CIRCULAR DATED 2 NOVEMBER 2026

THIS CIRCULAR IS ISSUED BY HAFARY HOLDINGS LIMITED (THE "COMPANY"). THIS CIRCULAR IS IMPORTANT AS IT CONTAINS THE RECOMMENDATION OF THE OFFEREE INDEPENDENT DIRECTORS (AS DEFINED HEREIN) AND THE ADVICE OF W CAPITAL MARKETS PTE. LTD., THE INDEPENDENT FINANCIAL ADVISER TO THE OFFEREE INDEPENDENT DIRECTORS. THIS CIRCULAR REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt in relation to this Circular or as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

If you have sold or transferred all your shares in the capital of the Company held through CDP (as defined herein), you need not forward this Circular 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 shares in the capital of the Company represented by physical share certificate(s), you should immediately forward this Circular 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.

The Company has opted for electronic dissemination of this Circular. **Please note that no printed copies of this Circular will be despatched to Shareholders. Only printed copies of the notice regarding the electronic dissemination of this Circular will be despatched to Shareholders.**

This Circular has not been examined or approved by the SGX-ST (as defined herein). The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

HAFARY HOLDINGS LIMITED

(Company Registration No. 200918637C)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS

in relation to the

VOLUNTARY CONDITIONAL CASH OFFER

by

UNITED OVERSEAS BANK LIMITED
(Company Registration No. 193500026Z)
(Incorporated in the Republic of Singapore)

for and on behalf of

23 CAPITAL PTE. LTD.
(Company Registration No. 202633953C)
(Incorporated in the Republic of Singapore)

to acquire all the issued and paid-up ordinary shares in the capital of the Company other than shares held, directly or indirectly, by the Offeror as at the date of the Offer

Independent Financial Adviser to the Offeree Independent Directors of the Company

W CAPITAL MARKETS PTE. LTD.
(Company Registration No. 201813207E)
(Incorporated in the Republic of Singapore)

SHAREHOLDERS SHOULD NOTE THAT THE OFFER DOCUMENT (AS DEFINED HEREIN) STATES THAT ACCEPTANCES SHOULD BE RECEIVED BY THE CLOSE OF THE OFFER AT 5.30 P.M. (SINGAPORE TIME) ON 16 NOVEMBER 2026, OR SUCH LATER DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE OFFEROR (AS DEFINED HEREIN).

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DEFINITIONS

Except where the context otherwise requires, the following definitions apply throughout this Circular:

"**1HFY2025**"	:	The six-month period ended 30 June 2025
"**1HFY2026**"	:	The six-month period ended 30 June 2026
"**ACRA**"	:	The Accounting and Corporate Regulatory Authority of Singapore
"**Appraised Properties**"	:	The eight (8) properties of the Group which are the subject of the independent valuations conducted by the Valuers, as further described in paragraph 10 of Appendix B to this Circular
"**Business Day**"	:	A day other than Saturday, Sunday or a public holiday on which commercial banks are open for business in Singapore
"**CDP**"	:	The Central Depository (Pte) Limited
"**Circular**"	:	This circular to Shareholders dated 2 November 2026 in relation to the Offer, enclosing, *inter alia*, the IFA Letter
"**Closing Date**"	:	5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror, being the last day of the lodgement of acceptances of the Offer
"**Code**"	:	The Singapore Code on Take-overs and Mergers
"**Colliers China**"	:	Colliers Appraisal & Advisory Services (Shanghai) Co., Ltd.
"**Colliers Singapore**"	:	Colliers International Consultancy & Valuation (Singapore) Pte. Ltd.
"**Companies Act**"	:	The Companies Act 1967 of Singapore
"**Company**"	:	Hafary Holdings Limited
"**Company Securities**"	:	(a) Shares; (b) securities which carry voting rights in the Company; and (c) Convertible Securities, Warrants, Options and Derivatives in respect of (a) or (b)
"**Constitution**"	:	The constitution of the Company
"**Convertible Securities**"	:	Securities convertible or exchangeable into new Shares or existing Shares

"**Derivatives**"	:	Includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security or securities
"**Directors**"	:	The directors of the Company as at the Latest Practicable Date
"**FAA**"	:	Form of Acceptance and Authorisation for Offer Shares which forms part of the Offer Document and which is issued to Shareholders whose Shares are deposited with CDP
"**FAT**"	:	Form of Acceptance and Transfer for Offer Shares which forms part of the Offer Document and which is issued to Shareholders whose Shares are not deposited with CDP
"**Final Offer Price**"	:	S$0.64 in cash for each Offer Share
"**FY**"	:	Financial year ended or ending 31 December
"**Group**"	:	The Company and its subsidiaries
"**IFA Letter**"	:	Shall have the meaning ascribed to it in Section 11.1 of this Circular
"**Independent Financial Adviser**" or "**IFA**"	:	W Capital Markets Pte. Ltd., the independent financial adviser to the Offeree Independent Directors in connection with the Offer
"**Interested Person**"	:	As defined in the Note on Rule 24.6 of the Code and read with the Note on Rule 23.12 of the Code, an interested person, in relation to a company, is: (a) a director, chief executive officer, or Substantial Shareholder of the company; (b) the immediate family of a director, the chief executive officer, or a Substantial Shareholder (being an individual) of the company; (c) the trustees, acting in their capacity as such trustees, of any trust of which a director, the chief executive officer, or a Substantial Shareholder (being an individual) and his immediate family is a beneficiary; (d) any company in which a director, the chief executive officer, or a Substantial Shareholder (being an individual) and his immediate family together (directly or indirectly) have an interest of 30% or more;

		(e) any company that is the subsidiary, holding company or fellow subsidiary of the Substantial Shareholder (being a company); or (f) any company in which a Substantial Shareholder (being a company) and any of the companies listed in (e) above together (directly or indirectly) have an interest of 30% or more
"**Irrevocable Undertakings**"	:	The irrevocable undertakings from each of the Undertaking Parties to, *inter alia,* accept the Offer in respect of all Shares held by each of them respectively, as further described in the Offer Document
"**Latest Practicable Date**"	:	19 October 2026, being the latest practicable date prior to the electronic dissemination of this Circular
"**Listing Rules**"	:	The Listing Manual of the SGX-ST
"**Notice to Shareholders**"	:	The hardcopy notice letter posted to the Shareholders by the Company on the date of this Circular containing, *inter alia*, instructions on how to access the electronic copy of this Circular on SGXNET at www.sgx.com
"**Offer**"	:	The voluntary conditional cash offer made by UOB, for and on behalf of the Offeror, to acquire all the Offer Shares on the terms and subject to the conditions set out in the Offer Document, the FAA and the FAT, as such offer may be amended, extended and revised from time to time by or on behalf of the Offeror
"**Offer Announcement**"	:	Shall have the meaning ascribed to it in Section 1.1 of this Circular
"**Offer Announcement Date**"	:	28 September 2026
"**Offer Document**"	:	The offer document dated 19 October 2026 issued by UOB, for and on behalf of the Offeror, in respect of the Offer
"**Offer Period**"	:	The period from the Offer Announcement Date until the date the Offer is declared to have closed or lapsed
"**Offeree Independent Directors**"	:	The Directors who are considered independent for the purposes of the Offer, being Foo Yong How, Datuk Edward Lee Ming Foo, Cheah Yee Leng, Darrell Lim Chee Lek and Lim Wah Fong
"**Offeror**"	:	23 Capital Pte. Ltd.

"**Offer Share(s)**"	:	Issued and paid-up ordinary shares in the capital of the Company other than those Shares held, directly or indirectly, by the Offeror as at the date of the Offer
"**Offeror Securities**"	:	(a) shares in the capital of the Offeror; (b) any other securities which carry voting rights in the Offeror; and (c) any other Convertible Securities, Warrants, Options and Derivatives in respect of (a) or (b)
"**Options**"	:	Options to subscribe for or purchase new Shares or existing Shares
"**Overseas Person**"	:	Shall have the meaning ascribed to it in Section 12.1 of this Circular
"**Promoter Undertaking Parties**"	:	Low Kok Ann, Low See Ching and Low Bee Lan, Audrey
"**Relevant Period**"	:	The period commencing on 28 June 2026, being the date falling three months prior to the Offer Announcement Date, and ending on the Latest Practicable Date
"**Securities and Futures Act**"	:	The Securities and Futures Act 2001 of Singapore
"**SGXNET**"	:	A system network used by listed companies to send information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shareholder(s)**"	:	Holder(s) of Shares (including persons whose/which Shares are deposited with CDP or who/which have purchased Shares on the SGX-ST)
"**Share Registrar**"	:	Boardroom Corporate & Advisory Services Pte. Ltd., which is located at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632
"**Shares**"	:	Issued and paid-up ordinary shares in the share capital of the Company
"**SIC**"	:	Securities Industry Council of Singapore
"**SRS**"	:	Supplementary Retirement Scheme

"**SRS Investors**"	:	Investors who have purchased Shares using their SRS contributions pursuant to the SRS
"**Substantial Shareholder**"	:	A person who has an interest in not less than 5% of the total number of issued voting Shares
"**S$**" and "**cents**"	:	Singapore dollars and cents respectively, being the lawful currency of Singapore
"**Undertaking Parties**"	:	Promoter Undertaking Parties and Hap Seng Investment Holdings Pte. Ltd.
"**UOB**"	:	United Overseas Bank Limited
"**Valuation Certificates**"	:	The valuation certificates issued by the Valuers in respect of the Appraised Properties, as set out in Appendix G to this Circular
"**Valuation Reports**"	:	The valuation reports issued by the Valuers in respect of the Appraised Properties
"**Valuers**"	:	Colliers Singapore and Colliers China, being the independent valuers appointed by the Company to value the Appraised Properties
"**Warrants**"	:	Right to subscribe for or purchase new Shares or existing Shares
"**%**" or "**per cent**."	:	Percentage or per centum

Acting in Concert. The expression "**acting in concert**" shall have the meaning ascribed to it in the Code.

Announcements and Notices. References to the making of an announcement or the giving of notice by the Company shall include the release of an announcement by the Company or its agents, for and on behalf of the Company, to the press or the delivery of or transmission by telephone, telex, facsimile, SGXNET or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified to the SGX-ST simultaneously.

Capitalised Terms in Extracts. Statements which are reproduced in their entirety from the Offer Document, the IFA Letter and the Constitution are set out in this Circular within quotes and italics, and capitalised terms used within these reproduced statements and not defined herein shall bear the same meanings as attributed to them in the Offer Document, the IFA Letter and the Constitution respectively.

Depository Related Terms. The terms "depositor", "depository agent" and "depository register" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act.

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

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

Rounding. Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

Shareholders. References to "you", "your" and "yours" in this Circular are, as the context so determines, to Shareholders.

Statutes. Any reference in this Circular to any enactment or statutory provision is a reference to that enactment or statutory provision as for the time being amended, modified or re-enacted. Any word defined in the Companies Act, the Code, the Securities and Futures Act, the Listing Rules or any modification thereof and not otherwise defined in this Circular shall, where applicable, have the meaning assigned to that word under the Companies Act, the Code, the Securities and Futures Act, the Listing Rules or that modification, as the case may be, unless the context otherwise requires.

Subsidiary, Related Corporation. References to "subsidiary" and "related corporation" shall have the meanings ascribed to them respectively in Sections 5 and 6 of the Companies Act.

Time and Date. Any reference to a time of day and date in this Circular shall be a reference to Singapore time and date, unless otherwise specified.

Total Number of Shares and Percentage as at the Latest Practicable Date. In this Circular, the total number of Shares is a reference to a total of 430,550,000 Shares in issue as at the Latest Practicable Date (excluding treasury Shares) based on a search conducted at ACRA, unless the context otherwise requires. Unless otherwise specified, all references to a percentage shareholding in the capital of the Company in this Circular are based on 430,550,000 Shares in issue as at the Latest Practicable Date (excluding treasury Shares) based on a search conducted at ACRA.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

Forward-Looking Statements. All statements other than statements of historical facts included in this Circular are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "aim", "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast", "target" and similar expressions or future and conditional verbs such as "will", "would", "shall", "should", "could", "may" and "might". These statements reflect the Company's current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of information available as at the Latest Practicable Date. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders and investors should not place undue reliance on such forward-looking statements. Neither the Company nor the IFA guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements, subject to compliance with any applicable laws and regulations, the Code, the Listing Rules and/or any other regulatory or supervisory body or agency.

INDICATIVE TIMETABLE

Date of despatch of Offer Document	:	19 October 2026
Date of despatch of this Circular	:	2 November 2026
Closing Date	:	5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror
Date of settlement of consideration for valid acceptance of the Offer	:	(a) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or (b) in respect of acceptances of the Offer which are complete and valid in all respects and are received after the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Offer closes, within seven (7) Business Days of the date of such receipt.

HAFARY HOLDINGS LIMITED

(Company Registration No. 200918637C)
(Incorporated in Singapore)

Directors:
Foo Yong How (*Independent Non-Executive Chairman and Lead Independent Director*)
Low Kok Ann (*Executive Director and Chief Executive Officer*)
Datuk Edward Lee Ming Foo (*Non-Independent Non-Executive Director*)
Low See Ching (*Non-Independent Non-Executive Director*)
Cheah Yee Leng (*Non-Independent Non-Executive Director*)
Darrell Lim Chee Lek (*Independent Director*)
Lim Wah Fong (*Independent Director*)

Registered Office:
105 Eunos Avenue 3,
Hafary Centre,
Singapore 409836

2 November 2026

To: The Shareholders of the Company

Dear Sir / Madam,

VOLUNTARY CONDITIONAL CASH OFFER BY UOB, FOR AND ON BEHALF OF THE OFFEROR, FOR THE OFFER SHARES

1. INTRODUCTION

1.1 **Offer Announcement**. On the Offer Announcement Date, UOB announced, for and on behalf of the Offeror, that the Offeror intends to make the Offer for the Offer Shares in accordance with Rule 15 of the Code (the "**Offer Announcement**"). A copy of the Offer Announcement is available on SGXNET at www.sgx.com.

1.2 **Offer Document**. Shareholders should by now have received a copy of the Offer Document, which sets out, *inter alia*, the terms and conditions of the Offer. The principal terms and conditions of the Offer are set out in Section 2 of the Offer Document. A copy of the Offer Document is available on SGXNET at www.sgx.com.

Shareholders are advised to read the terms and conditions of the Offer contained in the Offer Document carefully.

1.3 **Independent Financial Adviser.** The Company has appointed W Capital Markets Pte. Ltd. as its independent financial adviser to advise the Offeree Independent Directors in respect of the Offer. The advice of the IFA is set out in the IFA Letter in Appendix A to this Circular.

1.4 **Purpose of this Circular**. The purpose of this Circular is to provide Shareholders with relevant information pertaining to the Company and the Offer, and to set out the advice of the IFA to the Offeree Independent Directors and the recommendation of the Offeree Independent Directors in respect of the Offer.

Shareholders should read the Offer Document, this Circular and the IFA Letter carefully and consider the recommendation of the Offeree Independent Directors and the advice of the IFA to the Offeree Independent Directors on the Offer before deciding whether to accept or reject the Offer.

If you are in any doubt in relation to this Circular or as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

2. THE OFFER

2.1 **Terms of the Offer**. The Offer is made by UOB, for and on behalf of the Offeror, on the principal terms set out in Section 2 of the Offer Document, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

*"2. **THE OFFER***

2.1 Offer Shares

*The Offer is extended, on the same terms and conditions, to all the Shares, other than Shares held, directly or indirectly, by the Offeror as at the date of the Offer (the "**Offer Shares**").*

2.2 Consideration

For each Offer Share: S$0.64 in cash (the "Final Offer Price").

The Final Offer Price is final and the Offeror does not intend to revise the Final Offer Price, save that the Offeror reserves the right to do so in accordance with the Code in a competitive situation.

By way of illustration, Shareholders who validly accept the Offer will receive:

(a) S$640.00 in cash for every 1,000 Offer Shares tendered in acceptance of the Offer; and

(b) S$9,600.00 in cash for every 15,000 Offer Shares tendered in acceptance of the Offer.

2.3 No Encumbrances

*The Offer Shares will be acquired (a) fully paid; (b) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever ("**Encumbrances**"); and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including but not limited to the right to receive and retain all dividends, other distributions and/or return of capital ("**Distributions**"), whether in cash or in kind, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date).*

In the event that any Distribution is announced, declared, paid or made on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Final Offer Price by the amount of such Distribution paid by the Company to the accepting Shareholder.

2.4 Minimum Acceptance Condition

*The Offeror intends to make the Company its wholly-owned subsidiary. Accordingly, the Offer will be subject to the Offeror having: (a) received valid acceptances (which have not been withdrawn) in respect of; and/or (b) acquired or agreed to acquire (other than pursuant to valid acceptances), such number of Offer Shares which in aggregate entitle the Offeror to exercise rights of compulsory acquisition under Section 215(1) of the Companies Act by the close of the Offer (the "**Minimum Acceptance Condition**").*

*As further disclosed in paragraph 5.1 of this Offer Document, Low Kok Ann, Low See Ching, and Low Bee Lan, Audrey (collectively, the "**Promoters**") have given the Promoter Irrevocable Undertakings (as defined below) to, inter alia, accept or procure the acceptance of the Offer in respect of all the Shares held or controlled by each of them. Further details in relation to compulsory acquisition under Section 215(1) of the Companies Act are set out in paragraph 9.2 of this Offer Document.*

Save for the Minimum Acceptance Condition, the Offer will be unconditional in all other respects.

2.5 Warranty

Acceptance of the Offer will be deemed to constitute an unconditional and irrevocable warranty by the accepting Shareholder that each Offer Share tendered in acceptance of the Offer is sold by the accepting Shareholder, as or on behalf of the beneficial owner(s) thereof, (a) fully paid; (b) free from all Encumbrances; and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all Distributions, whether in cash or in kind, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date).

2.6 Closing Date

Except insofar as the Offer may be withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder, the Offer will remain open for acceptances for a period of at least 28 days from the date of electronic despatch of this Offer Document.

Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

2.7 Details of the Offer

***APPENDIX IV** to this Offer Document sets out further details on (a) the duration of the Offer; (b) the settlement of the consideration for the Offer; (c) the requirements relating to the announcement of the level of acceptances of the Offer; and (d) the right of withdrawal of acceptances of the Offer.*

2.8 Procedures for Acceptance

APPENDIX V *to this Offer Document sets out the procedures for acceptance of the Offer."*

2.2 **Duration of Offer**. The duration of the Offer is set out in Appendix IV to the Offer Document, the extract of which is set out below.

"***1. DURATION OF THE OFFER***

(a) ***Closing date****: Except insofar as the Offer may be withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder, the Offer will remain open for acceptances for a period of at least 28 days from the date of electronic despatch of this Offer Document.*

The Offer will close at 5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

(b) ***Offer to remain open for 14 days after being declared unconditional as to acceptances:*** *Pursuant to Rule 22.6 of the Code, if the Offer becomes or is declared to be unconditional as to acceptances, the Offer will remain open for acceptance for not less than 14 days after the date on which it would otherwise have closed, in order to give those Shareholders who have not accepted the Offer the opportunity to do so. This requirement does not apply if, before the Offer becomes or is declared to be unconditional as to acceptances, the Offeror has given notice in writing to the Shareholders at least 14 days before the specified Closing Date that the Offer will not be open for acceptance beyond that date, provided that such notice may not be given, or if already given, shall not be capable of being enforced in a competitive situation.*

(c) ***Final day rule****: Pursuant to Rule 22.9 of the Code, the Offer (whether revised or not) will not be capable of becoming or being declared to be unconditional as to acceptances after 5.30 p.m. (Singapore time) on the 60th day after the date of electronic despatch of this Offer Document or of being kept open after the expiry of such period, unless it has previously become or been declared to be unconditional as to acceptances, except with the prior approval of the SIC. The SIC will consider granting such permission in circumstances, including but not limited to, where a competing offer has been announced.*

(d) ***Revision****: Pursuant to Rule 20.1 of the Code, the Offer, if revised, will remain open for acceptance for a period of at least 14 days from the date of despatch of the written notification of the revision to Shareholders. In any case, where the terms are revised, the benefit of the Offer (as so revised) will be made available to each of the Shareholders including those who had previously accepted the Offer.* ***The Final Offer Price is final and the Offeror does not intend to revise the Final Offer Price, save that the Offeror reserves the right to do so in accordance with the Code in a competitive situation.***

(e) ***Subsequent closing date(s):*** *If there is an extension of the Offer, pursuant to Rule 22.4 of the Code, any announcement of an extension will state the next closing date or if the Offer is unconditional as to acceptances, a statement may be made that the Offer will remain open until further notice. In the latter case, those Shareholders who have not accepted the Offer will be notified in writing at least 14 days before the Offer is closed.*"

2.3 **Further Details of the Offer**. The details of the Offer relating to (a) the settlement of the consideration for the Offer; (b) the requirements relating to the announcement of the level of acceptances of the Offer; and (c) the right of withdrawal of acceptances of the Offer are set out in Appendix IV to the Offer Document, extracts of which are set out below.

"2. ***SETTLEMENT FOR THE OFFER***

Subject to the Offer becoming or being declared to be unconditional in all respects in accordance with its terms and the receipt by the Offeror from accepting Shareholders of valid acceptances, complete in all respects and in accordance with the instructions given in this Offer Document and the Acceptance Forms and/or the terms and conditions for Electronic Acceptance (as the case may be) and in the case of a depositor, the receipt by the Offeror of confirmation satisfactory to it that the relevant number of Offer Shares are standing to the credit of the "Free Balance" of the depositor's Securities Account at the relevant time(s), remittances for the appropriate amounts will be despatched, pursuant to Rule 30 of the Code, to the accepting Shareholder (or, in the case of a Shareholder holding share certificate(s) which are not deposited with CDP, his designated agent (if any)) by means of:

*(a) in the case of an accepting Shareholder who has subscribed to CDP's Direct Crediting Services ("**DCS**"), credited directly into such Shareholder's designated bank account for S$ via CDP's DCS (or in such other manner as such accepting Shareholder may have agreed with CDP for the payment of any cash distribution). In the case of an accepting Shareholder who has not subscribed to CDP's DCS, any monies to be paid to such Shareholder shall be credited to his Cash Ledger and be subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions ("Cash Ledger" and "Cash Distributions" are as defined therein); or*

(b) in the case of an accepting Shareholder holding share certificate(s) which are not deposited with CDP, sent to the accepting Shareholder by way of remittance to his designated bank account indicated in his FAT or in such other manner as may be agreed between the Share Registrar and the accepting Shareholder,

on the payment date as soon as practicable but in any event:

(i) in respect of acceptances of the Offer which are complete and valid in all respects and are received on or before the date on which the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, within seven (7) Business Days of that date; or

(ii) in respect of acceptances of the Offer which are complete and valid in all respects and are received after the Offer becomes or is declared to be unconditional in all respects in accordance with its terms, but before the Offer closes, within seven (7) Business Days of the date of such receipt.

3. ANNOUNCEMENTS

3.1 Timing and Contents

*Pursuant to Rule 28.1 of the Code, by 8.00 a.m. (Singapore time) on the dealing day (the "**Relevant Day**") immediately after the day on which the Offer is due to expire, or becomes or is declared to be unconditional as to acceptances, or is revised or extended (if applicable), the Offeror will announce and simultaneously inform the SGX-ST of the total number of Shares (as nearly as practicable):*

(a) in respect of which valid acceptances of the Offer have been received;

(b) held by the Offeror and any person acting in concert with the Offeror before the Offer Period; and

(c) acquired or agreed to be acquired by the Offeror and any person acting in concert with the Offeror during the Offer Period,

and will specify the respective percentages of the total number of Shares represented by such numbers.

3.2 Valid Acceptances of Offer Shares

Under Note 5 to Rule 28.1 of the Code, purchases made through the SGX-ST by the Offeror and persons acting in concert with it with no pre-agreement or collusion between the parties to such transactions or their agents, may be counted towards satisfying the Minimum Acceptance Condition. All other purchases by the Offeror and persons acting in concert with it (i.e. off market purchases) may only be counted when fully completed and settled.

3.3 Suspension

Under Rule 28.2 of the Code, if the Offeror is unable, within the time limit, to comply with paragraph 3.1 above, the SIC will consider requesting the SGX-ST to suspend dealings in the Shares until the relevant information is given.

3.4 Announcements

In this Offer Document, references to the making of any announcement or the giving of notice by the Offeror include the release of an announcement by UOB or advertising agents, for and on behalf of the Offeror, to the press or the delivery of or transmission by telephone or facsimile or through the website of the SGX-ST or otherwise of an announcement to the SGX-ST. An announcement made otherwise than to the SGX-ST shall be notified simultaneously to the SGX-ST.

In computing the number of Offer Shares represented by acceptances, the Offeror will at the time of making an announcement take into account acceptances which are valid in all respects.

4. RIGHT OF WITHDRAWAL

4.1 Acceptances Irrevocable

Except as expressly provided in this Offer Document and the Code, acceptances of the Offer shall be irrevocable.

