uncertainty amid the ongoing energy crisis, which has become a defining challenge for Malaysia's manufacturing and logistics sectors. Rising fuel and electricity costs are eroding profit margins for factory operators, particularly those managing large detached facilities that require significant energy to power machinery, boiling and cooling systems, and logistics operations.

Developers and investors are also facing escalating construction costs due to global supply chain disruptions and inflation in raw materials such as steel and cement, making new detached factory projects more expensive and less predictable.
(Source : The Edge, Property market to remain stable, backed by prime office, industrial and tourism-related sectors, January 2026)

13.0 OCCUPANCY DETAILS

The subject property is presently occupied.

14.0 PUBLIC SERVICES

Mains water, electricity and telephone lines are available and can be connected to the subject property. Public transport in the form of buses and taxis are available in the vicinity at regular intervals.

Local services are provided by Majlis Bandaraya Iskandar Puteri.

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Ref.: JB/308/2026/YYJ **MACREAL**

15.0 BASIS OF VALUATION

The basis of valuation is the Market Value of the subject property as **a unit of single-storey developer's designed detached factory with mezzanine floor, guard house and a bin centre**

16.0 METHOD OF VALUATION

In arriving at the Market Value of the property, we have adopted the Comparison Method.

Utilizing the Comparison Method, transactions and asking prices of similar properties in the locality are analyzed for comparison purposes and adjustments made for location, size, condition of building, present market trends and other differences.

17.0 EVIDENCE OF VALUE

In arriving at the value of the subject property, we have, amongst others, considered the following transactions in the vicinity:-

Details	Comparable 1	Comparable 2	Comparable 3
Source	Valuation and Property Services Department (JPPH)	Valuation and Property Services Department (JPPH)	Valuation and Property Services Department (JPPH)
Lot No. Town, District and Town	Lot No. PTD4474 Mukim of Tanjung Kupang District of Johor Bahru, Johor	Lot No. PTD192828 Mukim of Pulai District of Johor Bahru, Johor	Lot No. Lot150545 Mukim of Pulai District of Johor Bahru, Johor
Address	No. 12, Jalan Teknologi Perintis 1/3, Nusajaya Tech Park	No. 8, Jalan NIP 1/1, SILC Nusajaya	No. 4, Jalan Mega 1/8, Taman Perindustrian Nusa Cemerlang
Type	One-and-half-storey detached factory	Double-storey detached factory	One-and-half-storey detached factory
Tenure	Freehold / Term in perpetuity	Freehold / Term in perpetuity	Freehold / Term in perpetuity
Land Area	4,410 sqm	4,707 sqm	6,066 sqm
Gross Built-up Area	2,885 sqm	2,357 sqm	3,456 sqm
Date	05/02/2024	18/03/2025	30/06/2025
Consideration	RM11,690,000/-	RM9,600,000/-	RM15,500,000/-
Analysis Value/GFA (RM psm)	RM4,052 psm	RM4,073 psm	RM4,484 psm
Analysis Value/GFA (RM psf)	RM376psf	RM378psf	RM417psf
Adjustments	Other than slight upward adjustment on time, no other adjustment is made as market condition for similar type of property in this location remain stable	No adjustment is made as market condition for similar type of property in this location remain stable	Other than slight upward adjustment on size due to smaller size of subject property, no other adjustment is made for similar type of property in this location remain stable

Details	Comparable 1	Comparable 2	Comparable 3
Analysis Value/GFA (RM psm)	RM4,139 psm	RM4,073 psm	RM4,617 psm
Analysis Value/GFA (RM psf)	RM385psf	RM378psf	RM429psf

The adjusted values over gross floor area ('GFA") derived from the above comparable range from RM4,073 to RM4,617 per square metre. We have adopted RM4,500 per square metre over the gross area for the subject property as a fair representation.