4.2 Right of Withdrawal of Shareholders

(a) If the Offer has become or been declared unconditional as to acceptances, but the Offeror fails to comply with any of the requirements of Rule 28.1 of the Code by 3.30 p.m. (Singapore time) on the Relevant Day, then immediately thereafter:

(i) any Shareholder holding Offer Shares which are deposited with CDP and accepting the Offer will be entitled to withdraw his acceptance by written notice to 23 Capital Pte. Ltd. c/o The Central Depository (Pte) Limited, Privy Box No. 920764, Singapore 929292; and

(ii) any Shareholder holding Offer Shares which are not deposited with CDP and accepting the Offer will be entitled to withdraw his acceptance by written notice to 23 Capital Pte. Ltd. c/o Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632.

Such notice of withdrawal shall be effective only if signed by the accepting Shareholder or his agent duly appointed in writing and evidence of whose appointment is produced in a form satisfactory to the Offeror within the same notice and when actually received by the Offeror.

(b) Subject to Rule 22.9 of the Code, this right of withdrawal may be terminated not less than eight (8) days after the Relevant Day by the Offeror confirming (if that be the case) that the Offer is still unconditional as to acceptances and by complying with Rule 28.1 of the Code. For the purpose of Rule 22.6 of the Code, the period of 14 days referred to therein will run from the date of such confirmation, or the date on which the Offer would otherwise have expired, whichever is later.

(c) A Shareholder who has tendered acceptances under the Offer will be entitled to withdraw his acceptance after 14 days from the first closing date of the Offer, if the Offer has not by then become unconditional as to acceptances. Such entitlement to withdraw will be exercisable until the Offer becomes or is declared to be unconditional as to acceptances.

*(d) In a competitive situation, if one (1) offer becomes unconditional as to acceptances, then Shareholders who have tendered their acceptances for the competing offer (the "**Unsuccessful Offer**") can, if they wish, immediately withdraw their acceptances for the Unsuccessful Offer.*"

2.4 **Procedures for Acceptance**. The procedures for acceptance of the Offer are set out in Appendix V to the Offer Document.

2.5 **Closing Date**. The Offer will close at 5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

3. INFORMATION ON THE OFFEROR

Section 3 of the Offer Document sets out certain information on the Offeror, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

"3. INFORMATION ON THE OFFEROR

The Offeror is a special purpose vehicle incorporated by the Promoters under the laws of Singapore on 27 July 2026. As at the Latest Practicable Date:

(a) the Offeror has an issued and paid-up share capital of S$100,000 comprising 100,000 ordinary shares, which are held by the Promoters as follows:

Promoter	*No. of Ordinary Shares*	*Shareholding in the Offeror (%)(1)*
Low Kok Ann	*21,864*	*21.86*
Low See Ching	*65,002*	*65.00*
Low Bee Lan, Audrey	*13,134*	*13.13*
Total	***100,000***	***100.00***

(1) The shareholding in the Offeror is rounded to two (2) decimal places.

(b) the board of Directors comprises the following individuals:

(i) Low Kok Ann; and

(ii) Low See Ching; and

(c) the Offeror does not own any Shares.

***APPENDIX I** to this Offer Document sets out certain additional information on the Offeror.*"

4. IRREVOCABLE UNDERTAKINGS

Section 5 of the Offer Document sets out certain information relating to the Irrevocable Undertakings received by the Offeror, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

*"5. **IRREVOCABLE UNDERTAKINGS***

5.1 Promoters' Irrevocable Undertakings

*As at the Latest Practicable Date, each of the Promoters has provided an irrevocable undertaking in favour of the Offeror (collectively, the "**Promoter Irrevocable Undertakings**") pursuant to which they have undertaken, inter alia:*

(a) to accept, or procure the acceptance of, the Offer in respect of:

(i) all the Shares held or controlled by each of them; and

(ii) any other Shares or securities in the capital of the Company that each of them may directly or indirectly acquire, or which may be issued or unconditionally allotted to each of them on or after the date of their respective Promoter Irrevocable Undertakings;

(b) *to waive their rights to receive any cash settlement or payment for their acceptance of the Offer within the time period prescribed under Rule 30 of the Code; and*

(c) *that the total cash consideration payable by the Offeror for such acceptances by them will be regarded as interest-free shareholder loans extended by them to the Offeror. The aggregate consideration that would otherwise be payable to the Promoters shall be referred to as the "**Excluded Amount**".*

As at the Latest Practicable Date, the Shares held by the Promoters and subject to the Promoter Irrevocable Undertakings are as follows:

Promoter	***Number of Shares***	***Shareholding in the Company (%)[(2)]***
Low Kok Ann	36,847,403	8.56
Low See Ching	109,547,280	25.44
Low Bee Lan, Audrey	22,133,857	5.14
Total	**168,528,540**	**39.14**

(2) In this Offer Document, the shareholding percentage in the Company is calculated based on 430,550,000 Shares in issue as at the Latest Practicable Date and rounded to two (2) decimal places.

5.2 Additional Irrevocable Undertaking

*In addition to the Promoter Irrevocable Undertakings, as at the Latest Practicable Date, Hap Seng Investment Holdings Pte. Ltd. ("**HSIH**", and together with the Promoters, the "**Undertaking Shareholders**") and the Offeror have executed an undertaking deed (the "**Additional Irrevocable Undertaking**") pursuant to which HSIH has undertaken to accept the Offer in respect of: (a) all the 218,790,000 Shares held by it, representing approximately 50.82% of the total number of Shares; and (b) any other Shares or securities in the capital of the Company that it may directly or indirectly acquire, or which may be issued or unconditionally allotted to it, on or after the date of the Additional Irrevocable Undertaking.*

5.3 Termination of Irrevocable Undertakings

The Irrevocable Undertakings will terminate, lapse and cease to have any effect on or at the earliest of the following dates and/or times:

(a) *in the event that the Offeror fails to despatch the Offer Document in accordance with the Code (or such other date permitted by the SIC), the last day by which the Offeror is required to despatch the Offer Document in accordance with the Code (or such other date permitted by the SIC);*

(b) the date the Offer closes, is withdrawn or lapses for whatever reason; or

(c) the date the Undertaking Shareholders and the Offeror agree to terminate their respective Irrevocable Undertakings by mutual consent in writing.

5.4 No Other Irrevocable Undertakings

As at the Latest Practicable Date, the aggregate number of Shares under the Irrevocable Undertakings is 387,318,540 Shares, representing approximately 89.96% of the total number of Shares.

Save for the Irrevocable Undertakings, as at the Latest Practicable Date, neither the Offeror nor any person acting in concert with the Offeror has received any irrevocable undertaking from any other party to accept or reject the Offer."

5. RATIONALE FOR THE OFFER AND INTENTIONS FOR THE COMPANY

Section 6 and Section 7 of the Offer Document set out the rationale for the Offer and the Offeror's intentions for the Company, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

"6. RATIONALE FOR THE OFFER AND INTENTIONS FOR THE COMPANY

6.1 Low Trading Liquidity of the Shares

*The trading volume of the Shares has been low, with an average daily trading volume of approximately 32,935 Shares, 67,825 Shares, 46,936 Shares and 32,359 Shares during the respective one (1)-month period, three (3)-month period, six (6)-month period and 12-month period up to and including 25 September 2026 (the "**Last Trading Day**"), being the last full trading day of the Shares prior to the Offer Announcement Date. Each of these represents less than 0.016% of the total number of issued Shares for any of the aforementioned periods.*

The Offer therefore provides Shareholders who find it difficult to exit the Company as a result of the low trading volume in the Shares with an opportunity to realise their investment in the Shares at a premium over the historical traded prices of the Shares.

6.2 Opportunity for Shareholders to Realise Their Investments at a Premium Without Incurring Brokerage Fees

The Offer presents Shareholders with a clean cash exit opportunity to realise their entire investment in the Shares at a premium over the historical traded prices of the Shares without incurring brokerage and other trading costs.

The Final Offer Price represents:

(a) a premium of approximately 4.9% over the last transacted price per Share, as quoted on the SGX-ST, on the Last Trading Day;

(b) a premium of approximately 43.8% and 4.1% over the lowest and highest closing prices, respectively, of the Shares traded on the SGX-ST for the one (1)-year period prior to and including the Last Trading Day; and

(c) a premium of approximately 9.6%, 14.3%, 18.3% and 19.9% over the VWAP of the Shares traded on the SGX-ST for the one (1)-month, three (3)-month, six (6)-month and 12-month periods respectively, prior to and including the Last Trading Day.

6.3 No Necessity for Access to Equity Capital Markets

The Company has not carried out any exercise to raise equity capital on the SGX-ST in the last 10 years. The Company is unlikely to require access to Singapore equity capital markets to finance its operations in the foreseeable future as the Company has various other available funding sources such as bank borrowing facilities. Accordingly, it is not necessary for the Company to maintain a listing on the SGX-ST.

6.4 Compliance Costs of Maintaining Listed Status

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements under the Listing Manual. In the event the Offeror is able to delist the Company, the Company will be able to save on expenses relating to the maintenance of a listed status and focus its resources on its business operations.

6.5 Greater Management Flexibility

The Offeror is making the Offer with a view to delisting and privatising the Company. The Offeror believes that privatising the Company will give the Offeror and the management of the Company greater control and flexibility to manage the business of the Group, respond to changing market conditions and optimise the use of the Company's management and resources.

7. OFFEROR'S INTENTIONS FOR THE GROUP

Save as disclosed herein and subject to normal business conditions, the Offeror currently has no intention other than in the ordinary course of business to: (a) introduce any major changes to the business of the Group; (b) re-deploy the fixed assets of the Group; or (c) discontinue the employment of the existing employees of the Group. Nonetheless, the Offeror retains the flexibility to, at any time, consider any options or opportunities which may present themselves, and which it regards to be in the best interests of the Group and/or the Offeror. Pursuant to the Financing Arrangements, the Offeror currently intends to divest the Middle Road Property and the Lavender Street Property at a consideration of not less than the respective open market value of the properties."

6. LISTING STATUS AND COMPULSORY ACQUISITION

Section 9 of the Offer Document sets out the intentions of the Offeror relating to the listing status of the Company and compulsory acquisition, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

*"9. **LISTING STATUS AND COMPULSORY ACQUISITION***

9.1 Listing Status

*Under Rule 723 of the Listing Manual, the Company must ensure that at least 10% of the total number of issued Shares (excluding any Shares held in treasury) is at all times held in public hands (the "**Free Float Requirement**"). Pursuant to Rule 1105 of the Listing Manual, upon an announcement by the Offeror that acceptances have been received pursuant to the Offer that bring the holdings owned by the Offeror and persons acting in concert with it to above 90% of the total number of issued Shares (excluding any Shares held in treasury), the SGX-ST may suspend the trading of the Shares in the Ready and Unit Share markets until it is satisfied that at least 10% of the total number of issued Shares (excluding any Shares held in treasury) are held by at least 500 Shareholders who are members of the public.*

Rule 1303(1) of the Listing Manual provides that if the Offeror succeeds in garnering acceptances exceeding 90% of the total number of issued Shares (excluding any Shares held in treasury), thus causing the percentage of the total number of issued Shares (excluding any Shares held in treasury) held in public hands to fall below 10%, the SGX-ST will suspend trading of the Shares only at the close of the Offer.

Under Rule 724(1) of the Listing Manual, if the Free Float Requirement is not satisfied, the Company must, as soon as practicable, announce that fact and the SGX-ST may suspend trading of all the Shares. Rule 724(2) of the Listing Manual states that the SGX-ST may allow the Company a period of three (3) months, or such longer period as the SGX-ST may agree, to raise the percentage of the Shares (excluding any Shares held in treasury) held in public hands to at least 10%, failing which the Company may be removed from the Official List of the SGX-ST.

9.2 Compulsory Acquisition

*Pursuant to Section 215(1) of the Companies Act, in the event that the Offeror receives valid acceptances (which have not been withdrawn) pursuant to the Offer and/or acquires Shares from the date of despatch of the Offer Document otherwise than through valid acceptances of the Offer, in respect of not less than 90% of the total number of Shares in issue (excluding any Shares already held by the Offeror, its related corporations or their respective nominees, and any other persons referred to in Section 215(9A) of the Companies Act), the Offeror will be entitled to exercise its right to compulsorily acquire all the Shares of Shareholders who have not accepted the Offer (the "**Dissenting Shareholders**") at the Final Offer Price.*

In addition, pursuant to Section 215(3) of the Companies Act, if the Offeror acquires such number of Shares pursuant to the Offer which, together with Shares held in treasury and Shares held by it, its related corporations or their respective nominees, and any other persons referred to in Section 215(9A) of the Companies Act, comprise 90% or more of the total number of Shares, the Dissenting Shareholders will have a right to require the Offeror to acquire their Shares at the Final Offer Price. Such Shareholders who wish to exercise such a right are advised to seek their own independent legal advice."

7. FINANCIAL ASPECTS OF THE OFFER

Section 8 of the Offer Document sets out certain information on the financial aspects of the Offer, extracts of which are set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

"8. FINANCIAL EVALUATION OF THE OFFER

The Final Offer Price represents the following premia over the historical traded prices of the Shares:

Description	***Benchmark Price (S$)[(1)]***	***Premium over Benchmark Price (%)[(2)]***

Last transacted price per Share as quoted on the SGX-ST on the Last Trading Day	*0.610*	*4.9*
Lowest closing price of the Shares traded on the SGX-ST for the one (1)-year period prior to and including the Last Trading Day	*0.445*	*43.8*
Highest closing price of the Shares traded on the SGX-ST for the one (1)-year period prior to and including the Last Trading Day	*0.615*	*4.1*
VWAP of the Shares traded on the SGX-ST for the one (1)-month period prior to and including the Last Trading Day	*0.584*	*9.6*
VWAP of the Shares traded on the SGX-ST for the three (3)-month period prior to and including the Last Trading Day	*0.560*	*14.3*
VWAP of the Shares traded on the SGX-ST for the six (6)-month period prior to and including the Last Trading Day	*0.541*	*18.3*
VWAP of the Shares traded on the SGX-ST for the 12-month period prior to and including the Last Trading Day	*0.534*	*19.9*

Notes:

(1) The figures are based on data extracted from Bloomberg Finance L.P. on the Last Trading Day and rounded to the nearest three (3) decimal places.

(2) The premium over benchmark price was rounded to the nearest one (1) decimal place."

8. DISCLOSURES

Section 5.1 of the Offer Document sets out certain information relating to the disclosure of interests of the Promoter Undertaking Parties, extracts of which are set out below.

"As at the Latest Practicable Date, the Shares held by the Promoters and subject to the Promoter Irrevocable Undertakings are as follows:

Promoter	*Number of Shares*	*Shareholding in the Company (%)*[(2)]
Low Kok Ann	*36,847,403*	*8.56*
Low See Ching	*109,547,280*	*25.44*
Low Bee Lan, Audrey	*22,133,857*	*5.14*
Total	***168,528,540***	***39.14***

Note:

(2) In this Offer Document, the shareholding percentage in the Company is calculated based on 430,550,000 Shares in issue as at the Latest Practicable Date and rounded to two (2) decimal places."

9. DIRECTORS' INTERESTS

Details of the Directors including, *inter alia,* the Directors' direct and deemed interests in the Company Securities and Offeror Securities as at the Latest Practicable Date are set out in Appendix B to this Circular.

10. CONFIRMATION OF FINANCIAL RESOURCES

Section 13 of the Offer Document sets out information on the confirmation of financial resources, extracts of which are set out below.

"***13. <u>CONFIRMATION OF FINANCIAL RESOURCES</u>***

UOB, as the sole financial adviser to the Offeror in connection with the Offer, confirms that sufficient financial resources are available to the Offeror to satisfy full acceptance of the Offer by the holders of the Offer Shares on the basis of the Final Offer Price, excluding the quantum of the Excluded Amount."

11. ADVICE AND RECOMMENDATIONS

11.1 **General**. Shareholders should read and carefully consider the recommendations of the Offeree Independent Directors and the advice of the IFA to the Offeree Independent Directors dated 2 November 2026, which is set out in Appendix A to this Circular (the "**IFA Letter**"), before deciding whether to accept or reject the Offer.

11.2 **Independence of Directors**. The SIC has on 9 September 2026 ruled that each of Mr. Low Kok Ann and Mr. Low See Ching is exempted from the requirement to make a

recommendation to Shareholders in respect of the Offer under Rule 24.1 of the Code as they each face a conflict of interest in relation to the Offer for the reasons set out below:

(a) Mr. Low Kok Ann is the Executive Director and Chief Executive Officer of the Company, and is also a director and a shareholder of the Offeror; and

(b) Mr. Low See Ching is the Non-Independent Non-Executive Director of the Company and is also a director and a shareholder of the Offeror.

In addition, two Directors, namely Datuk Edward Lee Ming Foo and Ms. Cheah Yee Leng, are directors of Hap Seng Consolidated Berhad, which wholly owns Hap Seng Investment Holdings Pte. Ltd., which has given an Irrevocable Undertaking to accept the Offer (as disclosed in Section 4 of this Circular). Accordingly, each of these Directors is deemed interested in the outcome of the Offer.

Nevertheless, each of Mr. Low Kok Ann, Mr. Low See Ching, Datuk Edward Lee Ming Foo and Ms. Cheah Yee Leng must still assume responsibility for the accuracy of facts stated or opinions expressed in documents and advertisements issued by, or on behalf of, the Company to the Shareholders in connection with the Offer.

Save for Mr. Low Kok Ann and Mr. Low See Ching, all the Directors consider themselves independent for the purposes of making a recommendation on the Offer.

11.3 **Advice of the IFA to the Offeree Independent Directors**

(a) **Appointment of IFA**.

W Capital Markets Pte. Ltd. has been appointed as the independent financial adviser to advise the Offeree Independent Directors in respect of the Offer. Shareholders should consider carefully the recommendation of the Offeree Independent Directors and the advice of the IFA to the Offeree Independent Directors before deciding whether to accept or reject the Offer. The IFA's advice is set out in its letter dated 2 November 2026, which is set out in Appendix A to this Circular.

(b) **Factors taken into consideration by the IFA**.

In arriving at its recommendation, the IFA has taken into account several key considerations, set forth in paragraph 8 of the IFA Letter. Shareholders should read paragraph 8 of the IFA Letter in conjunction with, and in the context of, the full text of the IFA Letter.

(c) **Advice of the IFA**.

After having regard to the considerations set out in the IFA Letter, and based on the circumstances of the Company and the information as at the Latest Practicable Date, the IFA has made certain recommendations to the Offeree Independent Directors, an extract of which is set out below. Shareholders should read the extract in conjunction with, and in the context of, the full text of the IFA Letter.

"8. OUR OPINION AND RECOMMENDATION IN RESPECT OF THE OFFER

In arriving at our opinion in respect of the Offer, we have taken into account a range of factors which we consider, based on available information as at the Latest Practicable Date, to be pertinent and have significant bearing on our assessment of the Offer. Accordingly, it is important that this IFA Letter, in particular, all the considerations and information we have taken into account, be read in its entirety.

In determining the fairness of the financial terms of the Offer, we have considered, inter alia, the following pertinent factors pertaining to the value of the Shares:

(a) *The Final Offer Price of S$0.640* ***exceeds the highest transacted price for the Shares*** *recorded* ***from the Company's initial public offering in December 2009*** *up to the Last Trading Day, thus representing* ***an all-time high relative to historical market trades prior to the Last Trading Day****.*

(b) *The P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share of approximately 1.9 times is* ***higher than the median and the simple average of trailing P/NAV multiples*** *for each of the* ***1-month, 3-month, 6-month, 12-month, and 24-month periods*** *prior to and including the Last Trading Day.*

(c) *The Final Offer Price represents* ***a premium of approximately 32.7% over the Group's RNAV per Share.***

(d) *The valuation of the Group as implied by the Final Offer Price in terms of TTM P/E, and P/ANAV (or P/RNAV) is* ***higher and more favourable than the mean and the median for the Selected Comparable Companies****. In addition, the valuation of the Group as implied by the Final Offer Price in terms of EV/TTM EBITDA is lower than the mean but* ***higher than the median EV/TTM EBITDA ratios of the Selected Comparable Companies and is within the range of the EV/TTM EBITDA ratios of the Selected Comparable Companies.***

(e) *The P/ANAV (or P/RNAV) as implied by the Final Offer Price is* ***within the range and higher than the median offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions****.*

(f) *The Final Offer Price of S$0.640 is* ***within*** *our estimated range of values of the Shares of* ***S$0.627 to S$0.650*** *per Share.*

After having carefully considered the pertinent factors above, we are of the opinion that the Offer is ***FAIR****.*

In determining the reasonableness of the Final Offer Price, apart from the above assessment that the Offer is FAIR, we have also considered, inter alia, the following factors:

(g) *The historical financial performance and position of the Group – the **financial performance of the Group has weakened** in the most recent financial period with declines in both the Group's revenue (down by approximately 10.5%, from approximately S$137.2 million in 1HFY2025 to approximately S$122.7 million in 1HFY2026 with all three operating segments recording lower revenue in 1HFY2026) and profit after income tax attributable to owners of the parent (down by approximately 22.2% from approximately S$13.1 million in 1HFY2025 to approximately S$10.2 million in 1HFY2026).*

As at 30 June 2026, the Group is also highly geared with a total borrowings-to-equity ratio of approximately 1.7 times and a net debt position of approximately S$238.7 million. The Group's total loans and borrowings amounted to approximately S$259.9 million as at 30 June 2026 (comprising approximately S$130.7 million of current portion of borrowings and approximately S$129.3 million of non-current portion of borrowings), whilst the Group's equity attributable to owners of the Company amounted to approximately S$151.4 million.

(h) *The premia of approximately 9.6%, 14.3%, and 18.3% as implied by the Final Offer Price over the VWAP for the Shares for 1-month, 3-month, and 6-month periods prior to and including the Last Trading Day respectively are below the mean and the median premia of the Precedent Privatisation Transactions, but are **relatively in line with or higher than** the minimum premium of the Precedent Privatisation Transactions.*

(i) *The **trading of the Shares is illiquid** – during the 24-month period prior to and including the Last Trading Day, the Shares were traded only on 369 market days out of a total of 503 market days. During this period, the average daily trading volume of the Shares was approximately 31.3 thousand Shares, representing approximately only 0.07% of the free float of the Company. Accordingly, the Offer represents an exit opportunity for Shareholders to dispose of their entire Shares for cash (which may not be readily available due to the low trading liquidity for the Shares – both in terms of number of Shares traded on a daily basis and the frequency of trading) without incurring any transaction costs as opposed to the sale of the Shares in the open market which will incur expenses such as brokerage commission and/or other trading costs.*

(j) *As at the Latest Practicable Date, other than the Offer, there is no alternative or **competing offer for the Shares** of the Company from any other party. In addition, the **likelihood of an alternative or competing offer from any third party is remote** in view that as at 13 October 2026 (being the latest practicable date of the Offer Document), the aggregate number of Shares under the Irrevocable Undertakings is 387,318,540 Shares, representing approximately 89.96% of the total number of Shares of the Company.*

(k) *The Final Offer Price is at **a slight premium** of approximately 1.1% over the VWAP of the Shares of S$0.633 for the period after the Offer Announcement Date to the Latest Practicable Date.*

*After having carefully considered the factors above, we are of the opinion that the Offer is **REASONABLE**.*

Having regard to the foregoing considerations set out in this IFA Letter and information available to us as at the Latest Practicable Date, we are of the opinion that, on balance, the financial terms of the Offer are FAIR AND REASONABLE. Accordingly, we advise the Offeree Independent Directors to recommend Shareholders to ACCEPT the Offer.

Shareholders who wish to realise their investment in the Company can choose to sell their Shares in the open market if they can obtain a price higher than the Final Offer Price, after taking into account all transaction costs in connection with open market transactions."

11.4 **Recommendations of the Offeree Independent Directors.** The Offeree Independent Directors, having considered carefully the terms of the Offer and the advice given by the IFA in the IFA Letter, recommend that Shareholders **ACCEPT** the Offer.

11.5 **No Regard to Specific Objectives.** In rendering the advice and the recommendations above, both the IFA and the Offeree Independent Directors have not had regard to the specific investment objectives, financial situation, tax status, risk profiles or unique needs and constraints of any individual Shareholder. As different Shareholders would have different investment objectives and profiles, the Offeree Independent Directors recommend that any individual Shareholder who may require advice in the context of his/her/its specific investment portfolio should consult his/her/its stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately. Accordingly, Shareholders should note that the opinion and advice of the IFA and the recommendation of the Offeree Independent Directors should not be relied upon by any Shareholder as the sole basis for deciding whether or not to accept the Offer.

SHAREHOLDERS ARE URGED TO READ THE FULL TEXT OF THE IFA LETTER WHICH IS SET OUT IN APPENDIX A TO THIS CIRCULAR CAREFULLY BEFORE DECIDING WHETHER TO ACCEPT OR REJECT THE OFFER.

12. OVERSEAS PERSONS

12.1 **Availability of Offer**. The availability of the Offer to Shareholders whose mailing addresses are outside Singapore (as shown on the register of members of the Company or, as the case may be, in the records of CDP) (each, an "**Overseas Person**") may be affected by the laws of the relevant overseas jurisdiction.

Overseas Persons should refer to Section 11 of the Offer Document, extracts of which are set out below.