18.0 VALUATION

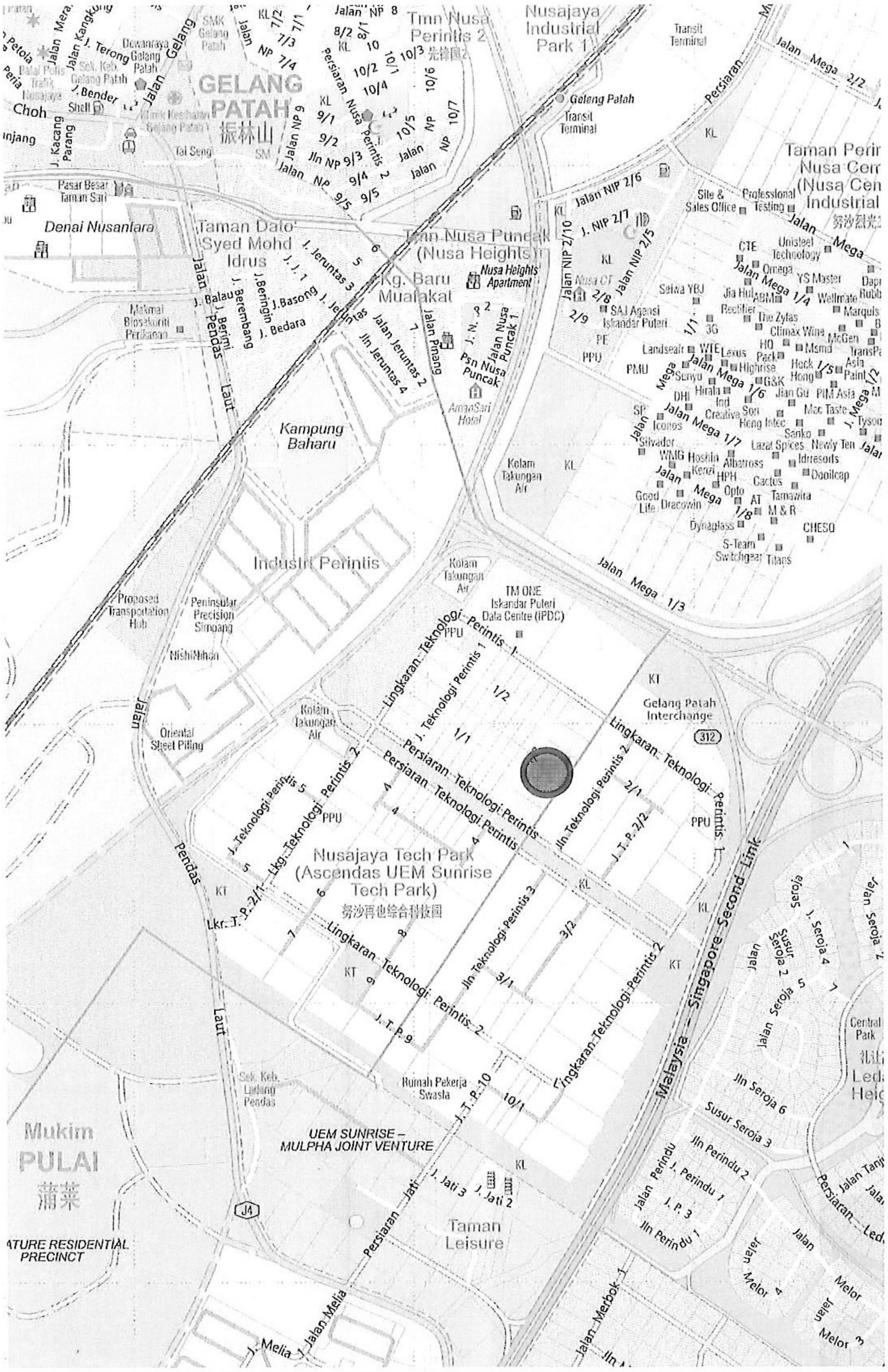
In arriving at the fair present market value of the subject property, we have taken into consideration the abovementioned transacted evidence, the salient features of the subject property as well as the present market trend and sentiment for similar properties in the general neighbourhood.

Having taken into account all these factors, we are of the considered opinion that the Market Value of the Freehold subject property in its existing condition with benefit of vacant possession and a good registrable title issued free from encumbrances is as shown on the first page of this valuation report.

MACREAL INTERNATIONAL (JB) SDN BHD
Ref.: JB/308/2026/YYJ

MacReal

MACREAL
APPENDIX 'A'



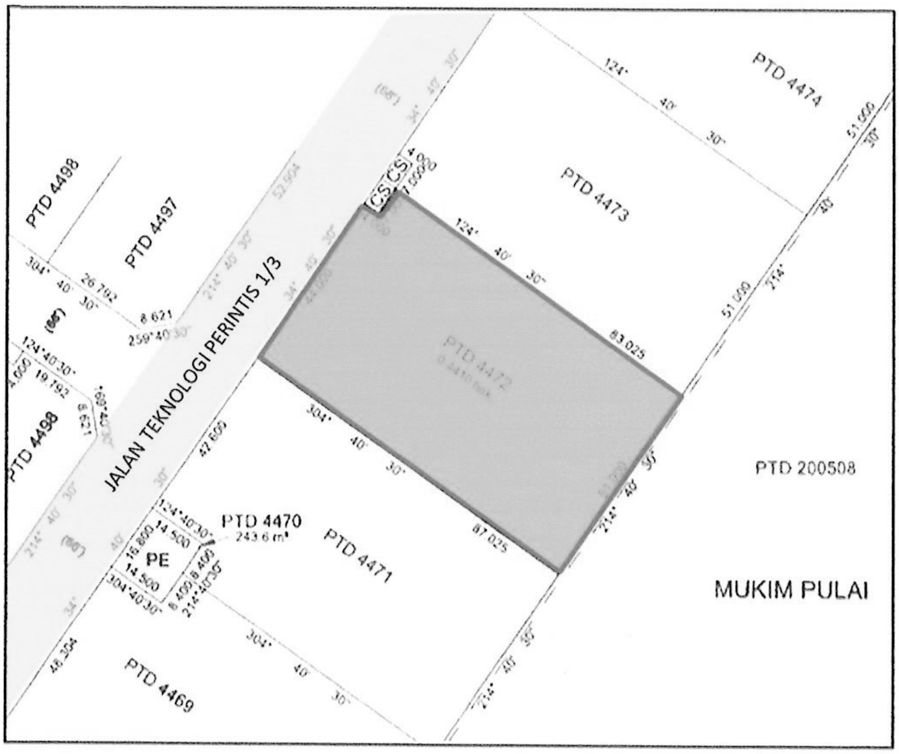
Approximate Location of the Subject Property

NORTH

LOCATION PLAN

NOT TO SCALE

MACREAL
APPENDIX 'B'