*"**11. OVERSEAS PERSONS***

*The availability of the Offer to Shareholders whose mailing addresses are outside of Singapore (as shown on the register of members of the Company or, as the case may be, in the records of CDP) (each, an "**Overseas Person**") may be affected by the laws of the relevant overseas jurisdictions. Accordingly, any Overseas Person should inform himself about and observe all applicable legal and regulatory requirements, and exercise caution in relation to the Offer, as this Offer Document, the Notification Letter, the Acceptance Forms and/or any related documents have not been reviewed by any regulatory authority in any overseas jurisdiction.* ***Where there are potential restrictions on sending this Offer Document, the Notification Letter, the Acceptance Forms and/or any related documents to any overseas jurisdictions, the Offeror, UOB, CDP and the Share Registrar each reserves the right not to send these documents to Shareholders in such overseas jurisdictions. For the avoidance of doubt, the Offer will be open to all Shareholders, including those to whom this Offer Document, the Notification Letter, the Acceptance Forms and/or any related documents have not been, or may not be, sent.***

*Copies of this Offer Document, the Notification Letter, the Acceptance Forms and/or any other formal documentation relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Offer would violate the law of that jurisdiction (a "**Restricted Jurisdiction**") and will not be capable of acceptance by any such use, means, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.*

The Offer (unless otherwise determined by the Offeror and permitted by applicable laws and regulations) will not be made, directly or indirectly, in or into, or by the use of mails of, or by any means or instrumentality (including without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction, and the Offer will not be capable of acceptance by any such use, means, instrumentality or facility.

Overseas Persons may, nonetheless, obtain copies of the Notification Letter, the Acceptance Forms and/or any related documents, during normal business hours and up to the Closing Date, from the Offeror through its receiving agent, (a) CDP (if he is a depositor) by submitting a request to CDP via phone (+65 6535 7511) during their operating hours or email services (asksgx@sgx.com); or (b) the Share Registrar (if he is a scripholder), Boardroom Corporate & Advisory Services Pte. Ltd. at its office located at 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632.

Alternatively, an Overseas Person may write to the Offeror through CDP (if he is a depositor) at Privy Box No. 920764, Singapore 929292, or the Share Registrar (if he is a scripholder) at the address listed above, to request for the Notification Letter, the Acceptance Forms and/or any related documents to be sent to an address in Singapore by ordinary post at the Overseas Person's own risk, up to five (5) Market Days prior to the Closing Date.

It is the responsibility of any Overseas Person who wishes to (i) request for the Notification Letter, the Acceptance Forms and/or any related documents; or (ii) accept the Offer, to satisfy himself as to the full observance of the applicable laws and regulations of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements and the payment of any taxes, imposts, duties or other requisite payments due in such jurisdiction. Such Overseas Person shall be liable for any such taxes, imposts, duties or other requisite payments payable and the Offeror and any person acting on its behalf (including UOB) shall be fully indemnified and held harmless by such Overseas Person for any such taxes, imposts, duties or other requisite payments as the Offeror and/or any person acting on its behalf (including UOB) may be required to pay. In (A) requesting for the Notification Letter, the Acceptance Forms and/or any related documents; and/or (B) accepting the Offer, the Overseas Person represents and warrants to the Offeror and UOB that he is in full observance of the applicable laws and regulations of the relevant jurisdiction in that connection, and that he is in full compliance with all necessary formalities or legal requirements of such jurisdictions. ***Any Overseas Person who is in any doubt about his position should consult his professional adviser in the relevant jurisdiction.***

The Offeror and UOB each reserves the right to notify any matter, including the fact that the Offer has been made, to any or all Shareholders (including Overseas Persons) by announcement on the website of the SGX-ST or notice and if necessary, by paid advertisement in a newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Shareholder (including an Overseas Person) to receive or see such announcement, notice or advertisement."

12.2 **Copies of Circular**. The Constitution provides that an Overseas Person who has not supplied to the Company or CDP, as the case may be, an address within Singapore for the service of notices and documents shall not be entitled to receive notices or documents from the Company.

Accordingly, and due to potential restrictions on sending this Circular to overseas jurisdictions, this Circular, as well as the Notice to Shareholders, has not been and will not be sent to Overseas Persons. Subject to compliance with applicable laws, any affected Overseas Person may, nonetheless, download electronic copies of this Circular from SGXNET at www.sgx.com.

In downloading this Circular, the Notice to Shareholders and any other related documents, each of the Overseas Persons represents and warrants to the Company that each of them is in full observance of the laws of the relevant jurisdiction in that connection, and that each of them is in full compliance with all necessary formalities or legal requirements.

13. INFORMATION PERTAINING TO SRS INVESTORS

Section 15.3 of the Offer Document sets out information pertaining to SRS Investors, extracts of which are set out below.

*"15.3 **Information Pertaining to SRS Investors***

SRS Investors will receive further information on how to accept the Offer from their SRS Agent Banks directly. SRS Investors are advised to consult their respective SRS Agent Banks should they require further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice. SRS Investors who wish to accept the Offer are to reply to their respective SRS Agent Banks by the deadline stated in the letter from their respective SRS Agent Banks, which may be earlier than the Closing Date. Subject to the Offer becoming or being declared to be unconditional in all respects in accordance with its terms, SRS Investors who validly accept the Offer will receive the Final Offer Price payable in respect of their Offer Shares in their SRS investment accounts."

14. ACTIONS TO BE TAKEN BY SHAREHOLDERS

Shareholders who **wish to accept the Offer** must do so not later than the Closing Date or such later date(s) as may be announced from time to time by or on behalf of the Offeror, abiding by the procedures for the acceptance of the Offer as set out in Appendix V to the Offer Document, and in the accompanying FAA and/or FAT.

Acceptances should be completed and returned as soon as possible and, in any event, so as to be received, on behalf of the Offeror, by CDP (in respect of the FAA) or the Share Registrar (in respect of the FAT), as the case may be, not later than the Closing Date or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

Shareholders who **do not wish to accept the Offer** need not take any further action in respect of the Offer Document, the FAA and/or the FAT which have been sent to them.

15. CONSENTS

The IFA has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of the IFA Letter in Appendix A to this Circular, and the references to its name in the form and context in which it appears in this Circular.

Each of the Valuers has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the Valuation Certificates set out in Appendix G to this Circular and all references thereto, in the form and context in which they appear in this Circular.

16. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors (including any Director who may have delegated detailed supervision of this Circular) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Circular (save for (a) the recommendation of the Offeree Independent Directors to Shareholders set out in Section 11.4 (*Recommendations of the Offeree*

Independent Directors) of this Circular, for which the Offeree Independent Directors are solely responsible; (b) the IFA Letter, for which the IFA takes responsibility; (c) the Valuation Certificates and the Valuation Reports, for which the Valuers take responsibility; (d) information extracted from the Offer Announcement and the Offer Document; and (e) information relating to the Offeror, the IFA and the Valuers), are fair and accurate and, where appropriate, no material facts have been omitted from this Circular, the omission of which would make any statement in this Circular misleading. The Directors jointly and severally accept full responsibility accordingly.

Where information in this Circular (save for (a) the IFA Letter, for which the IFA takes responsibility; and (b) the Valuation Certificates and the Valuation Reports, for which the Valuers take responsibility) has been extracted or reproduced from published or otherwise publicly available sources or obtained from a named source (including, without limitation, the Offer Announcement, the Offer Document, the IFA Letter, the Valuation Certificates and the Valuation Reports), the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources or, as the case may be, accurately reflected and/or reproduced in this Circular in its proper form and context.

In respect of the IFA Letter, the Valuation Certificates and the Valuation Reports, the sole responsibility of the Directors has been to ensure that the facts stated with respect to the Group are, to the best of their knowledge and belief, fair and accurate in all material respects.

17. ADDITIONAL INFORMATION

The attention of the Shareholders is also drawn to the Appendices which form part of this Circular.

Yours faithfully,

For and on behalf of the Board of Directors of
Hafary Holdings Limited

Foo Yong How
Independent Non-Executive Chairman

APPENDIX A – LETTER FROM THE IFA TO THE OFFEREE INDEPENDENT DIRECTORS IN RESPECT OF THE OFFER

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W CAPITAL MARKETS PTE. LTD.
(Incorporated in the Republic of Singapore)
(Company Registration Number: 201813207E)
65 Chulia Street
#43-01 OCBC Centre
Singapore 049513

2 November 2026

The Directors of Hafary Holdings Limited who are considered independent for the purposes of making a recommendation to the Shareholders in respect of the Offer

Mr. Foo Yong How	Independent Non-Executive Chairman and Lead Independent Director
Mr. Darrell Lim Chee Lek	Independent Director
Mr. Lim Wah Fong	Independent Director
Datuk Edward Lee Ming Foo, JP	Non-Independent Non-Executive Director
Ms. Cheah Yee Leng	Non-Independent Non-Executive Director

Dear Sirs,

VOLUNTARY CONDITIONAL CASH OFFER BY UNITED OVERSEAS BANK LIMITED, FOR AND ON BEHALF OF 23 CAPITAL PTE. LTD., FOR ALL THE ISSUED AND PAID-UP ORDINARY SHARES IN THE CAPITAL OF HAFARY HOLDINGS LIMITED, OTHER THAN SHARES HELD, DIRECTLY OR INDIRECTLY, BY THE OFFEROR

*Unless otherwise defined or the context otherwise requires, all terms defined in the circular dated 2 November 2026 (the "**Circular**") issued by Hafary Holdings Limited (the "**Company**", and together with its subsidiaries (the "**Group**")) shall have the same meanings herein.*

1. INTRODUCTION

On 28 September 2026 (the "**Offer Announcement Date**"), United Overseas Bank Limited ("**UOB**" or the "**Financial Adviser**") announced, for and on behalf of 23 Capital Pte. Ltd. (the "**Offeror**"), that the Offeror intends to make a voluntary conditional cash offer (the "**Offer**") in accordance with Rule 15 of the Singapore Code on Take-overs and Mergers (the "**Code**") for all the issued and paid-up ordinary shares (the "**Shares**") in the capital of the Company, other than Shares held, directly or indirectly, by the Offeror as at the date of the Offer (the "**Offer Shares**") (the "**Offer Announcement**").

On 19 October 2026, UOB announced for and on behalf of the Offeror that the notification containing the instructions for the electronic retrieval of the offer document dated 19 October 2026 containing the full terms and conditions of the Offer (the "**Offer Document**") and its related documents have, on the same date, been despatched to shareholders of the Company (the "**Shareholders**") together with the relevant forms for acceptance as defined in the Offer Document ("**Acceptance Forms**").

W Capital Markets Pte. Ltd. ("**W Capital Markets**") has been appointed by the Company as the independent financial adviser (the "**IFA**") to advise the directors of the Company (the "**Directors**") who are considered to be independent for the purposes of making the recommendation to the

Shareholders in respect of the Offer (the "**Offeree Independent Directors**"). We note from the Circular that the Offeree Independent Directors comprise Mr. Foo Yong How, Mr. Darrell Lim Chee Lek, Mr. Lim Wah Fong, Datuk Edward Lee Ming Foo, JP, and Ms. Cheah Yee Leng. This letter (the "**IFA Letter**") sets out, *inter alia*, our views and assessment on the financial terms of the Offer and our opinion thereon, and forms part of the Circular to be despatched to Shareholders in relation to the Offer.

2. TERMS OF REFERENCE

We have been appointed to advise the Offeree Independent Directors on the financial terms of the Offer in compliance with the provisions of the Code. We have confined our evaluation to the financial terms of the Offer and we are not required to evaluate or comment on the commercial risks and/or merits (if any) of the Offer or the future prospects of the Company, and we have not made such evaluations or comments. Such evaluations or comments, if any, remain the responsibility of the Directors and the management of the Company (the "**Management**"), although we may draw upon their views or make such comments in respect thereof (to the extent deemed necessary or appropriate by us) in arriving at our opinion as set out in this IFA Letter.

We have not been instructed or authorised to solicit, and we have not solicited, any indication of interest from any third party with respect to any other proposals for transactions similar to or in lieu of the Offer. In this regard, we are not addressing the relative merits of the Offer as compared to any alternative transaction previously considered by the Company or which otherwise may have been available to the Company currently or in the future.

In the course of our evaluation, we have held discussions with the Management and have examined and relied to a considerable extent on publicly available information collated by us as well as information provided and representations made to us, both written and verbal, by the Directors, the Management and/or, where applicable, the professional advisers of the Company, including information contained in the Circular. We have not independently verified such information or representations, whether written or verbal, and accordingly cannot and do not make any representation or warranty, express or implied, in respect of, and do not accept any responsibility for, the accuracy, completeness or adequacy of such information or representations. We have relied on the assurance of the Directors (including any Director who may have delegated detailed supervision of the preparation of the Circular) who jointly and severally accept responsibility for the accuracy of the information given in the Circular (save for (a) this IFA Letter; (b) the information extracted from the Offer Announcement, the Offer Document and any other announcements made by or on behalf of the Offeror; and (c) information relating to the Offeror and the parties acting in concert with the Offeror) and have confirmed that they have taken all reasonable care to ensure that the facts stated and opinions expressed in the Circular are fair and accurate and that no material facts have been omitted from the Circular. Whilst care has been exercised in reviewing the information on which we have relied, we have not independently verified the information but nevertheless have made such reasonable enquiries and exercised our judgement on the reasonable use of such information and have found no reason to doubt the reliability of the information.

The scope of our appointment does not require us to perform any independent appraisal of the assets and liabilities of the Group. As such, we have relied on the disclosures and representations made by the Company on the values of the assets and liabilities and profitability of the Group and no representation or warranty, expressed or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of such information. For the purposes of the Offer, the Company has commissioned Colliers International Consultancy & Valuation (Singapore) Pte Ltd and Colliers Appraisal & Advisory Services (Shanghai) Co., Ltd., (collectively, the "**Valuers**") to conduct independent valuations of its eight (8) properties, which have been classified and accounted for as leasehold properties under property, plant and equipment, leasehold land under right-of-use assets, and/or investment properties in the Group's financial statements (collectively, the "**Appraised Properties**"). Copies of the valuation certificates from the Valuers ("**Valuation Certificates**") are set out in Appendix G of the Circular. Copies of the

Valuation Certificates and the valuation reports ("**Valuation Reports**") are also available for inspection at the registered office of the Company. We are not experts in the evaluation or appraisal of the Appraised Properties concerned and we have placed sole reliance on the independent valuations conducted by the relevant Valuers for such appraisal and have not made any independent verification of the contents thereof and the assumptions adopted by the Valuers. In particular, no representation or warranty, express or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of these Valuation Certificates and Valuation Reports.

Our opinion and advice as set out in this IFA Letter are based upon the prevailing market, economic, industry and other conditions (if applicable) as well as information and representations provided to us by the Company and its representatives, as at 19 October 2026, being the latest practicable date prior to the electronic dissemination of the Circular (the "**Latest Practicable Date**" or "**LPD**"). Such conditions may change significantly over a relatively short period of time. We assume no responsibility to update, revise or reaffirm our opinion in light of any subsequent development after the Latest Practicable Date that may affect our opinion contained herein. Shareholders should take note of any announcement relevant to their consideration of the Offer, which may be released or published by or on behalf of the Company or the Offeror after the Latest Practicable Date.

Our opinion is limited to the fairness and reasonableness, from a financial point of view, of the Offer, and our terms of reference do not require us to evaluate or comment on the commercial rationale for the Offer and/or its associated risks and merits. We have not received or relied on any financial projections or forecasts in respect of the Company, the Group, or any part or division of any of the foregoing, and our terms of reference do not require us to comment or express an opinion on the financial impact or potential impact on current or future financial performance or prospects or earnings potential of the Company and/or the Group arising from the Offer or otherwise.

In rendering our opinion, we have not had regard to any general or specific investment objectives, financial situation, tax position, risk profile, tax status or particular needs and constraints or other particular circumstances of any Shareholder, and do not assume any responsibility for, nor hold ourselves out as advisers to, any person other than the Offeree Independent Directors. As each Shareholder would have different investment objectives and profiles, the Offeree Independent Directors may wish to advise any Shareholder who may require specific advice in relation to his/her specific investment portfolio to consult his/her stockbroker, bank manager, solicitor, accountant, tax adviser or other appropriate professional adviser.

The Company has been separately advised by its own professional advisers in the preparation of the Circular (other than this IFA Letter). We have had no role or involvement, and do not provide any advice (financial or otherwise), in the preparation, review and verification of the Circular (other than this IFA Letter). Accordingly, we take no responsibility for, and express no views, whether express or implied, on the contents of the Circular (other than this IFA Letter).

We have prepared this IFA Letter for the use of the Offeree Independent Directors in connection with their consideration of the Offer and their advice and recommendation to the Shareholders in respect thereof. The recommendations made to the Shareholders in relation to the Offer remain the responsibility of the Offeree Independent Directors.

Our opinion in relation to the Offer should be considered in the context of the entirety of this IFA Letter and the Circular.

3. THE OFFER

The information on the Offer as set out below in italics has been extracted from paragraph 2 of the Offer Document. Unless otherwise defined, all terms and expressions used in the extract below shall have the same meanings as those defined in the Offer Document.

"***2. THE OFFER***

2.1 Offer Shares

*The Offer is extended, on the same terms and conditions, to all the Shares, other than Shares held, directly or indirectly, by the Offeror as at the date of the Offer (the "**Offer Shares**").*

2.2 Consideration

For each Offer Share: S$0.64 in cash (the "Final Offer Price").

The Final Offer Price is final and the Offeror does not intend to revise the Final Offer Price, save that the Offeror reserves the right to do so in accordance with the Code in a competitive situation.

By way of illustration, Shareholders who validly accept the Offer will receive:

(a) S$640.00 in cash for every 1,000 Offer Shares tendered in acceptance of the Offer; and

(b) S$9,600.00 in cash for every 15,000 Offer Shares tendered in acceptance of the Offer.

2.3 No Encumbrances

*The Offer Shares will be acquired (a) fully paid; (b) free from all liens, equities, mortgages, charges, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever ("**Encumbrances**"); and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including but not limited to the right to receive and retain all dividends, other distributions and/or return of capital ("**Distributions**"), whether in cash or in kind, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date).*

In the event that any Distribution is announced, declared, paid or made on or after the Offer Announcement Date, the Offeror reserves the right to reduce the Final Offer Price by the amount of such Distribution paid by the Company to the accepting Shareholder.

2.4 Minimum Acceptance Condition

*The Offeror intends to make the Company its wholly-owned subsidiary. Accordingly, the Offer will be subject to the Offeror having: (a) received valid acceptances (which have not been withdrawn) in respect of; and/or (b) acquired or agreed to acquire (other than pursuant to valid acceptances), such number of Offer Shares which in aggregate entitle the Offeror to exercise rights of compulsory acquisition under Section 215(1) of the Companies Act by the close of the Offer (the "**Minimum Acceptance Condition**").*

*As further disclosed in paragraph 5.1 of this Offer Document, Low Kok Ann, Low See Ching, and Low Bee Lan, Audrey (collectively, the "**Promoters**") have given the Promoter*

Irrevocable Undertakings (as defined below) to, inter alia, accept or procure the acceptance of the Offer in respect of all the Shares held or controlled by each of them. Further details in relation to compulsory acquisition under Section 215(1) of the Companies Act are set out in paragraph 9.2 of this Offer Document.

Save for the Minimum Acceptance Condition, the Offer will be unconditional in all other respects.

2.5 Warranty

Acceptance of the Offer will be deemed to constitute an unconditional and irrevocable warranty by the accepting Shareholder that each Offer Share tendered in acceptance of the Offer is sold by the accepting Shareholder, as or on behalf of the beneficial owner(s) thereof, (a) fully paid; (b) free from all Encumbrances; and (c) together with all rights, benefits and entitlements attached thereto as at the Offer Announcement Date and thereafter attaching thereto (including the right to receive and retain all Distributions, whether in cash or in kind, if any, which may be announced, declared, paid or made thereon by the Company on or after the Offer Announcement Date).

2.6 Closing Date

Except insofar as the Offer may be withdrawn with the consent of the SIC and every person released from any obligation incurred thereunder, the Offer will remain open for acceptances for a period of at least 28 days from the date of electronic despatch of this Offer Document.

Accordingly, the Offer will close at 5.30 p.m. (Singapore time) on 16 November 2026 or such later date(s) as may be announced from time to time by or on behalf of the Offeror.

2.7 Details of the Offer

***APPENDIX IV** to this Offer Document sets out further details on (a) the duration of the Offer; (b) the settlement of the consideration for the Offer; (c) the requirements relating to the announcement of the level of acceptances of the Offer; and (d) the right of withdrawal of acceptances of the Offer.*

2.8 Procedures for Acceptance

***APPENDIX V** to this Offer Document sets out the procedures for acceptance of the Offer.*"

4. INFORMATION ON THE OFFEROR

The information on the Offeror is set out in paragraph 3 and Appendix I of the Offer Document. Shareholders are advised to read the information carefully.

5. INFORMATION ON THE COMPANY

The information on the Company is set out in paragraph 4 and Appendix II of the Offer Document. Shareholders are advised to read the information carefully.

6. RATIONALE FOR THE OFFER AND INTENTIONS FOR THE COMPANY

The Offeror's rationale for the Offer and intentions for the Company are set out in paragraphs 6 and 7 of the Offer Document. Shareholders are advised to read the information carefully.

7. FINANCIAL ASSESSMENT OF THE OFFER

In the course of our evaluation of the financial terms of the Offer, we have given due consideration to, *inter alia,* the following key factors which we consider to have a significant bearing on our assessment:

7.1 Historical share price performance and trading liquidity of the Shares;

7.2 Historical trailing price-to-NAV ("**P/NAV**") ratios of the Shares;

7.3 Historical financial performance and position of the Group;

7.4 Analysis of the Group's net asset value ("**NAV**") per Share and revalued net asset value ("**RNAV**") per Share;

7.5 Valuation statistics of listed companies broadly comparable to the Group;

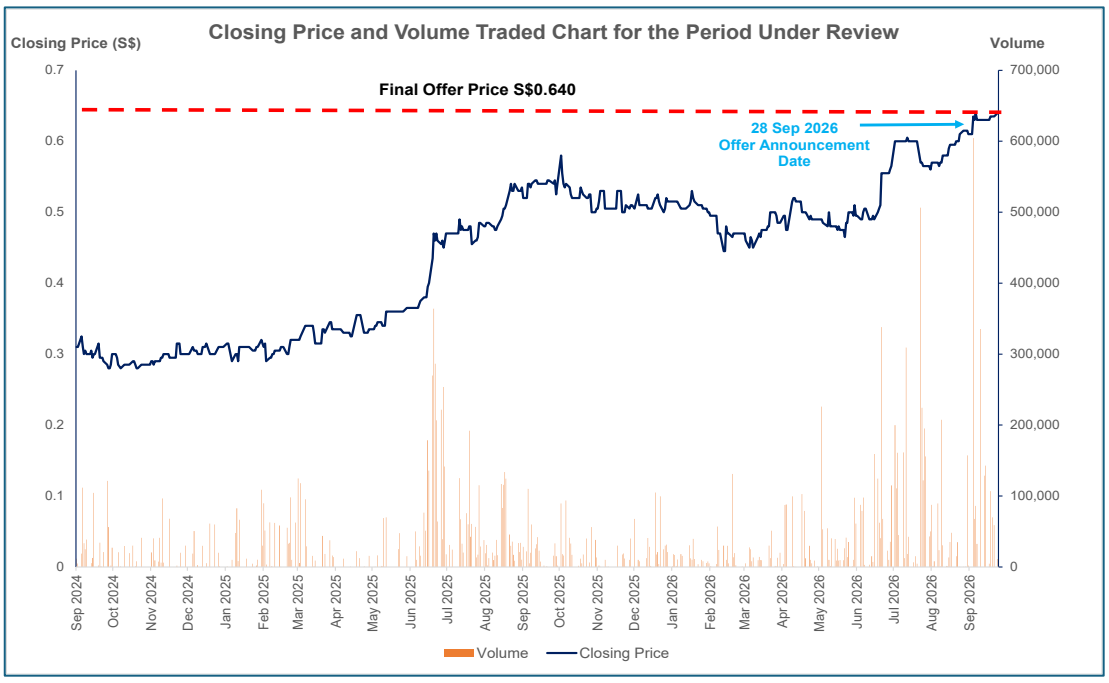
7.6 Comparison with recent successful privatisation and delisting transactions of companies listed on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**");

7.7 Estimated range of values of the Shares; and

7.8 Other relevant considerations.

7.1 Historical share price performance and trading liquidity of the Shares

The Offer Announcement was released on 28 September 2026. Accordingly, 25 September 2026 was the last full trading day for the Shares on the SGX-ST prior to the Offer Announcement (the "**Last Trading Day**"). The trading for the Shares was halted on 28 September 2026. For the purpose of our analysis of the trading performance of the Shares in respect of the Offer, we have compared the Final Offer Price against the historical market price performance of the Shares and considered the historical trading volume of the Shares for a 2-year period up to and including the Last Trading Day, and up to the Latest Practicable Date (the "**Period Under Review**"). We set out below a chart showing the daily closing prices of the Shares and the daily trading volume of the Shares for the Period Under Review.