SITE PLAN
NOT TO SCALE

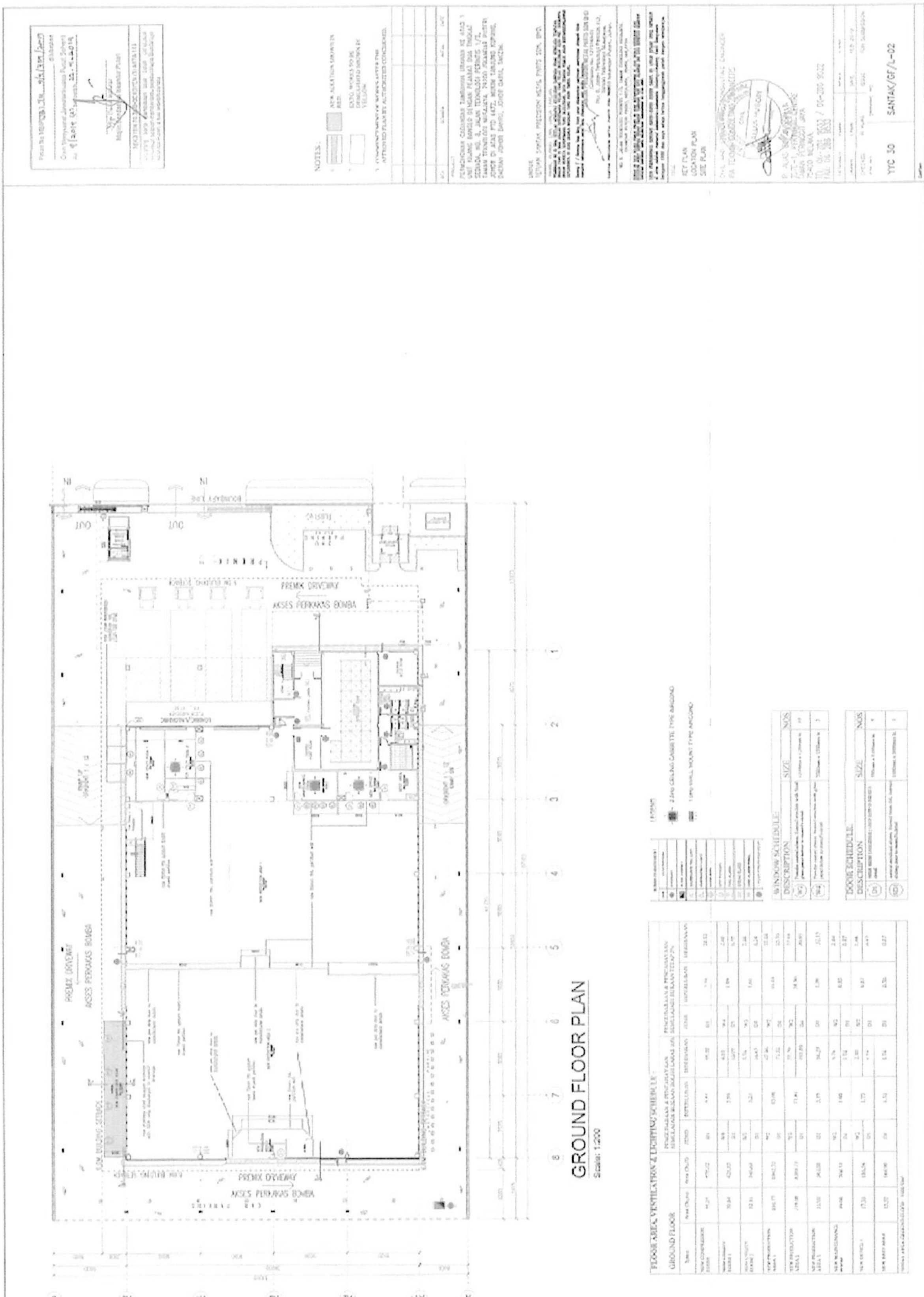
MacReal

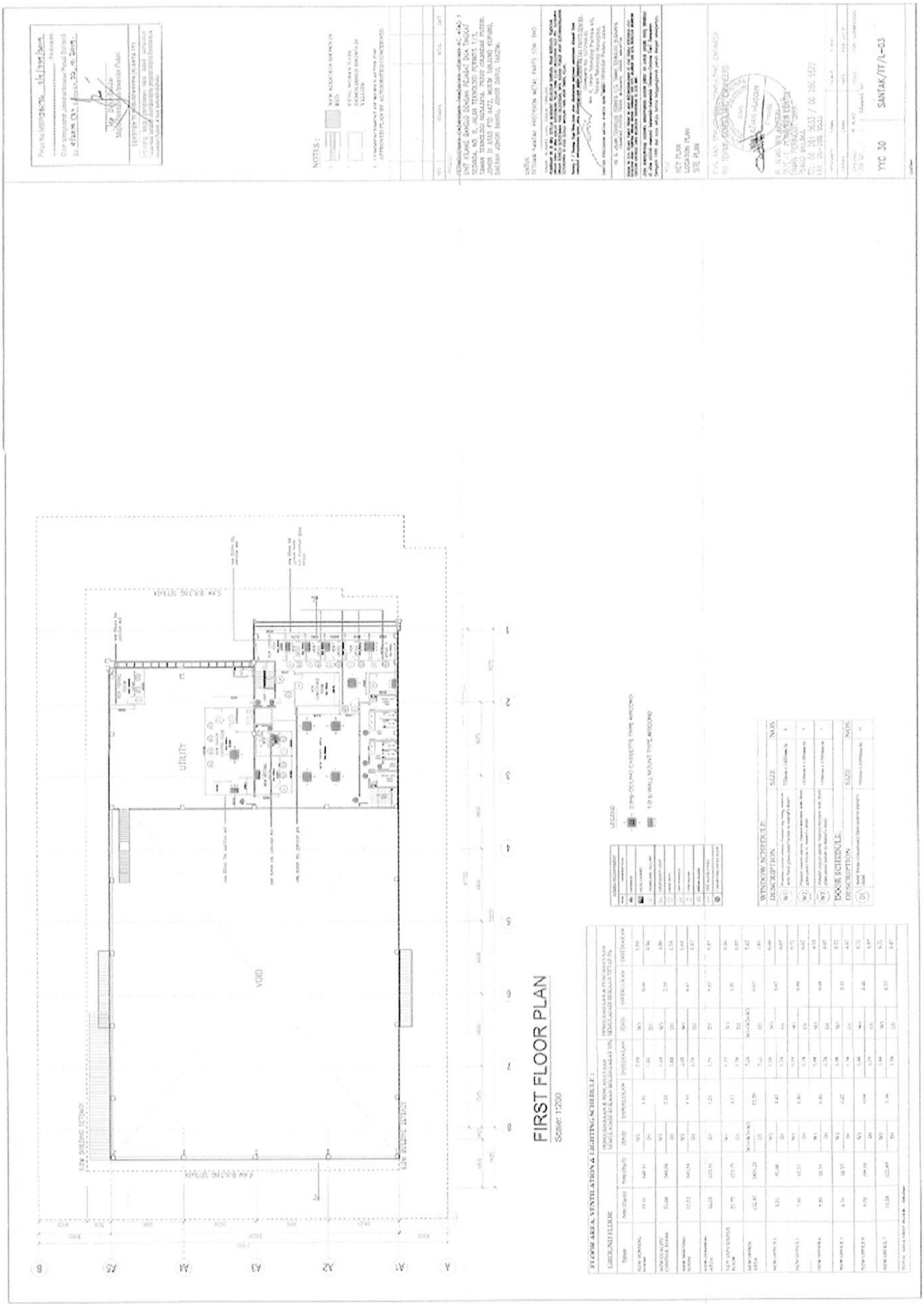
Ref. : JB/308/2026/YYJ

MACREAL

APPENDIX C

APPROVED BUILDING PLAN


GROUND FLOOR PLAN
Scale: 1:200


FIRST FLOOR PLAN
UTILITY
VOID

APPENDIX D

CERTIFICATE OF COMPLETION AND COMPLIANCE

UNDANG-UNDANG KECIL BANGUNAN SERAGAM 1986

LEMBAGA ARKITEK MALAYSIA

BORANG F

PERAKUAN SIAP DAN PEMATUHAN
[undang-undang kecil 25]

LAM / J / No. 6783

Tarikh : 25 SEP 2017

Kepada : *

NUSAJAYA TECH PARK SDN BHD
Lot Office 1, Upper Ground,
Mall of Medini,
No.4, Lebuh Medini Utara,
Medini Iskandar Malaysia,
79200 Nusajaya, Johor.

Saya dengan ini mengeluarkan Perakuan Siap dan Pematuhan untuk bangunan/bangunan-bangunan atas Lot/Lot-Lot/Seksyen/Jalan

PERMOHONAN PELAN BANGUNAN MENGIKUT SEKSYEN 70, AKTA JALAN, PARIT DAN BANGUNAN 1974 (AKTA 133) BAGI CADANGAN MEMBINA 43 BUAH KILANG YANG MENGANDUNGI:-
i) 18 UNIT KILANG BERKEMBAR 2 TINGKAT DESERTA PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO. 4488 – PTD NO. 4490, PTD NO. 4492 – PTD NO 4496, PTD NO. 4513, PTD NO. 4515 – PTD NO. 4518, PTD NO. 4520 – PTD NO. 4522,
ii) 18 UNIT KILANG BERKEMBAR 2 TINGKAT BESERTA MEZZANINE, PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO. 4505 – PTD NO. 4512, PTD NO. 4497 – PTD NO. 4504,
iii) 11 UNIT KILANG SESEBUAH 2 TINGKAT BESERTA PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO. 4469, PTD NO. 4471 – PTD NO. 4476, PTD NO. 4483 – PTD NO. 4487,
iv) 5 UNIT PENCAWANG ELEKTRIK (TNB) DI ATAS PTD NO. 4470, 4482, 4491, 4514 & 4519,
v) 24 UNIT SUB COMPACT (TNB) DI ATAS PTD NO. 4523 – PTD NO. 4562,
vi) 1 UNIT PUSAT PENGAGIH UTAMA DI ATAS PTD NO. 4486,
DI ATAS SEBAHAGIAN LOT PTD 2377, MUKIM TANJUNG KUPANG, DAERAH JOHOR BAHRU, JOHOR DARUL TA'ZIM UNTUK TETUAN NUSAJAYA TECH PARK SDN. BHD.
UNTUK PEMBAHAGIAN FASA 1A-2
1 - 8 UNIT KILANG BERKEMBAR 2 TINGKAT DESERTA PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO.4488 - PTD NO. 4490, PTD NO. 4492 - PTD NO. 4496,
2 - 8 UNIT KILANG BERKEMBAR 2 TINGKAT BESERTA MEZZANINE, PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO. 4497 - PTD NO. 4504,
3 - 6 UNIT KILANG SESEBUAH 2 TINGKAT BESERTA PEJABAT DAN PONDOK PENGAWAL PER UNIT DI ATAS PTD NO. 4469, PTD NO. 4471 - PTD NO. 4472, PTD NO. 4485 - PTD NO. 4487,
4 - 2 UNIT PENCAWANG ELEKTRIK (TNB) DI ATAS PTD NO. 4470 & PTD NO. 4491,
5 - 12 UNIT SUB COMPACT (TNB) DI ATAS PTD NO. 4535, PTD NO. 4552 - PTD NO. 4562.