Source: *Bloomberg L.P.*

In addition to the above chart, we have tabulated below selected statistics on the volume-weighted average price ("**VWAP**"), the highest and lowest transacted prices, and trading liquidity of the Shares for the Period Under Review:

Reference Period	VWAP[(1) (6)] (S$)	Premium / Discount of Final Offer Price to VWAP[(2)] (%)	Highest transacted price[(1)] (S$)	Lowest transacted price[(1)] (S$)	Average daily trading volume[(2)(3)] ('000)	Average daily trading volume as a % of free float[(1)(4)] (%)
Periods prior to and including the Last Trading Day						
Last 24 months	0.469	36.5%	0.620	0.260	31.3	0.07%
Last 12 months	0.534	19.9%	0.620	0.440	32.4	0.07%
Last 6 months	0.541	18.3%	0.620	0.450	46.9	0.11%
Last 3 months	0.560	14.3%	0.620	0.490	67.8	0.16%
Last 1 month	0.584	9.6%	0.620	0.565	32.9	0.08%
On 25 September 2026, being the Last Trading Day	0.610[(5)]	4.9%	0.615	0.610	1.8	0.004%
Periods after the Offer Announcement to the Latest Practicable Date						
Period after the Offer Announcement Date to the Latest Practicable Date	0.633	1.1%	0.645	0.630	109.9	0.25%
Latest Practicable Date	0.640[(5)]	0.0%	0.640	0.635	11.3	0.03%

Source: *Bloomberg L.P.*

Notes:

(1) Rounded to the nearest three (3) decimal places.

(2) Rounded to the nearest one (1) decimal place.

(3) The average daily trading volume of the Shares is calculated based on the total volume of Shares traded during the period divided by the number of market days during that period.

*(4) The free float refers to 43,231,460 Shares (or approximately 10.04% of the issued Shares (excluding treasury shares)) held by Shareholders other than the Offeror and parties acting in concert with it, the Promoter Undertaking Parties (as defined in the Circular) and Hap Seng Investment Holdings Pte. Ltd. (collectively, the "**Undertaking Parties**" or the "**Undertaking Shareholders**"), the Directors and the substantial Shareholders as at the Latest Practicable Date.*

(5) Refers to the closing price of the Shares on the respective days.

(6) VWAP is computed based on the total value of Shares traded during the period divided by the total volume of Shares traded during the period.

Based on the above, we note the following:

(a) the Final Offer Price is at a premium of approximately 36.5%, 19.9%, 18.3%, 14.3%, and 9.6% over the VWAP of the Shares for the 24-month, 12-month, 6-month, 3-month and 1-month periods prior to and including the Last Trading Day respectively;

(b) the Final Offer Price is at a slight premium of approximately 4.9% over the last transacted price for the Shares as at the Last Trading Day;

(c) the Final Offer Price is above the highest transacted price for the Shares for the 24-month period prior to and including the Last Trading Day. We wish to highlight that **the Final Offer Price exceeds the highest transacted price for the Shares** recorded **from the Company's initial public offering in December 2009** up to the Last Trading Day, thus

representing **an all-time high relative to historical market trades prior to the Last Trading Day;**

(d) the Final Offer Price is at a slight premium of approximately 1.1% over the VWAP of the Shares of S$0.633 for the period after the Offer Announcement Date to the Latest Practicable Date and the daily transacted prices of the Shares during this period were in the range of S$0.630 to S$0.645, which may be underpinned by the Offer; and

(e) the Final Offer Price is equal to the last transacted price of the Shares as at the Latest Practicable Date.

With regard to the trading liquidity of the Shares, we note the following:

(a) the trading of the Shares was illiquid during the period up to the Last Trading Day. For the 24-month period prior to and including the Last Trading Day, the Shares were traded on 369 market days out of a total of 503 market days (or 73.4%). During this period, the average daily trading volume of the Shares was approximately 31.3 thousand Shares, representing approximately only 0.07% of the free float of the Company;

(b) the average daily trading volume of the Shares for the 12-month, 6-month, 3-month and 1-month periods up to and including the Last Trading Day was approximately 32.4 thousand Shares, 46.9 thousand Shares, 67.8 thousand Shares, and 32.9 thousand Shares, representing approximately 0.07%, 0.11%, 0.16%, and 0.08% of the free float of the Company respectively; and

(c) for the period after the Offer Announcement Date to the Latest Practicable Date, the average daily trading volume of the Shares increased to approximately 109.9 thousand Shares, representing approximately 0.25% of the free float of the Company.

We note that trading for the Shares appears to be sporadic and that the number of Shares traded during the 24-month period analysed prior to and including the Last Trading Day is relatively low as compared to the number of issued Shares (excluding treasury Shares) as at the Latest Practicable Date. In addition, for the 24-month period prior to and including the Last Trading Day, the Shares were traded for 369 market days out of a total 503 market days (or approximately 73.4%). It is generally accepted that the more actively traded the shares, the greater the reliance on market prices as a determination of the fair value of the shares between willing buyer and willing seller. Whilst historical transacted prices for the Shares may not be a meaningful indicator of its fundamental value in view of the lack of liquidity for the Shares (in terms of number of Shares traded on a daily basis and the frequency of trading), they nonetheless represent the prices for transactions between willing buyer and willing seller.

We also note that the number of Shares that were traded on a daily basis for the period commencing on the market day immediately after the Offer Announcement Date till the Latest Practicable Date is significantly higher than the number of Shares that were traded on a daily basis for all periods during the 24 months prior to the Last Trading Day. Subsequent to the Offer Announcement Date, the prices and average daily trading volume for the Shares have increased. Offeree Independent Directors should note that there is no assurance that the observed increase in average number of Shares traded daily and frequency of trading subsequent to the Offer Announcement Date will be maintained or that the transacted prices after the completion of the Offer (or if the Offer lapses) will be at the same levels and this may be, *inter alia*, due to the fact that economic and market conditions as well as the Group or the Company's financial performance, position and prospects may change or be perceived differently.

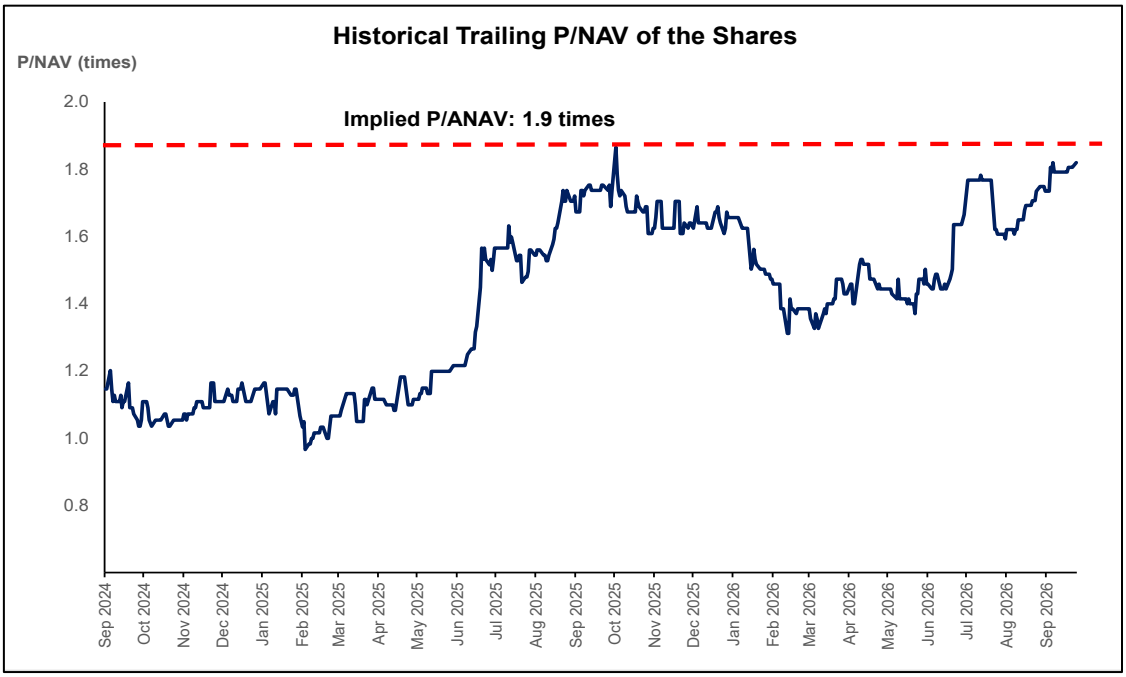
Offeree Independent Directors should note that in the absence of the Offer, such an exit for all Shareholders other than the Offeror and its concert parties may not be readily available due to the low trading liquidity for the Shares (both in terms of number of Shares traded on a daily basis and the frequency of trading).

Shareholders should note that past trading performance for the Shares may not be relied upon as an indication or promise or prospects of its trading performance in the future. **Shareholders should also note that due to the lack of trading liquidity of the Shares, the transacted prices of the Shares may not necessarily be a meaningful indicator of the fundamental value of the Shares.**

7.2 Historical trailing P/NAV ratios of the Shares

We have compared the P/NAV of the Shares as implied by the Final Offer Price of approximately 1.9 times (based on the Group's ANAV per Share as set out in paragraph 7.4.2 of this IFA Letter) against the historical trailing P/NAV multiples of the Shares based on the daily closing prices of the Shares and the Group's trailing announced NAV per Share in the 24-month period prior to and including the Last Trading Day, and up to the Latest Practicable Date.

The chart below shows the historical P/NAV ratios of the Shares for the Period Under Review.



Source: *Bloomberg L.P.*

The average, minimum and maximum of the historical P/NAV of the Shares are set out below:

Reference Period	Average P/NAV[(1)] (times)	Median P/NAV[(1)] (times)	Maximum P/NAV[(1)] (times)	Minimum P/NAV[(1)] (times)
Periods prior to and including the Last Trading Day				
Last 24 months	1.4	1.4	1.9	1.0
Last 12 months	1.6	1.6	1.9	1.3
Last 6 months	1.5	1.5	1.8	1.3
Last 3 months	1.6	1.6	1.8	1.4
Last 1 month	1.7	1.7	1.7	1.6
Periods after the Offer Announcement to the Latest Practicable Date				
Period after the Offer Announcement Date to the Latest Practicable Date	1.8	1.8	1.8	1.8
Latest Practicable Date	1.8[(2)]	1.8	1.8	1.8

Source: *Bloomberg L.P.*

Notes:

(1) Rounded to the nearest one (1) decimal place.

(2) P/NAV multiple of the Shares is based on the closing price of the Shares as at the Latest Practicable Date.

We note from the chart and table above that:

(a) The Shares were traded at P/NAV multiples of between approximately 1.0 times and 1.9 times during the period commencing from 26 September 2024 (being the market day 24 months prior to the Last Trading Day) and ending on the Last Trading Day and the historical trailing P/NAV multiples for the Shares have been mostly below the P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share of approximately 1.9 times (save for 27 October 2025, when the P/NAV of the Shares was also approximately 1.9 times);

(b) The P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share of approximately 1.9 times is higher than the median and the simple average of trailing P/NAV multiples for each of the 1-month, 3-month, 6-month, 12-month, and 24-month periods prior to and including the Last Trading Day; and

(c) The P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share of approximately 1.9 times represents premia ranging between approximately 10.7% and 29.8% over the median trailing P/NAV multiples for each of the 1-month, 3-month, 6-month, 12-month, and 24-month periods prior to and including the Last Trading Day.

In summary, the P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share is favourable and higher than the medians and averages of the historical trailing P/NAV multiples as shown in the chart and table above.

7.3 Historical financial performance and position of the Group

A summary of the consolidated statement of profit or loss of the Group for financial year ended 31 December ("**FY**") 2023, FY2024 and FY2025, as well as the financial results for the 6-month financial periods ended 30 June 2025 ("**1HFY2025**") and 30 June 2026 ("**1HFY2026**") and the statement of financial position of the Group as at 30 June 2026 are set out below. The following summary financial information should be read in conjunction with the Company's annual reports for FY2023, FY2024 and FY2025, and the Company's announced unaudited 1HFY2025 and 1HFY2026 financial results, including the notes and commentaries thereto.

Consolidated statement of profit or loss

(S$'000)	FY2023 Audited	FY2024 Audited	FY2025 Audited	1HFY2025 Unaudited	1HFY2026 Unaudited
Revenue	**226,422**	**263,136**	**286,991**	**137,199**	**122,729**
Interest income	180	204	121	50	50
Other income and gains	13,372	11,312	7,688	3,736	3,451
Changes in inventories of goods held for resale	(1,478)	(3,168)	6,719	1,705	3,299
Purchases and related costs	(121,904)	(153,823)	(175,781)	(83,997)	(72,803)
Employee benefits expenses	(34,030)	(36,316)	(37,444)	(18,100)	(18,435)
Amortisation and depreciation expenses	(10,814)	(12,633)	(13,125)	(6,516)	(6,720)
Impairment losses	(157)	(704)	(3,753)	(624)	(2,300)
Other losses	(349)	(680)	(378)	(167)	(518)
Finance costs	(9,491)	(12,176)	(10,718)	(5,565)	(4,577)
Other expenses	(16,282)	(20,558)	(23,575)	(10,886)	(11,697)
Share of profit from an equity-accounted associate	3,220	1,528	1,285	130	336
Share of profit from an equity-accounted joint venture	280	787	765	291	661
Profit before income tax	**48,969**	**36,909**	**38,795**	**17,256**	**13,476**
Income tax expense	(8,873)	(8,210)	(7,744)	(3,431)	(2,881)
Profit, net of tax	**40,096**	**28,699**	**31,051**	**13,825**	**10,595**
Profit attributable to:					
Owners of the parent	39,066	27,551	29,865	13,087	10,184
Non-controlling interests	1,030	1,148	1,186	738	411
	40,096	**28,699**	**31,051**	**13,825**	**10,595**

Source: *The Company's annual reports for FY2023, FY2024 and FY2025 and its unaudited financial results for the 1HFY2025 and 1HFY2026.*

Review of operating results

The Group is engaged in the supply of premium tiles, stone, mosaic, wood-flooring, countertops and sanitary ware and fittings. The Group's revenue is mainly derived from three core operating segments, namely (i) the General segment (where customers include home-owners, architecture, interior design and renovation firms); (ii) the Project segment (where customers include architecture firms, property developers and construction companies); and (iii) the Manufacturing segment (where customers include property developers, wholesalers and distributors).

FY2023 vs FY2024

In FY2024, the Group recorded an increase in revenue of approximately S$36.7 million or 16.2%, from approximately S$226.4 million in FY2023 to approximately S$263.1 million in FY2024.

The Manufacturing segment was the key driver, with revenue increasing by approximately S$41.1 million or 756.0% from approximately S$5.4 million in FY2023 to approximately S$46.5 million in FY2024 as the Group's manufacturing plant in Kluang, Malaysia started the production of ceramic tiles products for distribution towards the end of June 2023 and gradually picked up production over the period. This was partially offset by lower revenue in the General segment where revenue decreased by approximately S$2.6 million or 1.8% from approximately S$139.7 million in FY2023 to approximately S$137.2 million in FY2024 and the Project segment where revenue decreased by approximately S$1.8 million or 2.2%, from approximately S$81.3 million in FY2023 to approximately S$79.5 million in FY2024.

For FY2023, interest income was mainly derived from short-term deposits placed with banks and a loan of approximately S$1.6 million to a joint venture, Guangdong ITA Element Building Materials Co., Limited ("**ITA Element**"). On 26 October 2023, the Group acquired an additional 15% effective interest from the non-controlling interests in ITA Element and obtained control over ITA Element. Accordingly, ITA Element has been consolidated into the Group with effect from 26 October 2023. Accordingly, the interest income from ITA Element is eliminated at the Group level from 26 October 2023 onwards.

Other income and gains decreased by approximately S$2.1 million or 15.4%, from approximately S$13.4 million in FY2023 to approximately S$11.3 million in FY2024. The decrease in other income and gains was mainly due to absence of fair value gain of approximately S$7.5 million in FY2023 on remeasurement of the previously held interest in the investee, Melmer Stoneworks Pte. Ltd. ("**MSPL**"), which was a one-off exercise and non-recurring; and was partially offset by the gain on disposal of an investment property of approximately S$3.8 million in FY2024.

Cost of sales is computed based on purchases and related costs net of changes in inventories of goods held for resale for the respective financial period. Cost of sales increased by S$33.6 million or 27.2% from approximately S$123.4 million in FY2023 to approximately S$157.0 million in FY2024. The increase in revenue led to a corresponding increase in the cost of sales. Gross profit margin decreased from approximately 45.5% for FY2023 to approximately 40.3% for FY2024.

Employee benefits expenses increased by approximately S$2.3 million or 6.7%, from approximately S$34.0 million in FY2023 to approximately S$36.3 million in FY2024, mainly due to the increase in the number of employees from 929 as at 31 December 2023 to 1,252 as at 31 December 2024 to support the Group's business expansion in Malaysia and higher staff commission arising from higher sales collection.

Finance costs increased by approximately S$2.7 million or 28.3%, from approximately S$9.5 million in FY2023 to approximately S$12.2 million in FY2024, mainly due to interest incurred on property term loans and term loans for working capital use.

Other expenses increased by approximately S$4.3 million or 26.3%, from approximately S$16.3 million in FY2023 to approximately S$20.6 million in FY2024, mainly due to higher advertisement

and promotion expenses, commission payable and customer sponsorship in relation to higher sales, and costs incurred for the Malaysian operations.

The Group's share of profit from its equity-accounted associate, Viet Ceramics International Joint Stock Company ("**Viet Ceramics**"), decreased by approximately S$1.7 million or 52.5%, from approximately S$3.2 million in FY2023 to approximately S$1.5 million in FY2024, which the Company attributed to weaker domestic demand and slower economic growth in the local market, while share of profit from its joint venture, Hafary Myanmar Investment Pte. Ltd. ("**HMIPL**"), increased from approximately S$0.3 million to approximately S$0.8 million.

As a result of the above, the Group's profit after income tax attributable to owners of the parent decreased from approximately S$39.1 million in FY2023 to approximately S$27.6 million in FY2024. The Management represented that after adjusting for one-off and non-recurring items (namely the fair value gain on remeasurement of the previously held interest in the investee, MSPL, of approximately S$7.5 million in FY2023, and the gain on disposal of an investment property of approximately S$3.8 million, the fair value gain on remeasurement of the previously held interest in an investee of approximately S$0.4 million and the negative goodwill arising from the acquisition of a subsidiary of approximately S$0.5 million in FY2024), the Group's normalised profit after income tax attributable to owners of the parent would amount to approximately S$31.6 million and S$22.9 million in FY2023 and FY2024 respectively.

FY2024 vs FY2025

In FY2025, the Group recorded an increase in revenue of approximately S$23.9 million or 9.1%, from approximately S$263.1 million in FY2024 to approximately S$287.0 million in FY2025.

Manufacturing segment continued to be the key driver, with revenue increasing by approximately S$16.6 million or 35.6% from approximately S$46.5 million in FY2024 to approximately S$63.1 million in FY2025, as production at the Group's Kluang plant continued to ramp up following the commencement of ceramic tiles manufacturing for distribution in June 2023, and was also supported by higher sales volumes from increased distribution to the United States of America market. The General segment revenue increased by approximately S$5.5 million or 4.0% from approximately S$137.2 million in FY2024 to approximately S$142.7 million in FY2025 (due to stronger retail sales performance, supported by property market conditions that led to higher residential transaction and renovation activity, which translated into higher customer traffic and sales at the Group's retail outlets), and the Project segment revenue increased by approximately S$1.7 million or 2.2%, from approximately S$79.5 million in FY2024 to approximately S$81.2 million in FY2025 (due to the contribution from the newly acquired China subsidiary, MML Shanghai Trading Co., Ltd. ("**MML Shanghai**"), which was consolidated from the beginning of FY2025).

Interest income decreased by approximately S$0.1 million or 40.7%, from approximately S$0.2 million in FY2024 to approximately S$0.1 million in FY2025. Interest income was mainly derived from bank deposits.

Other income and gains decreased by approximately S$3.6 million or 32.0%, from approximately S$11.3 million in FY2024 to approximately S$7.7 million in FY2025. The decrease was primarily due to the absence of the non-recurring gain on disposal of an investment property of approximately S$3.8 million recognised in FY2024. The decrease was partially offset by higher rental income, which increased from approximately S$5.6 million in FY2024 to approximately S$6.6 million in FY2025.

Cost of sales increased by approximately S$12.1 million or 7.7% from approximately S$157.0 million in FY2024 to approximately S$169.1 million in FY2025. The increase in revenue led to a corresponding increase in the cost of sales. Gross profit margin increased from approximately 40.3% for FY2024 to approximately 41.1% for FY2025.

Employee benefits expenses increased by approximately S$1.1 million or 3.1%, from approximately S$36.3 million in FY2024 to approximately S$37.4 million in FY2025, partly due to the employee benefits expense arising from the consolidation of MML Shanghai.

Finance costs decreased by approximately S$1.5 million or 12.0%, from approximately S$12.2 million in FY2024 to approximately S$10.7 million in FY2025, mainly due to the overall decrease in bank loan interest rates over the period.

Other expenses increased by approximately S$3.0 million or 14.7%, from approximately S$20.6 million in FY2024 to approximately S$23.6 million in FY2025, mainly due to the business operations in Malaysia, which contributed a total of approximately S$1.9 million, and the consolidation of MML Shanghai, which contributed a total of approximately S$0.6 million.

The Group's share of profit from its equity-accounted associate, Viet Ceramics, decreased by approximately S$0.2 million or 15.9%, from approximately S$1.5 million in FY2024 to approximately S$1.3 million in FY2025, while share of profit from its joint venture, HMIPL, remained at approximately S$0.8 million.

As a result of the above, the Group's profit after income tax attributable to the owners of the parent increased from approximately S$27.6 million in FY2024 to approximately S$29.9 million in FY2025. The Management represented that after adjusting for one-off and non-recurring items (namely the one-off and non-recurring items in FY2024 as set out above and the negative goodwill of approximately S$0.2 million arising from the acquisition of MML Shanghai in FY2025), the Group's normalised profit after income tax attributable to owners of the parent would amount to approximately S$22.9 million and S$29.7 million in FY2024 and FY2025 respectively.

1HFY2025 vs 1HFY2026

In 1HFY2026, the Group recorded a decrease in revenue of approximately S$14.5 million or 10.5%, from approximately S$137.2 million in 1HFY2025 to approximately S$122.7 million in 1HFY2026.

All three segments recorded lower revenue led by the Manufacturing segment. Manufacturing revenue decreased by approximately S$9.2 million or 27.7%, from approximately S$33.4 million in 1HFY2025 to approximately S$24.2 million in 1HFY2026. The General segment revenue decreased by approximately S$4.0 million or 6.3%, from approximately S$63.5 million in 1HFY2025 to approximately S$59.5 million in 1HFY2026, and the Project segment revenue decreased by approximately S$1.2 million or 3.1%, from approximately S$40.3 million in 1HFY2025 to approximately S$39.0 million in 1HFY2026. The Company attributed the overall decrease in revenue mainly to softer demand from the construction and residential renovation sectors, with economic uncertainty leading customers to adopt a more cautious purchasing approach.

Interest income remained unchanged at approximately S$0.1 million in both periods and was mainly derived from bank deposits.

Other income and gains decreased by approximately S$0.3 million or 7.6%, from approximately S$3.7 million in 1HFY2025 to approximately S$3.5 million in 1HFY2026. Other income and gains primarily consisted of rental income, which decreased from approximately S$3.4 million in 1HFY2025 to approximately S$2.9 million in 1HFY2026.

Cost of sales decreased by approximately S$12.8 million or 15.5% from approximately S$82.3 million in 1HFY2025 to approximately S$69.5 million in 1HFY2026. The decrease in revenue led to a corresponding decrease in the cost of sales. Gross profit margin increased from approximately 40.0% for 1HFY2025 to approximately 43.4% for 1HFY2026.

Employee benefits expenses increased by approximately S$0.3 million or 1.9%, from approximately S$18.1 million in 1HFY2025 to approximately S$18.4 million in 1HFY2026, mainly due to salary adjustments and an increase in employee headcount.

Finance costs decreased by approximately S$1.0 million or 17.8%, from approximately S$5.6 million in 1HFY2025 to approximately S$4.6 million in 1HFY2026.

Other expenses increased by approximately S$0.8 million or 7.4%, from approximately S$10.9 million in 1HFY2025 to approximately S$11.7 million in 1HFY2026.

The Group's share of profit from its equity-accounted associate, Viet Ceramics, increased by approximately S$0.2 million, from approximately S$0.1 million in 1HFY2025 to approximately S$0.3 million in 1HFY2026, and share of profit from its joint venture, HMIPL, increased from approximately S$0.3 million in 1HFY2025 to approximately S$0.7 million in 1HFY2026.

As a result of the above, the Group's profit after income tax attributable to owners of the parent decreased by approximately S$2.9 million or 22.2% from approximately S$13.1 million in 1HFY2025 to approximately S$10.2 million in 1HFY2026. The Management represented that there were no one-off and non-recurring items recorded during 1HFY2025 and 1HFY2026.