(sila isikan tajuk penuh projek)

setelah berpuas hati bahawa bangunan/bangunan-bangunan itu telah siap menurut pelan yang diluluskan No. MPJBT(JB)RP/9A/1/2014 bertarikh 20 OGOS 2014

Saya telah mengawasi pembinaan dan penyiapan bangunan/bangunan-bangunan itu dan sepanjang pengetahuan dan kepercayaan saya kerja/kerja-kerja itu adalah mengikut Akta, Undang-Undang Kecil Bangunan Seragam 1986 dan pelan-pelan yang diluluskan. Saya dengan ini memperakui bahawa bangunan/bangunan-bangunan itu adalah selamat dan layak untuk diduduki.

LEMBAGA ARKITEK MALAYSIA

(*Orang Utama* Ar. David Mizan Hashim)
ARKITEK PROFESIONAL
No Pendaftaran LAM : A/D 8

1. Butir-butir orang utama yang mengemukakan

Nama : DAVID MIZAN HASHIM

Alamat : VERITAS ARCHITECTS SDN BHD
NO. 16, JALAN PADI EMAS 6/2,
BANDAR BARU UDA,
81200 JOHOR BAHRU, JOHOR

No. Pendaftaran LAM : A/D8

2. Salinan kepada :

(a) Pihak Berkuasa Tempatan : MAJLIS PERBANDARAN JOHOR BAHRU TENGAH
(Nama Pihak Berkuasa Tempatan)

(b) Lembaga Arkitek Malaysia (LAM)

* *Pemaju, jika ia adalah untuk pembangunan selain rumah berasingan yang dibina secara tunggal atau, pemunya jika ia adalah untuk rumah berasingan yang dibina secara tunggal*

SALINAN ASAL

APPENDIX 'T'

CATATAN CARIAN PERSENDIRIAN

Jenis dan No. Hakmilik	: **HSD 548699**	Nombor Lot/PT	: **PTD 4472**
Bandar/Pekan/Mukim	: **Mukim Tanjung Kupang**	Tempat	: **PRECIN E - COMMERCE PARK**
Keluasan	: **0.441 Hektar**	Daerah	: **Johor Bahru**
Nombor Syit Piawai	: **70A I & 70A III**	No.Permohonan Ukur	: **Tiada**
Taraf Pegangan *(Selama-lamanya atau Pajakan)*	: **Selama-lamanya**	Tarikh Luput Pajakan *(Jika Berkenaan)*	:
Tarikh Daftar	: **11 Mac 2015**	Cukai Tanah	: **RM2,550.00**

Kategori Kegunaan Tanah	: **Perusahaan/Perindustrian**
Syarat Nyata	: **i) Tanah ini hendaklah digunakan untuk kilang bagi tujuan Perusahaan Sederhana Sesebuah dan kegunaan lain yang berkaitan dengannya, dibina mengikut pelan yang diluluskan oleh Pihak Berkuasa Tempatan yang berkenaan. ii) Segala kekotoran dan pencemaran akibat daripada aktiviti ini hendaklah disalurkan ke tempat-tempat yang telah ditentukan oleh Pihak Berkuasa Tempatan yang berkenaan. iii) Segala dasar dan syarat yang ditetapkan dan dikuatkuasakan dari semasa ke semasa oleh Pihak Berkuasa hendaklah dipatuhi.**
Sekatan Kepentingan	: **Tiada**

Rekod Ketuanpunyaan :

SANTAK PRECISION METAL PARTS SDN. BHD. , No. Syarikat : 1273168-D
Tertubuh di bawah Akta Syarikat 1965 , 1/1 bahagian
SUITE 28.02, 28TH FLOOR, MENARA ZURICH NO. 15, JALAN DATO' ABDULLAH TAHIR 80300 JOHOR BAHRU Johor

Rekod Urusan Dan Lain-lain :

Nombor Perserahan : 85992/2018 Pindahmilik Tanah
oleh NUSAJAYA TECH PARK SDN. BHD.,No. Syarikat : 1018848-H ,1/1 bahagian
kepada SANTAK PRECISION METAL PARTS SDN. BHD., No sykt :1273168-D, 1/1 bahagian
SUITE 28.02, 28TH FLOOR, MENARA ZURICH NO. 15, JALAN DATO' ABDULLAH TAHIR 80300 JOHOR BAHRU Johor
di daftarkan pada 18 November 2018 jam 04:17:32 petang
Surat Kebenaran : 17981/2018
Surat Kebenaran : 17980/2018

Nombor Perserahan : 7364/2019 Pindaan Cukai Tanah
di daftarkan pada 28 Oktober 2019 jam 02:01:51 petang

Hakmilik : 010207HSD00548699
Mukasurat : 1 / 2
Tarikh : 19/05/2026

Urusan-urusan dalam Perserahan yang belum didaftarkan : Tiada

Urusan-urusan dalam Perserahan yang digantung : 0

Perkara lain yang melibatkan hakmilik :
Cukai tanah dipinda dari RM 1,600.00 kepada RM 2,550.00
menurut Seksyen 101 Kanun Tanah Negara mulai dari 1 Januari 2020.
(No Warta J. P.U. 49. bertarikh 5 Disember 2019.)

Dikeluarkan pada	: 10:44:13 pagi	Tarikh	: 19 Mei 2026
Bayaran dijelaskan	: RM 80.00	Nombor Resit	: 20260519EP000116

Hakmilik : 010207HSD00548699
Mukasurat : 2 / 2
Tarikh : 19/05/2026

MacReal

Ref.: JB/308/2026/YYJ

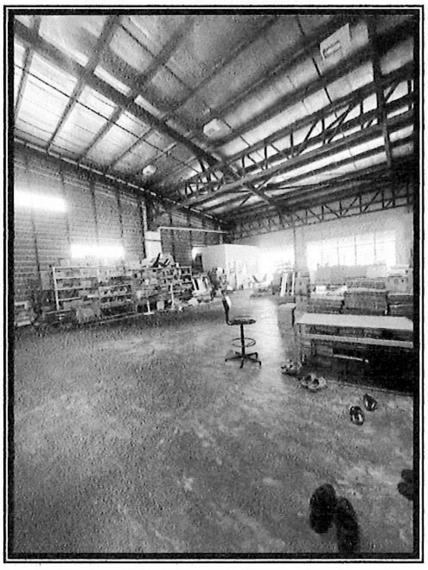
MACREAL

APPENDIX 'P'

GENERAL VIEW OF THE SUBJECT PROPERTY

MacReal

Ref.: JB/308/2026/YYJ **MACREAL**



INTERNAL VIEW OF THE SUBJECT PROPERTY

NOTICE OF EXTRAORDINARY GENERAL MEETING

SANTAK HOLDINGS LIMITED

(Company Registration No. 200101065H)
(Incorporated in Singapore)

All capitalised terms in this Notice of Extraordinary General Meeting which are not defined herein shall have the same meanings ascribed to them in the Circular to Shareholders dated 4 August 2026.

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of SANTAK HOLDINGS LIMITED (the **"Company"**) will be held physically at 4 Clementi Loop, #01-01, Singapore 129810 on 19 August 2026 at 3.00 p.m. for the purpose of considering, and if thought fit, passing, with or without amendments, the following resolution:

ORDINARY RESOLUTION

PROPOSED DISPOSAL BY SANTAK PRECISION METAL PARTS SDN. BHD. (AS VENDOR) TO SUCCESS LEGACY SDN. BHD. (AS PURCHASER) OF THE PROPERTY AND PROPOSED LEASEBACK BY VENDOR FROM PURCHASER OF THE PROPERTY

THAT:

(a) the Proposed Disposal of the property located at No. 8 Jalan Teknologi Perintis 1/3, Taman Teknologi Nusajaya, 79200 Iskandar Puteri, Johor, Malaysia (the "**Property**") by Santak Precision Metal Parts Sdn Bhd ("**Vendor**"), to Success Legacy Sdn Bhd, ("**Purchaser**"), at the Consideration of RM12,800,000.00 on the terms and subject to the conditions of the Sale and Purchase Agreement dated 9 July 2026 entered into between Vendor and Purchaser be and is hereby approved;

(b) the Proposed Leaseback of the Property by Vendor from Purchaser on the terms and subject to the conditions of the Tenancy Agreement dated 9 July 2026 entered into between Vendor and Purchaser be and is hereby approved; and

(c) the Directors or any of them be and are hereby authorised to complete and do all acts and things (including, without limitation, enter into all transactions, arrangements and agreements and approve, sign and execute all such documents which they in their absolute discretion consider to be necessary, and to exercise such discretion as may be required, to approve any amendments, alterations or modifications to any documents, and to sign, file and/or submit any notices, forms and documents with or to the relevant authorities) as they or each of them deem desirable, necessary or expedient to give effect to the matters contemplated by this resolution and to the extent that any such acts, matters or things have been done, these be confirmed, approved and ratified.

By Order of the Board

Lai Foon Kuen
Company Secretary
4 August 2026

Notes:

1. The members of the Company are invited to attend at the Extraordinary General Meeting (the "**Meeting**" or "**EGM**") **physically**. **There will be no option for shareholders to participate virtually**.

   Printed copies of this Notice, Proxy Form and Circular will be sent to members. The Notice, Proxy Form and Circular are also available to members on the SGX website at https://www.sgx.com/securities/company-announcements and the Company's website at https://www.santak.com.sg. A member will need an internet browser and PDF reader to view these documents.

2. Pre-registration is not required. Members, please bring along your NRIC/passport to enable the Company to verify your identity. Members and other attendees who are feeling unwell on the date of EGM are strongly encouraged not to attend the physical meeting.