Price-to-earnings ("**P/E**") ratio

Based on the Group's normalised profit after income tax attributable to owners of the parent for the last 12-month period ended 30 June 2026 ("**TTM 30 June 2026**") of approximately S$26.7 million, the Company's existing Share capital comprising 430,550,000 Shares and the Final Offer Price of S$0.64, the implied TTM P/E ratio of the Group is approximately 10.3 times.

Enterprise value to EBITDA ("**EV/EBITDA**") ratio

EV is defined as the sum of a company's market capitalisation, preferred equity, non-controlling interests, short-term and long-term debts (inclusive of lease liabilities) less its cash and cash equivalents. Based on the normalised EBITDA[(1)] of the Group for TTM 30 June 2026 of approximately S$62.3 million, the EV/TTM EBITDA ratio of the Group as implied by the Final Offer Price is approximately 8.7 times.

Note:

(1) Normalised EBITDA of the Group is calculated by adding or subtracting (where applicable) income tax, depreciation expenses, amortisation, finance costs, interest income, and one-off and non-recurring items.

Consolidated statement of financial position

(S$'000)	As at 30 June 2026 Unaudited
Non-current assets	
Property, plant and equipment ("**PPE**")	109,420
Right-of-use assets	132,338
Investment properties	24,346
Intangible assets	7,157
Investment in an associate	18,301
Investment in a joint venture	2,455
Other financial assets	226
	294,243
Current assets	
Inventories	132,362
Trade and other receivables	53,687
Other non-financial assets	7,572
Cash and cash equivalents	21,241
	214,862
Total Assets	**509,105**
Current liabilities	
Income tax payable	7,001
Provision	1,114
Trade and other payables	50,383
Loans and borrowings, current	130,652
Lease liabilities, current	2,567
Other non-financial liabilities	11,690
	203,407
Non-current liabilities	
Deferred tax liabilities	1,308
Loans and borrowings, non-current	129,285
Lease liabilities, non-current	18,493
	149,086
Net assets	**156,612**
Equity attributable to owners of the Company	
Share capital	26,930
Retained earnings	127,212
Foreign currency translation reserve	(2,751)
Equity attributable to owners of the Company	**151,391**
Non-controlling interests	5,221
Total equity	**156,612**

As at 30 June 2026, the total assets of the Group amounted to approximately S$509.1 million comprising non-current assets of approximately S$294.2 million and current assets of approximately S$214.9 million, representing approximately 57.8% and 42.2% of total assets respectively.

Non-current assets as at 30 June 2026 comprised mainly (i) right-of-use assets of approximately S$132.3 million; (ii) property, plant and equipment of approximately S$109.4 million; (iii) investment properties of approximately S$24.3 million; (iv) investment in an associate of approximately S$18.3 million; (v) intangible assets of approximately S$7.2 million; (vi) investment in a joint venture of approximately S$2.5 million; and (vii) other financial assets of approximately S$0.2 million, representing approximately 26.0%, 21.5%, 4.8%, 3.6%, 1.4%, 0.5%, and 0.04% of total assets respectively.

Current assets as at 30 June 2026 comprised mainly (i) inventories of approximately S$132.4 million; (ii) trade and other receivables of approximately S$53.7 million; (iii) cash and cash equivalents of approximately S$21.2 million; and (iv) other non-financial assets of approximately S$7.6 million, representing approximately 26.0%, 10.5%, 4.2%, and 1.5% of total assets respectively.

As at 30 June 2026, the total liabilities of the Group amounted to approximately S$352.5 million comprising current liabilities of approximately S$203.4 million and non-current liabilities of approximately S$149.1 million, representing approximately 57.7% and 42.3% of total liabilities respectively.

Current liabilities as at 30 June 2026 comprised mainly (i) current portion of loans and borrowings of approximately S$130.7 million; (ii) trade and other payables of approximately S$50.4 million; (iii) other non-financial liabilities of approximately S$11.7 million; (iv) income tax payable of approximately S$7.0 million; (v) current portion of lease liabilities of approximately S$2.6 million; and (vi) provision of approximately S$1.1 million, representing approximately 37.1%, 14.3%, 3.3%, 2.0%, 0.7%, and 0.3% of total liabilities respectively.

Non-current liabilities as at 30 June 2026 comprised mainly (i) non-current portion of loans and borrowings of approximately S$129.3 million; (ii) non-current portion of lease liabilities of approximately S$18.5 million; and (iii) deferred tax liabilities of approximately S$1.3 million, representing approximately 36.7%, 5.2%, and 0.4% of total liabilities respectively.

As at 30 June 2026, the Group has positive net working capital of approximately S$11.5 million, net assets attributable to owners of the Company of approximately S$151.4 million and is in a net debt position (total borrowings net of cash and cash equivalents) of approximately S$238.7 million.

7.4 Analysis of the Group's NAV per Share and RNAV per Share

7.4.1 The NAV based approach of valuing a company or group is based on the aggregate value of all the assets of the company in their existing condition, after deducting the sum of all liabilities of the company and non-controlling interests. The NAV based approach is meaningful from the perspective that it shows the extent to which the value of each share is backed by both tangible and intangible assets and would be relevant in the event that the company or group decides to realise or convert the use of all or most of its assets. Notwithstanding the foregoing, Shareholders should note that analyses based on the NAV of the Group only provide an estimate of the value of the Group based on a hypothetical scenario of selling of all its assets (including any intangible assets) in an orderly manner or over a reasonable period of time and at the aggregate value of the assets used in the computation of the NAV, the proceeds of which are used to settle the liabilities, non-controlling interests and obligation of the company or group with the balance to be distributed to its shareholders, and such hypothetical scenario is assumed without considering factors such as, *inter alia*, time value of money, market conditions, legal and professional fees, liquidation costs, taxes, contractual obligations and regulatory requirements, which would theoretically lower the NAV that can be realised.

In addition, it should be noted that the NAV approach does not take into account or consideration the hypothetical sale of assets in a non-orderly manner or over a short period of time and the NAV does not illustrate the values at which assets may actually be realised or disposed of, given that the market values of assets may vary depending on, amongst others, the prevailing market and economic conditions. Further, the NAV-based approach does not reflect the value of the company or the group as a going concern as it ignores the future economic benefits of the business as a whole.

Based on the existing Share capital of the Company comprising 430,550,000 Shares as at the Latest Practicable Date and the unaudited NAV attributable to the owners of the Company of approximately S$151.4 million as at 30 June 2026, the Group's NAV per Share is approximately S$0.352. The Final Offer Price represents a P/NAV multiple of approximately 1.8 times or a premium of approximately 82.0% over the Group's NAV per Share.

7.4.2 Adjusted NAV of the Group

We note from the Company's results announcement for 1HFY2026 and announcements dated 14 August 2026 that interim dividend of S$0.0075 per Share and special interim dividend of S$0.0025 per Share have been declared and paid on 28 August 2026. After taking into consideration the payment of interim dividend and special interim dividend of approximately S$4.3 million in aggregate, the Group's adjusted NAV ("**ANAV**") would be approximately S$147.1 million (or S$0.342 on per Share basis). The Final Offer Price represents a P/ANAV multiple of approximately 1.9 times or a premium of approximately 87.3% over the Group's ANAV per Share.

7.4.3 RNAV of the Group

In our evaluation of the NAV of the Group, we have also considered whether there are any assets which may be valued at an amount that is materially different from what was recorded in the balance sheet of the Group as at 30 June 2026.

For the purposes of the Offer, the Company had commissioned the Valuers to determine the market value of the Appraised Properties as at the relevant valuation dates. Shareholders should note and review carefully the contents of the Valuation Reports (which are made available for inspection) and the Valuation Certificates (which are set out as Appendix G to the Circular) in their entirety including the assumptions made and the basis for the assumptions.

The Directors have represented and confirmed that: (i) each of the Valuers has no present or contemplated interest in any of the Appraised Properties which are the subject of the relevant Valuation Certificates and Valuation Reports and are independent; (ii) the directors and substantial

shareholders of each of the Valuers are not related to the Company and its subsidiaries and its Directors and substantial Shareholders, the Offeror and its concert parties and, where applicable, their respective directors or substantial shareholders; and (iii) each of the Valuers has no other dealings in relation to the Shares, and the Appraised Properties save for the valuation of the relevant Appraised Properties undertaken by each of them for the Company.

Information on the Appraised Properties

The Directors and the Management have represented that the Appraised Properties have an aggregate carrying amount or net book value of approximately S$223.5 million as at 30 June 2026, representing approximately 43.9% and 84.0% of the Group's total assets of approximately S$509.1 million and the aggregate carrying amount of the Group's PPE, right-of-use assets, and investment properties as at 30 June 2026, respectively. The Management represented that as at 30 June 2026, the remaining PPE and right-of-use assets, which are not subject to valuation, comprise (a) plant and equipment of approximately S$33.9 million; (b) motor vehicles of approximately S$1.8 million; (c) construction in progress of approximately S$0.1 million; and (d) premises of approximately S$6.8 million (leases of warehouses and retail shops).

A summary of the Appraised Properties and the respective valuation methods, carrying amount as at 30 June 2026, market value as at the valuation date, as well as revaluation surplus are summarised and presented in the table below and should be read in conjunction with the full text of the respective Valuation Reports (which are made available for inspection) and Valuation Certificates (which are set out as Appendix G to the Circular). Further details of the Appraised Properties, including, *inter alia*, site area, tenure, valuation methods etc. can be found in the respective Valuation Reports and Valuation Certificates.

Description of Appraised Properties	Valuation method	Valuation date	Carrying amount as at 30 June 2026[1] (S$'000)	Market Value as at respective valuation date[1] (S$'000)	Revaluation surplus[1] (S$'000)
11 Changi North Way Serial I-Tech Building Singapore 498796 (4-storey single-user general industrial building with ancillary workers' dormitory for 90 workers)	Comparison method	15 October 2026	21,235	25,000	3,765
105 Eunos Avenue 3 Hafary Centre Singapore 409836 (6-storey light industrial development)	Comparison method	12 October 2026	10,846	23,600	12,754
3 Changi North Street 1 Hafary Logistic Centre Singapore 498824 (2-storey single-user warehouse with mezzanine level)	Comparison method	13 October 2026	21,391	32,000	10,609
18 Sungei Kadut Street 2 Singapore 729236 (7-storey single-user warehouse with commercial units, car parking facilities and warehouse)	Income capitalisation method and Comparison method	14 October 2026	39,546	50,000	10,454
28 Loyang Crescent Singapore 508990 [2] (Part 7-storey/ part 4-storey single-user warehouse building with ancillary office and ancillary workers' dormitory for 98 workers)	Comparison method	14 October 2026	6,602	28,000	21,398

Description of Appraised Properties	Valuation method	Valuation date	Carrying amount as at 30 June 2026[1] (S$'000)	Market Value as at respective valuation date[1] (S$'000)	Revaluation surplus[1] (S$'000)
161 Lavender Street Singapore 338750 (the "**Lavender Street Property**") (2-storey pre-war shophouse with attic and 4-storey rear extension involving a change of use from office to residential flat and car park)	Income capitalisation method and cross-checked with the Comparison method	14 October 2026	83,578	84,000	422
51 Middle Road Singapore 188959 (the "**Middle Road Property**") (6-storey commercial building with roof and basement car park)	Income capitalisation method and cross-checked with the Comparison method	15 October 2026	34,647	35,250	603
No. 78, Gaofu First Road, Hecheng Subdistrict, Gaoming District, Foshan, Guangdong, PRC (the "**Foshan Gaoming**") (3 workshop buildings and a 5-storey dormitory building)	Discounted Cash Flow ("**DCF**") method	19 October 2026	5,691	6,415[3]	724
TOTAL			**223,536**	**284,265**	**60,729**

Notes:

(1) Figures (including computations and summation) are subject to rounding.

(2) The Valuer has assumed that the 20-year JTC lease extension has been granted.

(3) Converted from RMB33.5 million based on the relevant exchange rate as at the Latest Practicable Date.

The Directors have confirmed that, based on, *inter alia,* the information and representations provided by the Management and having made reasonable enquiries, to the best of their knowledge and belief, as at the Latest Practicable Date:

(i) having reviewed the Valuation Certificates and the Valuation Reports (*inter alia*, the assumptions, methodology used and information relied upon by the Valuers) as a whole and individually (where applicable), the Directors are of the opinion that the assumptions and methodology of the Valuation Certificates and the Valuation Reports are reasonable;

(ii) the Directors are aware of and satisfied with the selection of the Appraised Properties for the valuation exercise;

(iii) there is no event subsequent to 30 June 2026 which would materially affect the NAV of the Group;

(iv) there are no material contingent liabilities, bad or doubtful debts or impairment losses, unrecorded earnings or expenses or assets or liabilities that may have a material impact on the NAV of the Group as at 30 June 2026;

(v) as at the Latest Practicable Date, save for the Appraised Properties which are subject to valuation, there are no material differences between the estimated market values of the assets of the Group, *inter alia*, remaining PPE and right-of-use assets for which no valuation was performed and their respective book values as at 30 June 2026, which would have a material impact on the NAV and/or NTA of the Group;

(vi) there is no litigation, claim or proceeding pending or threatened against the Group likely to give rise to any proceeding which might materially and adversely affect the financial position of the Group; and

(vii) there is no material change to the accounting policies and methods of computation which may materially affect the NAV of the Group as at 30 June 2026.

Potential tax liabilities

It is noted from paragraph 7 of the Offer Document that save as disclosed in the Offer Document and subject to normal business conditions, the Offeror currently has no intention other than in the ordinary course of business to: (a) introduce any major changes to the business of the Group; (b) re-deploy the fixed assets of the Group; or (c) discontinue the employment of the existing employees of the Group. Nonetheless, the Offeror retains the flexibility to, at any time, consider any options or opportunities which may present themselves, and which it regards to be in the best interests of the Group and/or the Offeror. Pursuant to the Financing Arrangements (as defined in the Offer Document), the Offeror currently intends to divest the Middle Road Property and the Lavender Street Property at a consideration of not less than the respective open market value of the properties.

In respect of the Appraised Properties which are located in Singapore (the "**Singapore Properties**"), the Directors and the Management represented that the potential tax liability assuming the hypothetical sale of the Singapore Properties at their assessed market values is expected to be nil on the basis that any gains on disposal should be capital in nature and therefore not subject to Singapore income tax.

In respect of Foshan Gaoming, which is located in the People's Republic of China, the Directors and the Management represented that the potential tax liability assuming the hypothetical sale of Foshan Gaoming at its assessed market value is expected to be approximately RMB1.3 million (or approximately S$0.2 million based on the relevant exchange rate as at the Latest Practicable Date). The aforesaid tax liabilities will not crystallise if the Company does not dispose of its interests in Foshan Gaoming. We note from the Circular that as at the Latest Practicable Date,

the Company has no current plans to dispose of its interests in Foshan Gaoming, and accordingly, the aforesaid tax liabilities are not likely to crystallise.

Computation of the Group's RNAV

Based on the above, we set out below the adjustments which are made to the Group's ANAV to arrive at the RNAV:

	S$'000[(1)]
The Group's ANAV attributable to owners of the Company	147,086
Add: revaluation surplus for the Appraised Properties	60,729
Less: potential tax liabilities[(2)]	(240)
The Group's RNAV	**207,575**

Notes:

(1) Figures (including computations and summation) are subject to rounding.

(2) Potential tax liabilities figures are provided and confirmed by the Management.

Based on the existing Share capital of the Company comprising 430,550,000 Shares as at the Latest Practicable Date and the Group's RNAV of approximately S$207.6 million as set out above, the Group's RNAV per Share is approximately S$0.482. The Final Offer Price represents a P/RNAV ratio of approximately 1.3 times or a premium of approximately 32.7% over the Group's RNAV per Share.

Shareholders should note that the analysis on RNAV provides an estimate of the value of the Group assuming a hypothetical sale of assets of the Group as at the Latest Practicable Date obtained by application of 'as is' valuation estimates. This approach implicitly assumes that the properties may be disposed of by the Company at a price determined by the independent valuations, on a willing buyer and a willing seller basis in an arm's length transaction with a third party.

However, it should be noted that such RNAV may not be a realisable value as the disposal values of such assets are likely to vary depending on the prevailing market and economic conditions. There is no assurance that the revaluation surplus (net) on the Appraised Properties will be the same as the RNAV computation set out above and that the Group will be able to dispose of the remaining assets at their respective carrying values. The above RNAV computation also does not take into account factors such as, *inter alia*, time value of money, legal and professional fees, liquidation costs, other potential duties, contractual obligations, regulatory requirements and availability of potential buyers, which would theoretically lower the RNAV that can be realised.

7.5 Valuation statistics of listed companies broadly comparable to the Group

For the purpose of our evaluation of the fairness of the Final Offer Price, we have considered the valuation ratios of the Group implied by the Final Offer Price as compared with selected companies which we consider to have business activities broadly comparable with those of the Group ("**Selected Comparable Companies**"). As there are no comparable companies listed on the SGX-ST, we have extended the selection of comparable companies to include companies listed on the Malaysia, Japan, Indonesia, India, Hong Kong, Korea and Vietnam stock exchanges. For a more meaningful comparison, we have included companies with a market capitalisation of between S$10 million and S$1.0 billion.

We wish to highlight that the Selected Comparable Companies are not exhaustive and we recognise that there may not be any listed company or group which may be considered identical

to the Group in terms of, *inter alia*, composition of business, business activities, size and scale of operations, risk profile, geographical spread of business, operating and financial leverage, accounting policies, track record, financial performance and future prospects, liquidity and market capitalisation. As such, any comparison made herein is necessarily limited and serves only as an illustrative guide and any conclusion drawn from the comparison may not necessarily reflect the perceived or implied fair market valuation (as the case may be) of the Group as at the Latest Practicable Date.

Selected Comparable Companies	Stock Exchange	Business Description
Advan Group Co Ltd ("**Advan Group**")	Tokyo Stock Exchange	Advan Group operates as a trading company specialising in construction materials. The company imports and sells tiles, washbasins, faucets, gardening related products, and stone materials from Spain, Italy, India, Brazil, and Africa. Advan Group operates real estate business as well.
ArtGo Holdings Ltd ("**ArtGo**")	The Stock Exchange of Hong Kong	ArtGo operates as an integrated marble producer. Its business covers mining, fabrication, product research and development of housing and interior solutions.
Arwana Citramulia Tbk PT ("**Arwana**")	Indonesia Stock Exchange	Arwana and its subsidiaries manufacture ceramic construction material for flooring. The company's factory is located in Tangerang, Banten.
BMS Holdings Bhd ("**BMS**")	Bursa Malaysia	BMS and its subsidiaries retail and distribute surface coverings and building materials including tiles, bath and kitchenware, and stone surfaces. BMS serves clients in Malaysia.
China Kingstone Mining Holdings Ltd ("**China Kingstone**")	The Stock Exchange of Hong Kong	China Kingstone is a marble mining company. The company explores and develops properties for marble reserves.
Global Surfaces Ltd ("**Global Surfaces**")	National Stock Exchange of India	Global Surfaces operates as a manufacturer of flooring products. The company produces granites, marbles, soft quartzites, and soapstones and phyllite in slab and countertops. Global Surfaces serves customers worldwide.
Ilshin Stone Co., Ltd. ("**Ilshin Stone**")	Korea Exchange	Ilshin Stone provides marble and granite slabs to construction sites and for customer-specific orders. It also manufactures handcrafted stone products, including stone carved vases, fireplaces, sculptures, and pagodas.
Kim Hin Industry Bhd ("**Kim Hin**")	Bursa Malaysia	Kim Hin and its subsidiaries manufacture homogeneous and monoporosa tiles, trade building materials, and invest in property. Kim Hin also leases property and manufactures ceramic wares.
Phu Tai Joint Stock Company ("**Phu Tai**")	Ho Chi Minh Stock Exchange	Phu Tai provides furniture, granite and bazalt based products, timbers, and car-related services. The company provides wardrobe, tables, beds, benches, folding and rocking chairs, stones, and floor and wall tiles, as well as sells cars and leases office and factory buildings. Phu Tai serves customers in Europe, America, and Asia.
White Horse Bhd ("**White Horse**")	Bursa Malaysia	White Horse and its subsidiaries manufacture and distribute ceramic and homogenous tiles such as ceramic floor tiles, ceramic wall tiles, interchangeable floor and wall tiles, and multipipe series tiles.

Source: *Bloomberg L.P.*

In our evaluation, we have considered the following widely used valuation measures for our analysis:

Valuation Ratio	Description
Price-to-earnings ratio ("**P/E**")	The P/E, or earnings multiple, illustrates the ratio of a company's market capitalisation relative to its historical consolidated net profit attributable to shareholders. The P/E is an earnings-based valuation methodology. The P/E is affected by, *inter alia*, the capital structure of a company, its tax position as well as its accounting policies relating to depreciation and amortisation of intangible assets. We have considered the historical P/Es of the Selected Comparable Companies based on their respective last transacted prices as at the Latest Practicable Date and trailing twelve months (TTM) earnings vis-à-vis the corresponding historical P/E of the Group based on the Final Offer Price and the earnings of the Group.
Enterprise value to EBITDA ("**EV/EBITDA**") ratio	EV refers to enterprise value which is the sum of a company's market capitalisation, preferred equity, non-controlling interests, short-term and long-term debts (inclusive of finance leases), less its cash and cash equivalents. EBITDA refers to the consolidated earnings before interest, taxes, depreciation and amortisation expenses. The EV/EBITDA ratio illustrates the ratio of the market value of an entity relative to its pre-tax operating cashflow, without regard to its capital structure and provides an indication of current market valuation relative to operating performance. We have considered the historical EV/EBITDA ratios of the Selected Comparable Companies based on their respective last transacted prices as at the Latest Practicable Date, latest available balance sheet values and trailing twelve months (TTM) EBITDA vis-à-vis the corresponding historical EV/EBITDA ratio of the Group based on the Final Offer Price and the EBITDA of the Group.
Price-to-NAV ("**P/NAV**")	An NAV-based approach is useful to illustrate the extent that the value of each share is backed by assets. The NAV-based valuation approach may provide an estimate of the value of a company or group assuming the hypothetical sale of all its assets over a reasonable period of time at the aggregate value of the assets used in the computation of the NAV with the balance to be distributed to its shareholders after the settlement of all the liabilities and obligations of the company or group.

The valuation ratios of the Selected Comparable Companies as at the Latest Practicable Date are set out below:

Company	Market Capitalisation as at LPD[1][2] (S$' million)	EV/TTM EBITDA[1][2] (times)	TTM P/E[1][2] (times)	P/NAV[1][2] (times)
Selected Comparable Companies				
Advan Group	313.6	11.7	5.5	0.6
ArtGo	15.4	n.m.[3]	n.m.[5]	0.2
Arwana	257.0	4.7	8.1	1.8
BMS	60.4	6.1	11.2	1.1
China Kingstone	27.8	n.m.[3]	n.m.[5]	1.5
Global Surfaces	14.5	n.m.[3]	n.m.[5]	0.4
Ilshin Stone	37.3	28.9	n.m.[5]	0.7
Kim Hin	39.6	n.m.[3]	n.m.[5]	0.5
Phu Tai	147.3	4.4	5.6	0.9
White Horse	33.5	0.5[4]	n.m.[5]	0.2
Maximum		**28.9**	**11.2**	**1.8**
Mean (excluding outlier)		**11.2**	**7.6**	**0.8**
Median (excluding outlier)		**6.1**	**6.9**	**0.7**
Minimum		**0.5**	**5.5**	**0.2**
The Company as implied by the Final Offer Price	**275.6**	**8.7**	**10.3**	**1.9**[6] **1.3**[7]

Source: *Bloomberg L.P.*

Notes:

(1) Based on the closing price as at the Latest Practicable Date.

(2) Rounded to the nearest one (1) decimal place.

(3) "n.m." denotes not meaningful as the relevant company recorded negative EBITDA for the period.

(4) Excluded as an outlier for the computation of the mean and median multiples.

(5) "n.m." denotes not meaningful as the relevant company was loss-making for the period.

(6) Based on the Group's ANAV per Share of S$0.342.

(7) Based on the Group's RNAV per Share of S$0.482.

Based on the above, we note the following:

(i) the EV/TTM EBITDA of the Group (as implied by the Final Offer Price) of approximately 8.7 times is within the range of EV/TTM EBITDA ratios of the Selected Comparable Companies, higher than the median but lower than the mean EV/TTM EBITDA ratios of the Selected Comparable Companies of approximately 6.1 times and 11.2 times respectively;

(ii) the TTM P/E of the Group (as implied by the Final Offer Price) of approximately 10.3 times is within the range of the TTM P/E ratios of the Selected Comparable Companies and higher than the mean and the median TTM P/E ratios of the Selected Comparable Companies of approximately 7.6 times and 6.9 times respectively;

(iii) the P/ANAV of the Group (as implied by the Final Offer Price and the Group's ANAV) of approximately 1.9 times is higher than any P/NAV of the Selected Comparable Companies, which ranges between approximately 0.2 times and 1.8 times; and

(iv) the P/RNAV of the Group (as implied by the Final Offer Price) of approximately 1.3 times is within the range of P/NAV of the Selected Comparable Companies and higher than the mean and the median P/NAV ratios of the Selected Comparable Companies of approximately 0.8 times and approximately 0.7 times respectively.