3. Voting by poll will be conducted during the EGM for members and proxy(ies) attending the EGM.

4. **Arrangements for participation in the EGM physically**

   Members (including CPF and SRS investors) may participate in the EGM by:

   (a) attending the EGM in person;

   (b) submitting questions to the Company in advance of, or at, the EGM and/or

   (c) voting at the EGM themselves personally; or through their duly appointed proxy(ies).

   CPFIS and SRS investors who wish to appoint the Chairman of the Meeting (and not third party prox(ies)) as proxy shall approach their respective CPF Agent Banks or SRS Operators to submit their votes. Please see item 8 below for details.

5. (a) A member who is not a relevant intermediary is entitled to appoint not more than two proxies to attend, speak and vote in his/her stead at the EGM.

   (b) A member who is a relevant intermediary is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member.

   "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967.

6. A proxy or attorney need not be a member of the Company.

7. A member can appoint the Chairman of the Meeting as his/her/its proxy but this is not mandatory.

   If a member wishes to appoint the Chairman of the Meeting as proxy, such member (whether individual or corporate) must give specific instructions as to voting for, voting against, or abstentions from voting on, each resolution in the instrument appointing the Chairman of the Meeting as proxy. If no specific direction as to voting is given or in the event of any other matter arising at the Meeting and at any adjournment thereof, the Chairman of the Meeting will vote or abstain from voting at his discretion.

8. CPFIS/SRS investors who hold the Company's Shares through CPF Agent Banks/SRS Operators:

   (a) may vote at the Meeting if they are appointed as proxies by their respective CPF Agent Banks/SRS Operators, and should contact their respective CPF Agent Banks/SRS Operators if they have any queries regarding their appointment as proxies; or

   (b) may appoint the Chairman of the Meeting as proxy to vote on their behalf at the Meeting, in which case they should approach their CPF Agent Banks/SRS Operators to submit their votes at least 7 working days prior to the date of EGM i.e. by **5.00 p.m. on 7 August 2026.**

Submission of instrument of proxy form ("Proxy Form")

9. The Proxy Form must be submitted not less than 48 hours before the time appointed for holding the Meeting (i.e., by **3.00 p.m.** on **17 August 2026**), through any one of the following means:

   (a) by depositing a physical copy at the registered office of the Company at 4 Clementi Loop, #01-01, Singapore 129810; or

   (b) by sending a scanned PDF copy by email to santak.holdings@santak.com.sg.

10. A depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at seventy-two (72) hours before the time appointed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

11. The Company shall be entitled to, and will, treat any valid Proxy Form which was delivered by a member to the Company before **3.00 p.m.** on **17 August 2026** as a valid instrument as the member's proxy to attend, speak and vote at the Meeting if: (a) the member had indicated how he/she/it wished to vote for or vote against or abstain from voting on each resolution; and (b) the member has not withdrawn the appointment by **3.00 p.m.** on **17 August 2026**.

12. If the member is a corporation, the Proxy Form must be under seal or the hand of an officer or attorney duly authorised.

13. Completion and return of the Proxy Form by a member will not prevent him/her from attending, speaking and voting at the Meeting if he/she so wishes. The appointment of the proxy(ies) for the Meeting will be deemed to be revoked if the member attends the Meeting in person and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the relevant instrument appointing a proxy(ies) to the Meeting.

Submission of questions in advance of the Meeting

14. Members may also submit questions related to the resolution to be tabled for approval at the Meeting. All questions, together with the members' full names, identification numbers, contact numbers and email addresses and manner in which they hold shares in the Company ("**Shares**"), must be submitted no later than **3.00 p.m.** on **11 August 2026** by email to santak.holdings@santak.com.sg or by post to the registered office of the Company at 4 Clementi Loop, #01-01, Singapore 129810.

15. Please note that the Company will address substantial and relevant questions relating to the resolution to be tabled for approval by **14 August 2026** ("**Responses to Questions**") on SGXNet.

16. The Company endeavours to address (i) subsequent clarifications sought (ii) follow-up questions or (iii) subsequent substantial and relevant questions which are received after its Responses to Questions at the Meeting itself. Where substantially similar questions are received, the Company will consolidate such questions and consequently not all questions may be individually addressed.

17. The Company will, within one month after the date of the EGM, publish the minutes of the EGM on SGXNet at https://www.sgx.com/securities/company-announcements, and the minutes will include the responses to the questions which are addressed during the EGM, if any.

18. Important reminder. Members are reminded to check SGXNet for any latest updates on the status of the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/ or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

*This notice 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 notice, including the correctness of any of the statements or opinions made or reports contained in this notice.*

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

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PROXY FORM

SANTAK HOLDINGS LIMITED

(Company Registration No. 200101065H)
(Incorporated in Singapore)

PROXY FORM

(Please see notes overleaf before completing this Form)

IMPORTANT:

1. The Extraordinary General Meeting ("**EGM**" or "**Meeting**") will be held physically at the registered office of the Company. Members have no option to attend virtually.
2. For Central Provident Fund Investment Scheme ("**CPFIS**") and Supplementary Retirement Scheme ("**SRS**") investors who have used their CPFIS/SRS monies to buy the shares in Santak Holdings Limited, this Circular is forwarded to them at the request of their CPF Approved Nominees or SRS Operators and is sent solely FOR INFORMATION ONLY.
3. This Proxy Form is not valid for use by CPFIS/SRS investors and shall be ineffective for all intents and purposes if used or purported to be used by them. CPFIS/SRS investors should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding appointment of proxies.

Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Company's Notice of EGM.

*I/We, ________________________________ (Name) ___________________ (*NRIC/Passport/Co Reg. No.)

of ____ (address),

being *a member/members of **Santak Holdings Limited** (the "**Company**"), hereby appoint:

Name	**NRIC/Passport No.**	**Proportion of Shareholdings**	
		No. of Shares	**%**
Address			

*and/or (delete as appropriate)

Name	**NRIC/Passport No.**	**Proportion of Shareholdings**	
		No. of Shares	**%**
Address			

or failing the person, or either or both of the persons referred to above, the Chairman of the Extraordinary General Meeting (the "**EGM**" / "**Meeting**") as *my/our *proxy/proxies to attend, speak or vote for *me/us on *my/our behalf at the EGM of the Company to be **held physically** at 4 Clementi Loop, #01-01, Singapore 129810 on 19 August 2026 at 3.00 p.m. and at any adjournment thereof.

*I/We direct *my/our *proxy/proxies to vote for, or against or to abstain the resolution proposed at the Meeting as indicated hereunder. If no specific direction as to voting is given or in the event of any other matter arising at the EGM and at any adjournment thereof, the *proxy/proxies may vote or abstain from voting at *his/her discretion.

If you wish to exercise all your votes, please indicate your vote "For" or "Against" or "Abstain" with a "√" within the boxes provided. Alternatively, if you wish to exercise some and not all of your votes "For" or "Against" the resolution and/or abstain from voting in respect of the resolution, please indicate the number of votes "For", the number of votes "Against" and/or the number "Abstain" in the boxes provided for the resolution.

		Number of Votes		
No.	**Ordinary Resolution**	**For**	**Against**	**Abstain**
1.	To approve Proposed Disposal by Santak Precision Metal Parts Sdn Bhd (as Vendor) to Success Legacy Sdn Bhd (as Purchaser) of the Property and Proposed Leaseback by Vendor from Purchaser of the Property.			

*Delete where inapplicable

Dated this _______ day of _______________ 2026

Total number of Shares in:	**No. of Shares**
(a) CDP Register	
(b) Register of Members	

____

Signature of Shareholder(s)
or Common Seal of Corporate Shareholder

PROXY FORM

Notes:

1. The resolution to be put to the vote of members at the EGM (and at any adjournment thereof) will be voted on by way of a poll.

2. Please insert the total number of shares of the Company ("**Shares**") held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001), you should insert that number of Shares. If you have Shares registered in your name in the Register of Members, you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and Shares registered in your name in the Register of Members, you should insert the aggregate number of Shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, the instrument appointing a proxy or proxies shall be deemed to relate to all the Shares held by you.

3. A member who is not a relevant intermediary is entitled to appoint not more than two proxies to attend, speak and vote in his/her stead. A proxy need not be a member of the Company.

4. Where a member appoints more than one proxy, he/she shall specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy pursuant to Regulation 71(C) of the Company's Constitution. If no such proportion or number is specified, the first named proxy may be treated as representing 100% of the shareholding and any subsequent named proxy as an alternate to the earlier named. The proxy form may be accessed on the SGX website and the company website.

5. A member who is a relevant intermediary entitled to attend the meeting and vote is entitled to appoint more than two proxies to attend and vote instead of the member, but each proxy must be appointed to exercise the rights attached to a different Share or Shares held by such member. Where such member appoints more than two proxies, the appointments shall be invalid unless the member specifies the number of Shares in relation to which each proxy has been appointed.

   "Relevant intermediary" means:

   (a) a banking corporation licensed under the Banking Act 1970 or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;

   (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 and who holds shares in that capacity; or

   (c) the Central Provident Fund Board established by the Central Provident Fund Act 1953, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation. A member can appoint the Chairman of the Meeting as his/her/its proxy but this is not mandatory.

6. The instrument appointing a proxy(ies) ("**Proxy Form**") must be submitted to the Company in the following manner:

   (a) if submitted by post, be lodged at the registered office of the Company at 4 Clementi Loop, #01-01, Singapore 129810; or

   (b) if submitted electronically, be submitted via email to santak.holdings@santak.com.sg

   in either case, by not later than 3.00 p m. on 17 August 2026, being at least forty-eight (48) hours before the time appointed for holding the EGM, failing which the instrument of proxy shall not be treated as valid.

7. Completion and return of the Proxy Form by a member will not prevent him/her from attending, speaking and voting at the EGM if he/she so wishes. The appointment of the proxy(ies) for the EGM will be deemed to be revoked if the member attends the EGM in person and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the relevant instrument appointing a proxy(ies) to the EGM.

8. The Proxy Form must be under the hand of the appointor or of his/her attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of an officer or attorney duly authorised. Where the Proxy Form is executed by an attorney on behalf of the appointor, the letter or power of attorney or a duly certified copy thereof must be lodged with the instrument.

9. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM, in accordance with Section 179 of the Companies Act 1967 of Singapore.

Personal data privacy:

By submitting an instrument appointing a proxy or proxies to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of the appointment of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.

Photographic, sound and/or video recordings of the EGM may be made by the Company for record keeping and to ensure the accuracy of the minutes prepared of the EGM. Accordingly, the personal data of a member of the Company (such as his name) may be recorded by the Company for such purpose.

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