7.6 Comparison with recent successful privatisation and delisting transactions of companies listed on the SGX-ST

In assessing the reasonableness of the Final Offer Price, we have also compared the financial terms of the Offer with those of successful privatisation and delisting transactions involving companies listed on the SGX-ST (excluding real estate investment trusts and business trusts) that were announced and completed, since 1 January 2023 ("**Precedent Privatisation Transactions**").

It should be noted that the companies involved in the Precedent Privatisation Transactions may not be directly comparable to the Group due to differences in, *inter alia*, business activities, scale of operations, geographical markets, track record, future prospects, asset base, liquidity, market capitalisation, risk profile and other relevant criteria. In addition, economic conditions have changed and may differ over the relevant periods, thus affecting, *inter alia*, the economic terms of the relevant offer considerations. Therefore, it should be noted that the comparison made herein serves only as an illustrative guide of the premium/discount of offer prices over the last transacted prices, VWAPs and NAV (or RNAV) without having regard to their specific industry characteristics, and the conclusions drawn from such comparisons may not necessarily reflect the perceived or implied market valuation of the Company. Shareholders should also note that the list of Precedent Privatisation Transactions is not exhaustive and information relating to the Precedent Privatisation Transactions was compiled from publicly available information.

Company Name	Type [1]	Announcement date	Premium / discount of offer price over				Offer Price / NAV or Offer Price / RNAV [2] (times)
			Last transacted price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	
Avarga Limited	SOA	13-Mar-26	14.9	16.6	18.6	18.0	1.0
Sen Yue Holdings Limited	VGO	12-Feb-26	(63.6)[3]	(63.6)[3]	(69.2)[3]	(73.3)[3]	0.8
Broadway Industrial Group Limited	EO(SCR)	5-Dec-25	42.4	37.9	37.2	42.4	1.2
Low Keng Huat (Singapore) Limited	VGO	28-Nov-25	26.8	18.0	26.2	38.3	0.6
AF Global Limited	SOA	8-Oct-25	23.6	37.5	41.0	50.7	0.8
Spindex Industries Limited	SOA	26-Sep-25	29.1	28.2	34.9	45.4	1.0
Niks Professional Ltd.	EO(SCR)	11-Sep-25	19.8	19.8	22.3	31.4	1.4
Alpina Holdings Limited	SOA	3-Sep-25	24.0	24.0	44.9	48.3	2.4
Grand Venture Technology Limited	SOA	1-Jun-25	11.9	17.4	25.5	20.7	2.0
Plato Capital Limited	EO(SCR)	26-May-25	111.8	107.5	58.0	55.6	0.7
Cosmosteel Holdings Limited	VGO	15-May-25	85.2	96.9	101.6	113.7	0.7
Ban Leong Technologies Limited	VGO	30-Apr-25	60.8	63.9	69.3	73.4	1.4
Procurri Corporation Limited	SOA	28-Apr-25	77.8	77.8	74.4	75.8	2.7
Amara Holdings Limited	VGO	28-Apr-25	27.0	42.1	44.8	46.7	0.6
ICP Ltd	VD	19-Apr-25	28.6	16.9	20.0	23.3	1.1

Company Name	Type [1]	Announcement date	Premium / discount of offer price over				Offer Price / NAV or Offer Price / RNAV [2] (times)
			Last transacted price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	
Sinarmas Land Limited	VGO	27-Mar-25	36.4	41.6	27.7	21.6	0.4
PEC Ltd	SOA	17-Feb-25	12.8	23.5	28.6	30.6	0.9
Econ Healthcare (Asia) Limited	SOA	14-Feb-25	20.0	33.6	42.9	48.6	2.3
Japfa Ltd	SOA	24-Jan-25	34.8	39.0	51.2	70.3	1.1
SLB Development Ltd	SOA	24-Jan-25	36.1	54.4	62.0	69.1	1.1
Talkmed Group Limited	SOA	23-Dec-24	20.0	22.6	22.9	21.6	7.3
Hai Leck Holdings Limited	SOA	9-Dec-24	34.1	44.5	50.7	46.3	1.1
5E Resources Limited	SOA	25-Oct-24	20.6	22.2	21.8	26.2	1.6
Dyna-Mac Holdings Ltd	VGO	11-Sep-24	35.4	18.6	27.4	44.4	5.9
Silverlake Axis Ltd	VGO	26-Aug-24	20.0	27.7	25.0	31.9	2.8
Second Chance Properties Ltd	VGO	10-Jul-24	39.5	40.8	37.0	33.3	1.0
RE&S Holdings Limited	SOA	19-May-24	56.5	65.1	50.0	45.2	1.9
Best World International Limited	EO(SCR)	3-Apr-24	46.3	47.1	46.3	48.8	1.9
Isetan (Singapore) Limited	SOA	1-Apr-24	150.3	173.5	171.1	168.9	2.8
Boustead Projects Limited	Directed Delisting	14-Nov-23	23.6	24.1	25.7	26.6	0.6
LHN Logistics Limited	VGO	2-Aug-23	34.9	35.7	39.0	44.3	2.0
Healthway Medical Corporation Limited	VD	3-Jul-23	45.5	45.0	44.1	39.9	1.1
Sysma Holdings Limited	VGO	1-Jun-23	34.4	40.0	34.4	30.2	0.7
Challenger Technologies Limited	VGO	30-May-23	9.1	10.5	11.9	14.3	1.5
Lian Beng Group Ltd	VGO	11-Apr-23	19.3	27.0	28.5	29.9	0.4
Global Palm Resources Holdings Limited	VGO	29-Mar-23	93.8	86.6	70.1	70.1	0.8
G. K. Goh Holdings Limited	VGO	28-Feb-23	38.5	38.8	39.2	37.6	1.0
Global Dragon Limited	VGO	10-Feb-23	14.3	15.4	22.4	17.6	0.7
Maximum			**150.3**	**173.5**	**171.1**	**168.9**	**7.3**
Mean			**39.5**	**42.7**	**43.2**	**46.0**	**1.6**
Median			**34.1**	**37.5**	**37.2**	**42.4**	**1.1**
Minimum			**9.1**	**10.5**	**11.9**	**14.3**	**0.4**
The Company – Implied by the Final Offer Price	**VGO**	**28-Sep-26**	**4.9**	**9.6**	**14.3**	**18.3**	**1.9[4]** **1.3[5]**

Source: *SGX-ST announcements and respective circulars to shareholders in relation to the Precedent Privatisation Transactions*

Notes:

(1) EO(SCR) – Exit Offer by way of selective capital reduction; VD – Voluntary Delisting; VGO – Voluntary General Offer; and SOA – Scheme of Arrangement.

(2) Based on the NAV per share or RNAV per share, where available, as published in the respective independent financial adviser's letter.

(3) Deemed as an outlier and excluded for the purpose of calculating the premium/(discount) of offer price over/from last transacted price, 1-month VWAP, 3-month VWAP, and 6-month VWAP given the suspension of trading in the shares

of Sen Yue Holdings Limited since 4 May 2020. As such comparison against historical share price performance may not be reflective of the subsequent significant announcements and developments of Sen Yue Holdings Limited.

(4) Based on the P/ANAV ratio as set out in paragraph 7.4.2 of this IFA Letter. Rounded to 1 decimal place.

(5) Based on the P/RNAV ratio as set out in paragraph 7.4.3 of this IFA Letter. Rounded to 1 decimal place.

Based on the above, we note the following:

(a) The premium implied by the Final Offer Price of approximately 4.9% over the last transacted price of the Shares on the Last Trading Day is lower than any of the Precedent Privatisation Transactions (after excluding the outlier).

(b) The premium implied by the Final Offer Price of approximately 9.6% over the VWAP for the Shares for 1-month period prior to and including the Last Trading Day is below the mean and the median premium of the Precedent Privatisation Transactions, but it is relatively in line with the minimum premium of the Precedent Privatisation Transactions.

(c) The premia of approximately 14.3% and 18.3% as implied by the Final Offer Price over the VWAP for the Shares for 3-month and 6-month periods prior to and including the Last Trading Day respectively are below the mean and the median premium of the Precedent Privatisation Transactions, but still within the range of the Precedent Privatisation Transactions.

(d) The P/ANAV as implied by the Final Offer Price of approximately 1.9 times is within the range of the offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions of between approximately 0.4 times and 7.3 times, and higher than the mean and the median offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions of approximately 1.6 times and 1.1 times respectively.

(e) The P/RNAV as implied by the Final Offer Price of approximately 1.3 times is within the range of the offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions of between approximately 0.4 times and 7.3 times, higher than the median, but lower than the mean offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions.

7.7 Estimated range of values of the Shares

We have analysed, *inter alia*, the historical share price performance of the Shares, as well as the financial performance and financial position of the Group and valuation statistics of the Selected Comparable Companies, as discussed in the preceding paragraphs of this IFA Letter.

In deriving the estimated range of values of the Shares, we have considered: (a) the mean and median EV/TTM EBITDA ratios of the Selected Comparable Companies; (b) the mean and median TTM P/E ratios of the Selected Comparable Companies; (c) the Group's RNAV; and (d) the range of values of the Shares if we were to apply the corresponding minimum offer premium of the Precedent Privatisation Transactions (after excluding the offer which was at a discount) to the VWAP of the Shares for the 1-month and 3-month periods prior to and including the Last Trading Day.

	Implied Valuation Range	
Valuation parameters	**(Low)**	**(High)**
(a) EV/TTM EBITDA (mean and median) of the Selected Comparable Companies(1)	S$110.9 million	S$428.8 million
(b) TTM P/E (mean and median) of the Selected Comparable Companies(2)	S$184.4 million	S$203.1 million
(c) The Group's RNAV	S$207.6 million	S$207.6 million
Blended average(3)	**S$167.6 million**	**S$279.8 million**
Implied range of values per Share(4)	**S$0.389**	**S$0.650**
(d) Range of values per Share based on the minimum offer premium of the Precedent Privatisation Transactions (5)	**S$0.627**	**S$0.645**

Notes:

(1) Based on the mean and median EV/TTM EBITDA of approximately 11.2 times and 6.1 times of the Selected Comparable Companies.

(2) Based on the mean and median TTM P/E of approximately 7.6 times and 6.9 times of the Selected Comparable Companies respectively.

(3) Computed based on the simple average of the implied valuations under (a), (b) and (c) above.

(4) Based on 430,550,000 Shares of the Company as at the Latest Practicable Date.

(5) Based on the VWAP for the Shares for the period for the 1-month and 3-month periods prior to and including the Last Trading Day as set out in paragraph 7.1 of this IFA Letter and the corresponding minimum offer premium of the Precedent Privatisation Transactions (after excluding the offer which was at a discount) as set out in paragraph 7.6 of this IFA Letter.

Based on the above, we have adopted an estimated range of values of the Shares of between **S$0.627 and S$0.650**. In this regard, the Final Offer Price of S$0.640 is within our estimated range of values of the Shares of S$0.627 to S$0.650 per Share.

7.8 Other relevant considerations

7.8.1 Dividend track record

For the purpose of assessing the Offer, we have considered the historical dividend track record of the Shares and compared them with the returns which a Shareholder may potentially obtain by re-investing the proceeds from the Offer in other selected alternative equity investments.

Based on the Company's latest annual report for FY2025, the Company does not have a formal dividend policy. The Company targets to provide a sustainable dividend payout depending on its earnings, financial position, results of operations, capital needs, plans for expansion and other factors as the Board may deem appropriate. The Company endeavours to pay dividends and, where dividends are not paid, to disclose the reason(s) accordingly.

In this regard, we note that the Company has paid total dividends of 2.75 Singapore cents per Share in each of FY2023, FY2024 and FY2025, comprising an interim dividend, a special interim dividend, a second interim dividend and a second special interim dividend. The Company has also declared an interim dividend of 0.75 Singapore cents and a special interim dividend of 0.25 Singapore cents per Share (1.00 Singapore cents in aggregate) for the 1HFY2026 period compared with 1.25 Singapore cents per Share for 1HFY2025 period, as the special interim dividend was reduced from 0.50 Singapore cents to 0.25 Singapore cents. We set out below the information on the dividend per Share declared by the Company for the past three financial years and 1HFY2026:

Singapore cents/share	FY2023	FY2024	FY2025	1HFY2026
Interim dividend	0.75	0.75	0.75	0.75
Special interim dividend	0.50	0.50	0.50	0.25
Second interim dividend	0.75	0.75	0.75	-
Second special interim dividend	0.75	0.75	0.75	-
Total dividend per Share (Singapore cents)	**2.75**	**2.75**	**2.75**	**1.00**
Average Share price (S$) (1)	**0.264**	**0.330**	**0.432**	**0.493**
Dividend yield (2)	**10.4%**	**8.3%**	**6.4%**	**2.0%**

Source: *Bloomberg L.P. and the Company's announcements on SGXNET*

Notes:

(1) Based on the daily closing prices of the Shares for the respective financial year over the number of days on which trades in the Company's Shares were recorded. Rounded to the nearest three (3) decimal places.

(2) Computed based on the dividend per Share divided by the average Share price for the respective financial year. Rounded to the nearest one (1) decimal place.

Based on the above dividend track record, we note that the trailing 12-month dividend per Share paid out is 2.50 Singapore cents, which represents a dividend yield of approximately 3.9% based on the Final Offer Price.

For the purpose of analysing the Offer, we have considered that the Shareholders who realise their investments in the Shares via the Offer may re-invest the proceeds in selected alternative investments such as a broad Singapore market index instrument like the STI Exchange-Traded Fund ("**STI ETF**") as follows:

	%
Trailing 12-month dividend yield of the STI ETF as at the Latest Practicable Date	3.3

Source: *Bloomberg L.P.*

This suggests that Shareholders who realise their investments via the Offer may potentially experience a decrease in dividend income if they accept the Offer and reinvest the proceeds in the above-mentioned alternative investment. Shareholders should note that the dividends declared for 1HFY2026 are lower than 1HFY2025 and there is no assurance that the Company will continue to pay dividends and/or maintain the level of dividends paid in the past financial years.

We wish to highlight that the above analysis of the Company's dividend track record only serves as an illustrative guide and is not an indication of the Company's future dividend pay-out nor an indication of the prospective performance of STI ETF. **There is no assurance that the Company will continue with such or any dividends pay-outs in the future.**

7.8.2 Absence of alternative takeover offer

The Directors have confirmed that, as at the Latest Practicable Date, apart from the Offer being made by the Offeror, no alternative offer or proposal has been received by the Company. We also note that there is no publicly available evidence of any alternative offer for the Shares from any third party.

As disclosed in the Offer Document, as at 13 October 2026 (being the latest practicable date of the Offer Document), the Offeror does not own any Shares of the Company and the aggregate number of Shares under the Irrevocable Undertakings is 387,318,540 Shares, representing approximately 89.96% of the total number of Shares of the Company. As such, the likelihood of an alternative take-over offer is remote.

7.8.3 Possible outcomes of the Offer

Shareholders should note that, as the Minimum Acceptance Condition is set at such level of acceptances which would entitle the Offeror to exercise its right of compulsory acquisition under Section 215(1) of the Companies Act, there are effectively only two possible outcomes of the Offer:

(i) the Offer becomes or is declared unconditional in all respects, in which case the Offeror would be entitled to, and has stated its intention to, exercise its right of compulsory acquisition to acquire the Shares of Shareholders who have not accepted the Offer at the Final Offer Price. Such Shareholders would therefore receive the same Final Offer Price, but only upon completion of the compulsory acquisition process, which is likely to be later than the settlement of the consideration for Shareholders who validly accept the Offer; or

(ii) the Offer lapses, in which case the Irrevocable Undertakings will terminate and the Shares will remain listed on the SGX-ST. In such event, there is no assurance that the Shares will continue to trade at or near the Final Offer Price, and the observed increase in average number of Shares traded daily and frequency of trading subsequent to the Offer Announcement Date will be maintained.

7.8.4 No revision of Final Offer Price

As set out in paragraph 2.2 of the Offer Document: *"The Final Offer Price is final and the Offeror does not intend to revise the Final Offer Price, save that the Offeror reserves the right to do so in accordance with the Code in a competitive situation."*

7.8.5 Offeror's intention relating to the listing status of the Company and compulsory acquisition

The listing status and compulsory acquisition are set out in paragraph 9 of the Offer Document and Shareholders are advised to read paragraph 9 of the Offer Document carefully and in its entirety.

7.8.6 Irrevocable Undertakings

As set out in paragraph 5 of the Offer Document, the Undertaking Shareholders have provided irrevocable undertakings in favour of the Offeror to, *inter alia*, accept, or procure the acceptance of the Offer in respect of all the Shares held or controlled by them. As at 13 October 2026 (being the latest practicable date of the Offer Document), the aggregate number of Shares under the Irrevocable Undertakings is 387,318,540 Shares, representing approximately 89.96% of the total number of Shares.

7.8.7 No Necessity for Access to Equity Capital Markets

We note the following from paragraph 6.3 of the Offer Document: *"The Company has not carried out any exercise to raise equity capital on the SGX-ST in the last 10 years. The Company is unlikely to require access to Singapore equity capital markets to finance its operations in the foreseeable future as the Company has various other available funding sources such as bank borrowing facilities. Accordingly, it is not necessary for the Company to maintain a listing on the SGX-ST."*

7.8.8 Minimum Acceptance Condition

We note the following from paragraph 2.4 of the Offer Document: *"The Offeror intends to make the Company its wholly-owned subsidiary. Accordingly, the Offer will be subject to the Offeror having: (a) received valid acceptances (which have not been withdrawn) in respect of; and/or (b) acquired or agreed to acquire (other than pursuant to valid acceptances), such number of Offer Shares which in aggregate entitle the Offeror to exercise rights of compulsory acquisition under Section 215(1) of the Companies Act by the close of the Offer (the "**Minimum Acceptance Condition**")."*

As further disclosed in the Offer Document, the Undertaking Shareholders have provided irrevocable undertakings in favour of the Offeror to, *inter alia*, accept, or procure the acceptance of the Offer in respect of all the Shares held or controlled by them.

Further details in relation to compulsory acquisition under Section 215(1) of the Companies Act are set out in paragraph 9.2 of the Offer Document.

Save for the Minimum Acceptance Condition, the Offer will be unconditional in all other respects.

7.8.9 Outlook of the Group

We note that the Company had, in the 1HFY2026 results announcement, included a commentary on the competitive conditions of the industry in which the Group operates and any known factors or events that may affect the Group in the next operating period and the next 12 months, which is reproduced in italics below:

"Singapore outlook

According to Ministry of Trade and Industry Singapore's (MTI) press release on 14 July 2026, the Singapore economy grew by 5.7% on a year-on-year basis in the second quarter of 2026, easing from the 6.3% growth in the previous quarter. On a quarter-on-quarter seasonally adjusted basis, the economy expanded by 1.1%, extending the 1.3% growth in the first quarter.

The construction sector expanded by 6.2% year-on-year in the second quarter, slower than the 12.9% growth in the preceding quarter. Growth during the quarter was supported by an increase in both public and private sector construction output. On a quarter-on quarter seasonally adjusted basis, the sector contracted by 2.1%, a pullback from the 7.4% growth in the previous quarter.

According to Building and Construction Authority's (BCA) media release on 22 January 2026, Singapore's Built Environment sector is set to maintain its momentum in 2026, with the BCA projecting total construction demand to remain steady at S$47-53 billion in nominal terms for 2026, similar to 2025.

Based on the contracts awarded in the past few years and the continued strong construction demand forecast for 2026, total construction output in nominal terms is projected to increase to between $43 billion and $46 billion in 2026. The average projected output at $44.5 billion in 2026 will be around 7% higher than the preliminary estimate of about $41.7 billion in 2025. The anticipated continued uptrend is expected to be supported by a consistent high level of construction demand since 2023.

Over the medium-term, construction demand is projected to reach an average of between $39 billion and $46 billion per year from 2027 to 2030. Besides the Changi T5 development and HDB's Build-To-Order construction, medium term construction demand is anticipated to be supported by a strong pipeline of various large developments such as the redevelopment of NUH at Kent Ridge, various Junior Colleges, and the development of the new Singapore University of Social Sciences City Campus.

While medium-term construction demand outlook appears positive, project schedules may still change due to unforeseen global economic risks. As the Changi T5 development is a one-off project, industry demand could moderate following its completion, potentially reverting to pre-COVID levels.

Malaysia outlook

According to Bank Negara Malaysia's media release on 15 May 2026, the Malaysian economy expanded by 5.4% in the first quarter of 2026 (4Q 2025: 6.2%), driven mainly by domestic demand. Household spending remained supported by positive labour market conditions, with the unemployment rate staying low, alongside targeted policy measures. Investment growth was underpinned by continued implementation of multi-year projects by both the private and public sectors, a high realisation rate of approved investments, and the ongoing rollout of national master plans. On the external front, export growth remained strong, driven mainly by continued expansion in electrical and electronics (E&E) exports. Meanwhile, gross import growth moderated amid slower growth in capital, intermediate and consumer goods imports.

Bank Negara Malaysia Governor Dato' Sri Abdul Rasheed Ghaffour says, 'As a small and open economy, Malaysia will inevitably face both direct and indirect impact from the ongoing geopolitical conflict in the Middle East. Higher energy prices, supply chain disruptions, and heightened uncertainty are expected to weigh on the external environment. Nevertheless, the Malaysian economy is expected to remain resilient in 2026, with growth expected to come in within the range of 4% - 5%, supported by steady domestic demand and continued expansion in our export performance.'

The resilient domestic demand will provide a strong buffer against external headwinds. Household spending will be underpinned by firm labour market conditions and continuous policy support. Investment activity will be driven by the continued progress of multi-year projects in both the private and public sectors, as well as the ongoing implementation of national master plans. Despite the external headwinds, export growth will continue to be supported by the global technology expansion, particularly for E&E goods, reflecting Malaysia's role in global value chains.

Headline inflation is projected to average 1.5%–2.5% in 2026. Following the Middle East conflict, inflation is expected to edge higher due to elevated global energy and other key commodity prices, broadly in line with expectations. In the absence of excessive demand pressures, existing policy measures, including targeted fuel subsidies and other mitigation measures, are expected to help limit near-term spillovers to broader inflation. However, the extent and pace of pass-through to domestic prices from the ongoing conflict will also depend on firms' pricing behaviour and demand conditions.

Global outlook

According to the report published by World Bank Group in June 2026, the global economy is facing another major shock. The conflict in the Middle East has triggered sharp increases in energy prices, renewed inflationary pressures, and fueled expectations of tighter monetary policy. Global growth is projected to slow to 2.5 percent in 2026, from 2.9 percent in 2025— the lowest rate since the COVID-19 pandemic—amid weaker prospects for economies dependent on energy imports and those directly affected by hostilities. Activity is expected to firm in 2027–28 as energy supplies recover, monetary easing resumes, and trade strengthens.

Growth in emerging market and developing economies (EMDEs) is expected to slow to 3.6 percent this year. For all EMDE regions, growth this year is forecast to be weaker than in 2025. Per capita income growth in EMDEs is projected to slow in 2026 to its weakest pace since the pandemic. The level of per capita income across EMDEs excluding China and India, relative to advanced economies, is not expected to return to the pre-pandemic level until after 2028, implying nearly a decade of lost income convergence.

Risks to the outlook remain skewed to the downside. A renewed escalation of hostilities or more prolonged disruptions to commodity flows could further raise commodity prices, intensify inflationary pressures and food insecurity, trigger financial stress, and lower growth. If energy supply disruptions prove more severe than assumed and are accompanied by substantial financial stress, global growth could fall to just 1.3 percent in 2026. Persistent trade policy uncertainty, geopolitical strains, and weather related shocks also pose material risks. On the upside, broader investment in and adoption of artificial intelligence (AI) could lift activity.

Policy action is critical to address ongoing challenges. Enhanced global cooperation is needed to safeguard energy and food security, bolster the trading system, and advance the energy transition. Domestically, policy makers will need to balance controlling inflation with supporting activity, strengthen fiscal sustainability, and maintain financial stability. Slower growth prospects translate into reduced investment, constrained hiring, and tighter fiscal space, compounding the challenge of creating jobs in EMDEs with growing workforces in an era of potentially transformative change linked to AI. Meeting this challenge will require a concerted agenda centered on the conditions for job creation: investing in physical, human, and digital capital; fostering a business-friendly environment; and mobilizing private investment.

The Group will remain committed to weathering the challenging business environment as market risks remain elevated and will also closely monitor its supply chain activities."

8. OUR OPINION AND RECOMMENDATION IN RESPECT OF THE OFFER

In arriving at our opinion in respect of the Offer, we have taken into account a range of factors which we consider, based on available information as at the Latest Practicable Date, to be pertinent and have significant bearing on our assessment of the Offer. Accordingly, it is important that this IFA Letter, in particular, all the considerations and information we have taken into account, be read in its entirety.

In determining the fairness of the financial terms of the Offer, we have considered, *inter alia*, the following pertinent factors pertaining to the value of the Shares:

(a) The Final Offer Price of S$0.640 **exceeds the highest transacted price for the Shares** recorded **from the Company's initial public offering in December 2009** up to the Last Trading Day, thus representing **an all-time high relative to historical market trades prior to the Last Trading Day**.

(b) The P/NAV multiple as implied by the Final Offer Price and the Group's ANAV per Share of approximately 1.9 times is **higher than the median and the simple average of trailing P/NAV multiples** for each of the **1-month, 3-month, 6-month, 12-month, and 24-month periods** prior to and including the Last Trading Day.

(c) The Final Offer Price represents **a premium of approximately 32.7% over the Group's RNAV per Share.**

(d) The valuation of the Group as implied by the Final Offer Price in terms of TTM P/E, and P/ANAV (or P/RNAV) is **higher and more favourable than the mean and the median for the Selected Comparable Companies**. In addition, the valuation of the Group as implied by the Final Offer Price in terms of EV/TTM EBITDA is lower than the mean but **higher than the median EV/TTM EBITDA ratios of the Selected Comparable Companies and is within the range of the EV/TTM EBITDA ratios of the Selected Comparable Companies.**

(e) The P/ANAV (or P/RNAV) as implied by the Final Offer Price is **within the range and higher than the median offer price/NAV (or offer price/RNAV) of the Precedent Privatisation Transactions**.

(f) The Final Offer Price of S$0.640 is **within** our estimated range of values of the Shares of **S$0.627 to S$0.650** per Share.

After having carefully considered the pertinent factors above, we are of the opinion that the Offer is **FAIR**.

In determining the reasonableness of the Final Offer Price, apart from the above assessment that the Offer is FAIR, we have also considered, *inter alia*, the following factors:

(g) The historical financial performance and position of the Group – the **financial performance of the Group has weakened** in the most recent financial period with declines in both the Group's revenue (down by approximately 10.5%, from approximately S$137.2 million in 1HFY2025 to approximately S$122.7 million in 1HFY2026 with all three operating segments recording lower revenue in 1HFY2026) and profit after income tax attributable to owners of the parent (down by approximately 22.2% from approximately S$13.1 million in 1HFY2025 to approximately S$10.2 million in 1HFY2026).

As at 30 June 2026, the Group is also highly geared with a total borrowings-to-equity ratio of approximately 1.7 times and a net debt position of approximately S$238.7 million. The Group's total loans and borrowings amounted to approximately S$259.9 million as at 30 June 2026 (comprising approximately S$130.7 million of current portion of borrowings and

approximately S$129.3 million of non-current portion of borrowings), whilst the Group's equity attributable to owners of the Company amounted to approximately S$151.4 million.

(h) The premia of approximately 9.6%, 14.3%, and 18.3% as implied by the Final Offer Price over the VWAP for the Shares for 1-month, 3-month, and 6-month periods prior to and including the Last Trading Day respectively are below the mean and the median premia of the Precedent Privatisation Transactions, but are **relatively in line with or higher than** the minimum premium of the Precedent Privatisation Transactions.

(i) The **trading of the Shares is illiquid** – during the 24-month period prior to and including the Last Trading Day, the Shares were traded only on 369 market days out of a total of 503 market days. During this period, the average daily trading volume of the Shares was approximately 31.3 thousand Shares, representing approximately only 0.07% of the free float of the Company. Accordingly, the Offer represents an exit opportunity for Shareholders to dispose of their entire Shares for cash (which may not be readily available due to the low trading liquidity for the Shares – both in terms of number of Shares traded on a daily basis and the frequency of trading) without incurring any transaction costs as opposed to the sale of the Shares in the open market which will incur expenses such as brokerage commission and/or other trading costs.

(j) As at the Latest Practicable Date, other than the Offer, there is no alternative or **competing offer for the Shares** of the Company from any other party. In addition, the **likelihood of an alternative or competing offer from any third party is remote** in view that as at 13 October 2026 (being the latest practicable date of the Offer Document), the aggregate number of Shares under the Irrevocable Undertakings is 387,318,540 Shares, representing approximately 89.96% of the total number of Shares of the Company.

(k) The Final Offer Price is at **a slight premium** of approximately 1.1% over the VWAP of the Shares of S$0.633 for the period after the Offer Announcement Date to the Latest Practicable Date.

After having carefully considered the factors above, we are of the opinion that the Offer is **REASONABLE**.

Having regard to the foregoing considerations set out in this IFA Letter and information available to us as at the Latest Practicable Date, we are of the opinion that, on balance, the financial terms of the Offer are FAIR AND REASONABLE. Accordingly, we advise the Offeree Independent Directors to recommend Shareholders to ACCEPT the Offer.

Shareholders who wish to realise their investment in the Company can choose to sell their Shares in the open market if they can obtain a price higher than the Final Offer Price, after taking into account all transaction costs in connection with open market transactions.

This IFA Letter is addressed to the Offeree Independent Directors for their benefit, in connection with and for the purpose of their consideration of the financial terms of the Offer and should not be relied on by any other party. The recommendation made by them to the Shareholders in relation to the Offer shall remain the responsibility of the Offeree Independent Directors.

In rendering our opinion and providing our recommendation, we did not have regard to the specific objectives, financial situation, tax position, risk profile or unique needs and constraints of any Shareholder. As different Shareholders would have different investment profiles and objectives, we recommend that any Shareholder who may require specific advice in relation to his/her investment portfolio or objectives should consult his/her stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

Whilst a copy of this IFA Letter may be reproduced in the Circular, neither the Company, the Offeree Independent Directors, nor any other persons may reproduce, disseminate or quote this

IFA Letter (or any part thereof) for any other purpose at any time and in any manner without our prior written consent in each specific case, except for the purpose of the Offer.

This IFA Letter is governed by, and construed in accordance with, the laws of Singapore, and is strictly limited to the matters stated herein and does not apply by implication to any other matter.

Yours faithfully,

For and on behalf of
W Capital Markets Pte. Ltd.

Malcolm Tan
Senior Vice President

Agustinus Suryanata
Senior Vice President

APPENDIX B – ADDITIONAL GENERAL INFORMATION

1. DIRECTORS

The names, addresses and descriptions of the directors of the Company as at the Latest Practicable Date are as follows:

Name	Address	Description
Foo Yong How	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Independent Non-Executive Chairman and Lead Independent Director
Low Kok Ann	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Executive Director and Chief Executive Officer
Datuk Edward Lee Ming Foo	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Non-Independent Non-Executive Director
Low See Ching	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Non-Independent Non-Executive Director
Cheah Yee Leng	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Non-Independent Non-Executive Director
Darrell Lim Chee Lek	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Independent Director
Lim Wah Fong	c/o 105 Eunos Avenue 3, Hafary Centre, Singapore 409836	Independent Director

2. REGISTERED OFFICE OF THE COMPANY

The registered office of the Company is at 105 Eunos Avenue 3, Hafary Centre, Singapore 409836.

3. PRINCIPAL ACTIVITIES

The Company was incorporated in Singapore on 6 October 2009, was listed on the Catalist board of the SGX-ST on 7 December 2009 and subsequently transferred to the Mainboard of the SGX-ST on 18 June 2013. The principal activities of the Group comprise the supply of premium tiles, stone, mosaic, wood-flooring, countertops and sanitary ware and fittings.

4. SHARE CAPITAL

4.1 **Number and class of Shares.** As at the Latest Practicable Date, based on the audited financial statements of the Group for FY2025, the total issued and paid-up share capital of the Company is approximately S$26,930,000 comprising 430,550,000 Shares. The Company does not have any treasury Shares. As at the Latest Practicable Date, the

Company has only one class of Shares, being ordinary shares. The Shares are quoted and listed on the Mainboard of the SGX-ST.

4.2 **Rights of Shareholders in respect of capital, dividends and voting.** The rights of Shareholders in respect of capital, dividends and voting are contained in the Constitution. An extract of the relevant provisions in the Constitution relating to the rights of Shareholders in respect of capital, dividends and voting is reproduced in Appendix F to this Circular.

4.3 **Number of Shares issued since the end of the last financial year.** As at the Latest Practicable Date, no new Shares have been issued by the Company since 31 December 2025, being the end of the last financial year.

4.4 **Convertible Instruments.** As at the Latest Practicable Date, there are no outstanding instruments convertible into, rights to subscribe for, and options in respect of, Shares and securities which carry voting rights affecting Shares.

5. SUMMARY OF FINANCIAL INFORMATION

Set out below is certain financial information extracted from the annual reports of the Company for FY2023, FY2024 and FY2025.

The summary of the financial information for FY2023, FY2024 and FY2025 set out below should be read in conjunction with the audited consolidated financial statements of the Group and the accompanying notes as set out in the annual reports of the Company for FY2023, FY2024 and FY2025 respectively.

The audited consolidated financial statements of the Group for FY2025 and the unaudited consolidated financial statements of the Group for 1HFY2026 are set out in Appendix D and Appendix E to this Circular respectively.

5.1 **Consolidated statements of comprehensive income.** A summary of the audited consolidated statement of comprehensive income of the Group for FY2023, FY2024 and FY2025, and the unaudited consolidated statement of comprehensive income of the Group for 1HFY2026 is set out below.

(S$'000)	**FY2023 (Audited)**	**FY2024 (Audited)**	**FY2025 (Audited)**	**1HFY2026 (Unaudited)**
Revenue	**226,422**	**263,136**	**286,991**	**122,729**
Interest income	180	204	121	50
Other income and gains	13,372	11,312	7,688	3,451
Changes in inventories of goods held for resale	(1,478)	(3,168)	6,719	3,299
Purchases and related costs	(121,904)	(153,823)	(175,781)	(72,803)
Employee benefits expenses	(34,030)	(36,316)	(37,444)	(18,435)
Amortisation and depreciation expenses	(10,814)	(12,633)	(13,125)	(6,720)
Impairment losses	(157)	(704)	(3,753)	(2,300)
Other losses	(349)	(680)	(378)	(518)

Finance costs	(9,491)	(12,176)	(10,718)	(4,577)
Other expenses	(16,282)	(20,558)	(23,575)	(11,697)
Share of profit from an equity-accounted associate	3,220	1,528	1,285	336
Share of profit from an equity-accounted joint venture	280	787	765	661
Profit before income tax	**48,969**	**36,909**	**38,795**	**13,476**
Income tax expense	(8,873)	(8,210)	(7,744)	(2,881)
Profit, net of tax	**40,096**	**28,699**	**31,051**	**10,595**
Other comprehensive income / (loss)				
Item that may be reclassified subsequently to profit or loss				
Exchange difference on translating foreign operations, net of tax	(1,649)	224	(1,273)	1,472
Total comprehensive income, net of tax	**38,447**	**28,923**	**29,778**	**12,067**
Profit attributable to:				
Owners of the parent, net of tax	39,066	27,551	29,865	10,184
Non-controlling interests, net of tax	1,030	1,148	1,186	411
	40,096	**28,699**	**31,051**	**10,595**
	cents	**cents**	**cents**	**cents**
Earnings per share	9.07	6.40	6.94	2.37
Net dividends per share	2.75	2.75	2.75	1.00

5.2 **Statement of financial position.** A summary of the audited consolidated statement of financial position of the Group as at 31 December 2025 is set out below.

	Group Financial year ended 31 December 2025 S$'000
ASSETS	
Non-current assets	
Property, plant and equipment	112,692
Right-of-use assets	132,166
Investment properties	24,519
Intangible assets	7,525
Investment in associate	18,700
Investment in joint venture	1,702
Other financial assets	224
Total non-current assets	**297,528**

Current assets	
Inventories	124,147
Trade and other receivables	59,346
Other non-financial assets	6,784
Cash and cash equivalents	22,030
Total current assets	**212,307**
Total assets	**509,835**
EQUITY AND LIABILITIES	
Equity	
Share capital	26,930
Retained earnings	123,486
Foreign currency translation reserve	(4,297)
Equity, attributable to owners of the Company	**146,119**
Non-controlling interests	6,357
Total equity	**152,476**
Non-current liabilities	
Deferred tax liabilities	1,697
Loans and borrowings, non-current	137,622
Lease liabilities, non-current	16,596
Total non-current liabilities	**155,915**
Current liabilities	
Income tax payable	7,993
Provision	1,032
Trade and other payables	59,656
Derivative financial liabilities	2
Loans and borrowings, current	119,186
Lease liabilities, current	3,729
Other non-financial liabilities	9,846
Total current liabilities	**201,444**
Total liabilities	**357,359**
Total equity and liabilities	**509,835**

5.3 **Significant accounting policies.** A summary of the significant accounting policies of the Group is set out in Note 2 to the audited financial statements of the Group for FY2025, which are reproduced in Appendix D to this Circular.

Save as disclosed in this Circular and publicly available information on the Group (including but not limited to that contained in the audited financial statements of the Group for FY2025 and that contained in the unaudited financial statements of the Group for 1HFY2026), there are no significant accounting policies or any points from the notes to the financial statements which are of major relevance for the interpretation of the accounts.

5.4 **Changes in accounting policies.** The Group has applied the same accounting policies and methods of computation as those in the audited financial statements of the Group for FY2025 and there are no changes in the accounting policies of the Group which will cause the financial statements of the Group not to be comparable to a material extent.

6. MATERIAL CHANGES IN FINANCIAL POSITION

Save as disclosed in this Circular and publicly available information on the Company (including but not limited to announcements released by the Company in respect of its financial results such as the unaudited financial information of the Group for 1HFY2026 as announced on 14 August 2026 and set out in Appendix E to this Circular), there are no known material changes in the financial position of the Company as at the Latest Practicable Date since 31 December 2025, being the date to which the Company's last published audited financial statements were made up.

7. DISCLOSURE OF INTERESTS OF THE COMPANY AND THE DIRECTORS

7.1 **Shareholdings and dealings.** As at the Latest Practicable Date:

(a) the Company does not have any direct or deemed interests in any Offeror Securities;

(b) save as disclosed below and in this Circular, none of the Directors has any direct or deemed interests in any Offeror Securities:

Interests in Offeror Securities

	No. of Shares					
Name	**Direct Interest**		**Deemed Interest**		**Total Interest**	
	No. of Shares	**%(1)**	**No. of Shares**	**%(1)**	**No. of Shares**	**%(1)**
Low Kok Ann	21,864	21.86	-	-	21,864	21.86
Low See Ching	65,002	65.00	-	-	65,002	65.00

Note:

(1) The shareholding percentage is calculated based on 100,000 ordinary shares in issue and rounded to two decimal places.

(c) neither the Company nor any of the Directors has dealt for value in any Offeror Securities during the Relevant Period;

(d) save as disclosed below and in this Circular, none of the Directors has any direct or deemed interests in any Company Securities; and

Interests in Company Securities

Name	No. of Shares					
	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	%(1)	No. of Shares	%(1)	No. of Shares	%(1)
Low Kok Ann(2)	36,847,403	8.56	-	-	36,847,403	8.56
Low See Ching(2)	109,547,280(3)	25.44	-	-	109,547,280(3)	25.44

Note:

(1) Calculated based on a total of 430,550,000 Shares as at the Latest Practicable Date and rounded to two decimal places. The Company does not have any treasury Shares.

(2) Low Kok Ann is the father of Low See Ching.

(3) 14,917,280 Shares are held in the name of Low See Ching, 33,630,000 Shares are held in the name of Hong Leong Finance Nominees Pte Ltd, 21,000,000 Shares are held in the name of Maybank Securities Pte. Ltd., and 40,000,000 Shares are held in the name of CGS International Securities Singapore Pte. Ltd. as at the Latest Practicable Date.

In addition to the above, two Directors, namely Datuk Edward Lee Ming Foo and Ms. Cheah Yee Leng, are directors of Hap Seng Consolidated Berhad, which has an indirect interest in 218,790,000 Shares, representing approximately 50.82% of the total number of Shares.

(e) none of the Directors has dealt for value in any Company Securities during the Relevant Period.

7.2 **Directors' intentions in relation to the Offer.** The following Directors who have direct or deemed interests in the Shares have informed the Company of their intentions in respect of the Offer as follows:

(a) As set out in the Offer Document, Mr. Low Kok Ann has given an Irrevocable Undertaking in favour of the Offeror, further details of which are set out in **Section 4** of this Circular. Mr. Low Kok Ann has accordingly notified the Company that he intends to accept the Offer in respect of all 36,847,403 Shares, representing approximately 8.56% of the total number of issued Shares as at the Latest Practicable Date; and

(b) As set out in the Offer Document, Mr. Low See Ching has given an Irrevocable Undertaking in favour of the Offeror, further details of which are set out in **Section 4** of this Circular. Mr. Low See Ching has accordingly notified the Company that he intends to accept the Offer in respect of all 109,547,280 Shares, representing approximately 25.44% of the total number of issued Shares as at the Latest Practicable Date.

7.3 **Directors' service contracts.** As at the Latest Practicable Date, (a) there are no service contracts between any Director or proposed director and the Company or any of its subsidiaries with more than 12 months to run, which the employing company cannot, within the next 12 months, terminate without payment of compensation; and (b) there are no such service contracts entered into or amended between any of the Directors or proposed director and the Company or any of its subsidiaries during the period between the start of six months preceding the Offer Announcement Date and the Latest Practicable Date.

7.4 **Arrangements affecting Directors.** As at the Latest Practicable Date:

(a) there are no payments or other benefits which will be made or given to any Director or any director of any corporation which is, by virtue of Section 6 of the Companies Act, deemed to be related to the Company, as compensation for loss of office or otherwise in connection with the Offer;

(b) save for the Irrevocable Undertakings and the Financing Arrangements (as defined in the Offer Document), there are no agreements or arrangements made between any Director and any other person in connection with or conditional upon the outcome of the Offer; and

(c) there are no material contracts entered into by the Offeror in which any Director has a material personal interest, whether direct or indirect.

8. DISCLOSURE OF INTERESTS OF THE INDEPENDENT FINANCIAL ADVISER

Neither the IFA nor any of the funds whose investments are managed by the IFA on a discretionary basis owns or controls any Company Securities as at the Latest Practicable Date, or has dealt for value in any Company Securities during the Relevant Period.

9. MATERIAL CONTRACTS WITH INTERESTED PERSONS

9.1 As at the Latest Practicable Date, save as disclosed below, there have been no material contracts (not being contracts entered into in the ordinary course of business carried on by the Company) entered into by the Company or any of its subsidiaries with Interested Persons during the three years preceding the Offer Announcement Date.

9.2 **Details of the Material Contracts with Interested Persons.** The material contracts with Interested Persons entered into by the Company or any of its subsidiaries during the three years preceding the Offer Announcement Date are as follows:

(a) On 17 January 2024, Hafary Pte Ltd, a wholly-owned subsidiary of the Company, entered into a sale and purchase agreement (the "**WFH SPA**") with Mr. Low See Ching, a Director and Substantial Shareholder of the Company, for the acquisition of Mr. Low See Ching's 19.0% shareholding interest in World Furnishing Hub Pte. Ltd. ("**WFH**"), a then 81.0%-owned subsidiary of Hafary Pte Ltd. Under the WFH SPA, the aggregate consideration of S$4,465,000 was payable by Hafary Pte Ltd in cash on completion, and the consideration was arrived at on a willing buyer and willing seller basis, taking into account the market value of WFH's principal asset,

being the leasehold property at 18 Sungei Kadut Street 2, Singapore 729236, of S$72 million as at 31 December 2023 based on an independent valuation. Completion was conditional upon the warranties under the WFH SPA being true, complete and accurate in all material respects and all necessary governmental or regulatory approvals having been obtained. Following completion, WFH became a wholly-owned subsidiary of Hafary Pte Ltd.

(b) On 16 July 2024, the Company entered into a property management agreement ("**PMA (Residential)**") and a property management service agreement ("**PMA (Commercial)**") with TAP Co-Livings Pte. Ltd. ("**TAP**"), a wholly-owned subsidiary of The Assembly Place Holdings Pte. Ltd., in which Mr. Low See Ching, a Director and Substantial Shareholder of the Company, has a controlling interest. Under the terms of the PMA (Residential), the Company is obligated to pay, on a monthly basis, management service fees to TAP which are calculated based on the total rent chargeable to tenants in respect of the residential units managed by TAP. In addition, the Company expects to pay a fixed monthly housekeeping fee. The PMA (Residential) is for an initial one-year term, and any renewal is subject to the mutual agreement of the parties. Under the terms of the PMA (Commercial), the Company is obligated to pay, on a monthly basis, fixed management service fees. In addition to such fixed management service fees, the Company is obligated to pay a commission to TAP upon the successful introduction of potential tenants. The aggregate service fees and commissions payable by the Company under both agreements are capped at S$930,000 during the initial term.

(c) On 3 January 2025, the Group completed the acquisition of MML Shanghai Trading Co., Ltd. ("**MML (Shanghai)**") from Malaysian Mosaics Sdn. Bhd. ("**MMSB**"), through its wholly-owned subsidiary, Hafary Shanghai Pte Ltd (the "**MML Acquisition**"). MMSB is a wholly-owned subsidiary of Hap Seng Consolidated Berhad, which is a Substantial Shareholder of the Company. The purchase consideration for the MML Acquisition was RMB 15 million (equivalent to approximately S$2.8 million), which was satisfied in full in cash on completion. The consideration was arrived at on a willing buyer and willing seller basis, taking into account the forecasted net asset value of MML (Shanghai) as at 31 December 2024 and its forecasted profit after tax for FY2024. Following completion, MML (Shanghai) became a wholly-owned subsidiary of the Group.

10. VALUATION

10.1 Valuation of the Appraised Properties

For the purposes of the Offer, the Company has commissioned Colliers Singapore and Colliers China (collectively, the "**Valuers**") to conduct independent valuations of its eight (8) properties, which have been classified and accounted for as leasehold properties under property, plant and equipment, leasehold land under right-of-use assets, and/or investment properties in the Group's financial statements (collectively, the "**Appraised Properties**").

Based on the Valuation Reports, a summary of the Appraised Properties and the respective valuation methods, carrying amount as at 30 June 2026, market value as at the valuation date, as well as revaluation surplus are summarised and presented in the table below:

S/N	Appraised Property	Valuer	Valuation method	Valuation date	Carrying amount as at 30 June 2026[(1)] (S$'000)	Market value[(1)] (S$'000)	Revaluation surplus[(1)] (S$'000)
1.	11 Changi North Way, Serial I-Tech Building, Singapore 498796 (4-storey single-user general industrial building with ancillary workers' dormitory for 90 workers)	Colliers Singapore	Comparison method	15 October 2026	21,235	25,000	3,765
2.	105 Eunos Avenue 3, Hafary Centre, Singapore 409836 (6-storey light industrial development)	Colliers Singapore	Comparison method	12 October 2026	10,846	23,600	12,754
3.	3 Changi North Street 1, Hafary Logistic Centre, Singapore 498824 (2-storey single-user warehouse with mezzanine level)	Colliers Singapore	Comparison method	13 October 2026	21,391	32,000	10,609
4.	18 Sungei Kadut Street 2, Singapore 729236 (7-storey single-user warehouse with commercial units, car parking facilities and warehouse)	Colliers Singapore	Income capitalisation method and Comparison method	14 October 2026	39,546	50,000	10,454

S/N	Appraised Property	Valuer	Valuation method	Valuation date	Carrying amount as at 30 June 2026[1] (S$'000)	Market value[1] (S$'000)	Revaluation surplus[1] (S$'000)
5.	28 Loyang Crescent, Singapore 508990 (part 7-storey/part 4-storey single-user warehouse building with ancillary office and ancillary workers' dormitory for 98 workers)[2]	Colliers Singapore	Comparison method	14 October 2026	6,602	28,000	21,398
6.	161 Lavender Street, Singapore 338750 (the "**Lavender Street Property**") (2-storey pre-war shophouse with attic and 4-storey rear extension involving a change of use from office to residential flat and car park)	Colliers Singapore	Income capitalisation method and cross-checked with the Comparison method	14 October 2026	83,578	84,000	422
7.	51 Middle Road, Singapore 188959 (the "**Middle Road Property**") (6-storey commercial building with roof and basement car park)	Colliers Singapore	Income capitalisation method and cross-checked with the Comparison method	15 October 2026	34,647	35,250	603

S/N	Appraised Property	Valuer	Valuation method	Valuation date	Carrying amount as at 30 June 2026[(1)] (S$'000)	Market value[(1)] (S$'000)	Revaluation surplus[(1)] (S$'000)
8.	No. 78, Gaofu First Road, Hecheng Subdistrict, Gaoming District, Foshan, Guangdong, PRC (the "**Foshan Gaoming**") (3 workshop buildings and a 5-storey dormitory building)	Colliers China	Discounted Cash Flow ("**DCF**") method	19 October 2026	5,691	6,415 [(3)]	724
Total					**223,536**	**284,265**	**60,729**

Note:

(1) Figures (including computations and summation) are subject to rounding.

(2) The Valuer has assumed that the 20-year JTC lease extension has been granted.

(3) Converted from RMB33.5 million based on the relevant exchange rate as at the Latest Practicable Date.

10.2 Potential Tax Liabilities

Under Rule 26.3 of the Code, the Company is required, among others, to make an assessment of any potential tax liabilities which would arise if the Appraised Properties, which are the subject of the valuation given in connection with the Offer, were to be sold at the amount of the valuation accompanied by an appropriate comment as to the likelihood of any such liability crystallising.

In respect of the Appraised Properties which are located in Singapore (the "**Singapore Properties**"), the Directors and the management of the Company ("**Management**") represented that the potential tax liability assuming the hypothetical sale of the Singapore Properties at their assessed market values is expected to be nil on the basis that any gains on disposal should be capital in nature and therefore not subject to Singapore income tax.

In respect of Foshan Gaoming, which is located in the People's Republic of China, the Directors and the Management represented that the potential tax liability assuming the hypothetical sale of Foshan Gaoming at its assessed market value is expected to be approximately RMB1.3 million (or approximately S$0.2 million based on the relevant

exchange rate as at the Latest Practicable Date). The aforesaid tax liabilities will not crystallise if the Company does not dispose of its interests in Foshan Gaoming. As at the Latest Practicable Date, the Company has no current plans to dispose of its interests in Foshan Gaoming, and accordingly, the aforesaid tax liabilities are not likely to crystallise.

11. CONSENTS

11.1 **IFA.** W Capital Markets Pte. Ltd., named as the IFA, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the IFA Letter set out in Appendix A to this Circular and all references thereto, in the form and context in which they appear in this Circular.

11.2 **Valuers.** Each of Colliers International Consultancy & Valuation (Singapore) Pte Ltd and Colliers Appraisal & Advisory Services (Shanghai) Co., Ltd., named as the independent valuers in respect of the Appraised Properties, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name, the Valuation Certificates dated 19 October 2026 set out in Appendix G to this Circular and all references thereto, in the form and context in which they appear in this Circular.

12. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the registered office of the Company at 105 Eunos Avenue 3, Hafary Centre, Singapore 409836 during normal business hours from the date of this Circular up to and including the Closing Date:

(a) the Constitution;

(b) the annual reports of the Company for FY2023, FY2024 and FY2025;

(c) the unaudited consolidated financial statements of the Group for 1HFY2026;

(d) the IFA Letter;

(e) the letters of consent of the IFA and the Valuers; and

(f) the Valuation Reports and the Valuation Certificates issued by the Valuers in respect of the Appraised Properties.

APPENDIX C – ADDITIONAL INFORMATION ON THE OFFEROR

The following information on the Offeror has been extracted from Appendix I of the Offer Document and set out below. Unless otherwise defined, all terms and expressions used in the extracts below shall have the same meanings as ascribed to them in the Offer Document.

"1. DIRECTORS OF THE OFFEROR

The names, addresses and descriptions of the Directors as at the Latest Practicable Date are as follows:

Name	***Address***	***Description***
Low Kok Ann	*c/o 105 Eunos Avenue 3, #06-00 Hafary Centre, Singapore 409836*	*Director*
Low See Ching	*c/o 105 Eunos Avenue 3, #06-00 Hafary Centre, Singapore 409836*	*Director*

2. REGISTERED OFFICE OF THE OFFEROR

The registered office of the Offeror is at 105 Eunos Avenue 3, #06-00 Hafary Centre, Singapore 409836.

3. PRINCIPAL ACTIVITY OF THE OFFEROR

The principal activity of the Offeror is that of an investment holding company.

4. NO FINANCIAL STATEMENTS

As the Offeror was recently incorporated on 27 July 2026, the Offeror has not prepared any financial statements since the date of its incorporation.

5. MATERIAL CHANGES IN FINANCIAL POSITION

As at the Latest Practicable Date, save for (a) the making and financing of the Offer and (b) any publicly available information on the Offeror, there have been no known material changes in the financial position of the Offeror since its incorporation.

6. SIGNIFICANT ACCOUNTING POLICIES

As no audited financial statements of the Offeror have been prepared since the date of its incorporation, there are no significant accounting policies to be noted."

APPENDIX D – AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR FY2025

The audited consolidated financial statements of the Group for FY2025 as set out in this Appendix D have been reproduced from the Company's annual report for FY2025 and were not specifically prepared for inclusion in this Circular.

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RSM

HAFARY HOLDINGS LIMITED

(Registration No: 200918637C)

Statement by Directors and Financial Statements

Year Ended 31 December 2025



HAFARY HOLDINGS LIMITED

Statement by Directors and Financial Statements

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HAFARY HOLDINGS LIMITED

Statement by Directors

The directors of the company are pleased to present the accompanying financial statements of the company and of the group for the reporting year ended 31 December 2025.

1. Opinion of the directors

In the opinion of the directors,

(a) the accompanying financial statements and the consolidated financial statements are drawn up so as to give a true and fair view of the financial position and performance of the company and, of the financial position and performance of the group for the reporting year covered by the financial statements or consolidated financial statements; and

(b) at the date of the statement, there are reasonable grounds to believe that the company will be able to pay its debts as and when they fall due.

The board of directors approved and authorised these financial statements for issue.

2. Directors

The directors of the company in office at the date of this statement are:

Cheah Yee Leng
Datuk Edward Lee Ming Foo, JP
Foo Yong How
Low Kok Ann
Low See Ching
Lim Wah Fong
Darrell Lim Chee Lek

3. Directors' interests in shares and debentures

The directors of the company holding office at the end of the reporting year had no interests in shares in or debentures of the company or other related body corporate as recorded in the register of directors' interests in shares in or debentures kept by the company under section 164 of the Companies Act 1967 (the "Act") except as follows:

		Direct interests	
Name of directors	At beginning of the reporting year	At end of the reporting year	At 21 January 2026
The company	Number of shares of no par value		
Low Kok Ann	36,847,403	36,847,403	36,847,403
Low See Ching	109,547,280	109,547,280	109,547,280

By virtue of section 7 of the Act, Low See Ching is deemed to have an interest in the company and its subsidiaries.

4. Arrangements to enable directors to acquire benefits by means of the acquisition of shares and debentures

Neither at the end of the reporting year nor at any time during the reporting year did there subsist arrangements to which the company is a party, being arrangements whose objects are, or one of whose objects is, to enable directors of the company to acquire benefits by means of the acquisition of shares in or debentures of the company or any other body corporate.

5. Options

During the reporting year, no option to take up unissued shares of the company or other body corporate in the group was granted. During the reporting year, there were no shares issued by virtue of the exercise of an option to take up unissued shares.

At the end of the reporting year, there were no unissued shares under option.

6. Independent auditor

RSM SG Assurance LLP has expressed willingness to accept re-appointment.

7. Report of Audit Committee

The members of the Audit Committee at the date of this report are as follows:

Lim Wah Fong	(Chairman of Audit Committee and Independent Director)
Foo Yong How	(Independent Director)
Darrell Lim Chee Lek	(Independent Director)

The Audit Committee performs the functions specified by section 201B (5) of the Act. Among other functions, it reviewed the following, where relevant, with management, the external auditors and the internal auditors:

- The audit plan of the independent external auditor;
- The independent external auditor's evaluation of the company's internal accounting controls relevant to the statutory audit, the audit report on the financial statements and the assistance given by management to the auditor;
- The scope and results of the internal audit procedures (including those relating to financial, operational and compliance controls and risk management) and the assistance given by the management to the internal auditor;
- The financial statements of the group and the company prior to their submission to the directors of the company for adoption; and
- The interested person transactions (as defined in Chapter 9 of the Singapore Exchange Securities Trading Limited's Listing Manual).

7. Report of Audit Committee (cont'd)

Other functions performed by the Audit Committee are described in the Corporate Governance Statement included in the annual report of the company. It also includes an explanation of how independent external auditor's objectivity and independence are safeguarded where the independent external auditor provides non-audit services.

The Audit Committee has recommended to the board of directors that the independent auditor, RSM SG Assurance LLP, be nominated for re-appointment as the independent auditor at the next annual general meeting of the company.

8. Directors' opinion on the adequacy of internal controls

Based on the internal controls established and maintained by the company, work performed by the internal and external auditors, and reviews performed by management, other committees of the board and the board, the board with the concurrence of the Audit Committee, is of the opinion that the company's internal controls (including financial, operational, compliance and information technology controls), and risk management systems were adequate and effective as at 31 December 2025 to address the risks that the company considers relevant and material to its operations.

9. Subsequent developments

There are no significant developments subsequent to the release of the group's and the company's preliminary financial statements, as announced on 6 February 2026, which would materially affect the group's and company's operating and financial performance as of the date of this report.

On behalf of the directors

.....
Low Kok Ann
Director

.....
Low See Ching
Director

07 APR 2026

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Independent Auditor's Report to the Members of HAFARY HOLDINGS LIMITED

Report on the audit of the financial statements

Opinion

We have audited the accompanying financial statements of Hafary Holdings Limited (the "company") and its subsidiaries (the "group"), which comprise the consolidated statement of financial position of the group and the statement of financial position of the company as at 31 December 2025, and the consolidated statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows of the group, and statement of changes in equity of the company for the reporting year then ended, and notes to the financial statements, including material accounting policy information.

In our opinion, the accompanying consolidated financial statements of the group and the statement of financial position and statement of changes in equity of the company are properly drawn up in accordance with the provisions of the Companies Act 1967 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)") so as to give a true and fair view of the consolidated financial position of the group and the financial position of the company as at 31 December 2025 and of the consolidated financial performance, consolidated changes in equity and consolidated cash flows of the group and the changes in equity of the company for the reporting year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the Accounting and Corporate Regulatory Authority ("ACRA") Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities ("ACRA Code"), as applicable to audits of financial statements of public interest entities, together with the ethical requirements that are relevant to audits of the financial statements of public interest entities in Singapore. We have also fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters ("KAMs") are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current reporting year. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

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Key audit matters (cont'd)

(1) Assessment of expected credit loss allowance on trade receivables

Refer to Notes 2A, 2B, 24 and 38D for the relevant accounting policy, discussion of accounting estimate, the breakdown in trade receivables and the credit risk of the group. Also refer to the Audit Committee section in the Corporate Governance Statement of the annual report for responses of the Audit Committee to the reported KAMs.

Key Audit Matter

The group's trade receivables totalled $52,243,000, representing 10% of the group's total assets as at the end of the reporting year. Any impairment of significant receivables could have material impact to the group's profit or loss.

The estimate of impairment allowance is based on the historical trend of these receivables, which includes analysis of the age of these receivables, credit worthiness of the profile of the customers and future collectability. Specific impairment allowance is provided accordingly. In addition, management applies the expected credit losses ("ECL") model to determine the loss allowance for trade receivables based on historical observed default rates adjusted for forward-looking estimates.

How we addressed the matter in our audit

Our audit procedures included (a) assessing the recoverability of the significant aged debts, by discussing with management, checking subsequent collections and corroborating to the historical payment records; and (b) assessing whether disclosures in respect of the credit risk of trade receivables is appropriate.

For ECL, our audit procedures included (a) reviewing management's assessment of ECL; and (b) assessing the measurement of the ECL allowance.

We also evaluated the qualitative adjustment to the allowance and challenged the reasonableness of the key assumptions in determining the allowance.

We assessed the adequacy of the disclosures in the financial statements.

(2) Assessment of impairment allowance on inventories

Refer to Notes 2A, 2B and 23 for the relevant accounting policy, discussion of accounting estimate, and the breakdown in inventories at the reporting year end. Also refer to the Audit Committee section in the Corporate Governance Statement of the annual report for responses of the Audit Committee to the reported KAMs.

Key Audit Matter

The group held inventories of $124,147,000, representing 24% of the group's total assets as at end of the reporting year. The carrying amount of inventories may not be recoverable in full if those inventories become slow moving, or if their selling prices have declined below carrying amounts.

Key audit matters (cont'd)

(2) Assessment of impairment allowance on inventories (cont'd)

Key Audit Matter (cont'd)

The estimate of allowance for slow moving inventories takes into consideration of various factors, including macroeconomics, general market conditions, future market demand, historical industry experience and aging of the inventories. This estimate involves a significant degree of judgement. Management applies particular judgement in the areas relating to inventory allowance based on inventory aging. This methodology relies upon assumptions made in determining appropriate allowance of inventories. Management is of the opinion that the methodology is reasonable in determining the impairment allowance required.

How we addressed the matter in our audit

We selected samples for testing. Our audit procedures included (a) checking of the net realisable value of the inventories by considering post year-end sales to identify any further sales made at a loss; and (b) reviewing the inventory turnover days and aging of the inventories to assess if there were any significant built up of aged inventories and assessing the reasonableness of the allowance for slow moving inventories. We also assessed the management's judgement and assumptions applied to comply with the group's inventory allowance policy by analysing the historical inventory movements as well as performing analytical procedures on the inventory aging profile.

(3) Assessing the carrying value of intangible assets

Refer to Notes 2A, 2B and 18 for the relevant accounting policy, discussion of accounting estimate, and the breakdown in intangible assets at the reporting year end. Also refer to the Audit Committee section in the Corporate Governance Statement of the annual report for responses of the Audit Committees to the reported KAMs.

Key Audit Matter

The group's intangible assets amounted to $7,525,000.

Goodwill is assessed for impairment annually. The amount is allocated to cash generating units ("CGUs"). Management applies the value in use method to determine the recoverable amount of intangible assets. The value in use calculation requires the group to estimate the future cash flows arising from the CGUs and an appropriate discount rate in order to calculate the recoverable amount of each CGUs. Any shortfall of the recoverable amounts against the carrying amounts would be recognised as impairment losses in profit or loss. Management determined the recoverable amounts based on the forecasted revenue, profit margins, terminal growth rates and discount rates using presently available information. These estimates require judgement and the determination of the recoverable amounts is a key focus area for our audit.

Key audit matters (cont'd)

(3) Assessing the carrying value of intangible assets (cont'd)

How we addressed the matter in our audit

We have discussed with management the processes over the determination of the forecasted revenue growth, profit margins, terminal growth rates and discount rates of the related CGU. As the assessment process is judgmental and is based on assumptions that are affected by expected future market or economic conditions, our audit procedures included, among others, using our internal valuation specialists to assist us in evaluating the assumptions and methodologies used by management.

We assessed management's estimates applied in the value in use models based on our knowledge of the CGUs' operations, and compared them against historical forecasts and performance and industry benchmarks. Our internal valuation specialists also performed a review of the management's methodology, expectations and the discount rates used in the impairment assessment and tested the accuracy of the computations.

We also assessed the adequacy of the group's disclosures about those assumptions to which the outcome of the impairment test is most sensitive, that is, those that have the most significant effect on the determination of the recoverable amount of intangible assets.

Other information

Management is responsible for the other information. The other information comprises the information included in the statement by directors and the annual report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and the financial reporting standards, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

Responsibilities of management and directors for the financial statements (cont'd)

In preparing the financial statements, management is responsible for assessing the group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the group's financial reporting process.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

(a) Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

(b) Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the group's internal control.

(c) Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

(d) Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the group to cease to continue as a going concern.

(e) Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Auditor's responsibilities for the audit of the financial statements (cont'd)

(f) Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the group as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to elimination threats or safeguards applied.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on other legal and regulatory requirements

In our opinion, the accounting and other records required by the Act to be kept by the company and by those subsidiary corporations incorporated in Singapore of which we are the auditors have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditor's report is Tay Hui Jun, Sabrina.

RSM SG Assurance LLP
Public Accountants and
Chartered Accountants
Singapore

7 April 2026

Engagement partner - effective from year ended 31 December 2021

Consolidated Statement of Profit or Loss and Other Comprehensive Income
Year Ended 31 December 2025

	Notes	2025 $'000	2024 $'000
Revenue	5	286,991	263,136
Interest income	6	121	204
Other income and gains	7	7,688	11,312
Changes in inventories of goods held for resale		6,719	(3,168)
Purchases and related costs		(175,781)	(153,823)
Employee benefits expenses	8	(37,444)	(36,316)
Amortisation and depreciation expenses	15, 16, 17, 18	(13,125)	(12,633)
Impairment losses	9	(3,753)	(704)
Other losses	7	(378)	(680)
Finance costs	10	(10,718)	(12,176)
Other expenses	11	(23,575)	(20,558)
Share of profit from an equity-accounted associate	20	1,285	1,528
Share of profit from an equity-accounted joint venture	21	765	787
Profit before income tax		38,795	36,909
Income tax expense	12	(7,744)	(8,210)
Profit, net of tax		31,051	28,699
Other comprehensive income / (loss)			
Item that may be reclassified subsequently to profit or loss			
Exchange differences on translating foreign operations, net of tax	28	(1,273)	224
Total comprehensive income for the year, net of tax		29,778	28,923
Profit attributable to:			
- Owners of the parent, net of tax		29,865	27,551
- Non-controlling interests, net of tax		1,186	1,148
		31,051	28,699
Total comprehensive income attributable to:			
- Owners of the parent		28,691	27,786
- Non-controlling interests		1,087	1,137
		29,778	28,923
		Cents	Cents
Earnings per share			
Basic and diluted	13	6.94	6.40

The accompanying notes form an integral part of these financial statements.

Statements of Financial Position
As at 31 December 2025

	Notes	Group 2025 $'000	Group 2024 $'000	Company 2025 $'000	Company 2024 $'000
ASSETS					
Non-current assets					
Property, plant and equipment	15	112,692	110,853	169	270
Right-of-use assets	16	132,166	136,058	–	–
Investment properties	17	24,519	24,836	–	–
Intangible assets	18	7,525	7,827	–	–
Investments in subsidiaries	19	–	–	9,239	9,239
Investment in an associate	20	18,700	20,265	–	–
Investment in a joint venture	21	1,702	999	–	–
Other financial assets	22	224	280	187	244
Total non-current assets		297,528	301,118	9,595	9,753
Current assets					
Inventories	23	124,147	116,389	–	–
Trade and other receivables	24	59,346	65,389	37,671	36,429
Other non-financial assets	25	6,784	6,607	4	9
Cash and cash equivalents	26	22,030	22,508	19	51
Total current assets		212,307	210,893	37,694	36,489
Total assets		509,835	512,011	47,289	46,242
EQUITY AND LIABILITIES					
Equity					
Share capital	27	26,930	26,930	26,930	26,930
Retained earnings		123,486	105,461	8,823	7,696
Foreign currency translation reserve	28	(4,297)	(3,123)	–	–
Equity, attributable to owners of the company		146,119	129,268	35,753	34,626
Non-controlling interests		6,357	6,492	–	–
Total equity		152,476	135,760	35,753	34,626
Non-current liabilities					
Deferred tax liabilities	12	1,697	1,634	–	–
Loans and borrowings, non-current	29	137,622	152,055	–	–
Lease liabilities, non-current	30	16,596	18,095	–	–
Total non-current liabilities		155,915	171,784	–	–
Current liabilities					
Income tax payable		7,993	8,339	–	7
Provision	31	1,032	1,070	–	–
Trade and other payables	32	59,656	57,263	11,536	11,609
Derivative financial liabilities	33	2	48	–	–
Loans and borrowings, current	29	119,186	123,851	–	–
Lease liabilities, current	30	3,729	4,102	–	–
Other non-financial liabilities	34	9,846	9,794	–	–
Total current liabilities		201,444	204,467	11,536	11,616
Total liabilities		357,359	376,251	11,536	11,616
Total equity and liabilities		509,835	512,011	47,289	46,242

The accompanying notes form an integral part of these financial statements.

Statements of Changes in Equity
Year Ended 31 December 2025

Group:	Total equity $'000	Attributable to parent subtotal $'000	Share capital $'000	Retained earnings $'000	Foreign currency translation reserve $'000	Non-controlling interests $'000
Current year:						
Opening balance at 1 January 2025	135,760	129,268	26,930	105,461	(3,123)	6,492
Changes in equity:						
Total comprehensive income for the year	29,778	28,691	–	29,865	(1,174)	1,087
Dividends paid (Note 14)	(11,840)	(11,840)	–	(11,840)	–	–
Dividends paid to non-controlling interests in subsidiaries	(1,222)	–	–	–	–	(1,222)
Closing balance at 31 December 2025	152,476	146,119	26,930	123,486	(4,297)	6,357
Previous year:						
Opening balance at 1 January 2024	125,835	118,148	26,930	94,576	(3,358)	7,687
Changes in equity:						
Total comprehensive income for the year	28,923	27,786	–	27,551	235	1,137
Dividends paid (Note 14)	(11,840)	(11,840)	–	(11,840)	–	–
Dividends paid to non-controlling interests in subsidiaries	(3,013)	–	–	–	–	(3,013)
Fair value gain on remeasurement of the previously held interests in the investee	320	–	–	–	–	320
Acquisition of a non-controlling interest without a change in control (Note 19)	(4,465)	(4,826)	–	(4,826)	–	361
Closing balance at 31 December 2024	135,760	129,268	26,930	105,461	(3,123)	6,492

The accompanying notes form an integral part of these financial statements.

Statements of Changes in Equity (cont'd)
Year Ended 31 December 2025

Company:	Total equity $'000	Share capital $'000	Retained earnings $'000
Current year:			
Opening balance at 1 January 2025	34,626	26,930	7,696
Changes in equity:			
Total comprehensive income for the year	12,967	–	12,967
Dividends paid (Note 14)	(11,840)	–	(11,840)
Closing balance at 31 December 2025	35,753	26,930	8,823
Previous year:			
Opening balance at 1 January 2024	28,183	26,930	1,253
Changes in equity:			
Total comprehensive income for the year	18,283	–	18,283
Dividends paid (Note 14)	(11,840)	–	(11,840)
Closing balance at 31 December 2024	34,626	26,930	7,696

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows
Year Ended 31 December 2025

	2025 $'000	2024 $'000
Cash flows from operating activities		
Profit before income tax	38,795	36,909
Adjustments for:		
Interest expense on borrowings	9,932	11,337
Interest expense on lease liabilities	786	839
Interest income	(121)	(204)
Depreciation of property, plant and equipment	10,129	9,717
Depreciation of right-of-use assets	6,308	5,757
Depreciation of investment properties	437	202
Amortisation of intangible assets	735	833
Loss on disposal of plant and equipment	61	51
Gain on disposal of investment property	–	(3,759)
Negative goodwill arising from bargain purchase	(234)	(529)
Allowance for impairment of intangible assets	–	898
Fair value gain on remeasurement of the previously held interests in the investee	–	(446)
Fair value losses on other financial assets, net	56	94
Share of profit from an equity-accounted associate	(1,285)	(1,528)
Share of profit from an equity-accounted joint venture	(765)	(787)
Net effect of exchange rate changes in consolidating subsidiaries	392	(193)
Operating cash flows before changes in working capital	65,226	59,191
Inventories	(6,825)	(26,131)
Trade and other receivables	7,439	(10,249)
Other non-financial assets	(177)	624
Provision	(38)	90
Trade and other payables	328	5,888
Derivative financial assets	(46)	47
Other non-financial liabilities	52	1,930
Net cash flows from operations	65,959	31,390
Income taxes paid	(8,105)	(8,808)
Net cash provided by operating activities	57,854	22,582
Cash flows used in investing activities		
Purchase of property, plant and equipment (Notes 15 and 26B)	(11,790)	(12,106)
Purchase of investment property (Note 17)	(120)	–
Proceeds from disposal of plant and equipment	463	14
Proceeds from disposal of an investment property	–	7,866
Acquisition of subsidiaries (net of cash acquired) (Note 37)	(124)	–
Net movements in amount due from joint venture	61	(264)
Net movements in amount due from other related parties	(130)	290
Dividend income from an associate (Note 20)	1,171	1,250
Interest income received	121	204
Acquisition of a non-controlling interest without a change in control	–	(4,465)
Net cash used in investing activities	(10,348)	(7,211)

The accompanying notes form an integral part of these financial statements.

Consolidated Statement of Cash Flows (cont'd)
Year Ended 31 December 2025

	2025 $'000	2024 $'000
Cash flows used in financing activities		
Dividends paid to equity owners	(11,840)	(11,840)
Dividends paid to non-controlling interests	(1,222)	(3,013)
Net movements in amounts due to other related parties	–	(889)
Lease liabilities – principal portion paid	(5,126)	(5,039)
Increase in trust receipts and bills payable	5,385	27,643
Increase in new loans and borrowings	8,802	27,050
Loans and borrowings paid	(33,285)	(33,287)
Interest expense paid	(10,153)	(11,327)
Net cash used in financing activities	(47,439)	(10,702)
Net increase in cash and cash equivalents	67	4,669
Net effect of exchange rate changes on cash and cash equivalents	(545)	(58)
Cash and cash equivalents, beginning balance	21,993	17,382
Cash and cash equivalents, ending balance (Note 26A)	21,515	21,993

The accompanying notes form an integral part of these financial statements.

Notes to the Financial Statements
31 December 2025

1. General information

Hafary Holdings Limited (the "company") (Registered No. 200918637C) is incorporated in Singapore with limited liability. It is listed on the Main Board of Singapore Exchange Securities Trading Limited ("SGX-ST").

The financial statements are presented in Singapore Dollar and they cover the company and its subsidiaries (the "group"). All financial information have been rounded to the nearest thousand ("$'000"), except when otherwise indicated.

The board of directors approved and authorised these financial statements for issue on the date of the statement by directors. The directors have the power to amend and reissue the financial statements.

The company is an investment holding company. The principal activities of the subsidiaries are disclosed in the notes to the financial statements below.

The registered office and principal place of business of the company is located at 105 Eunos Avenue 3, Hafary Centre, Singapore 409836.

Statement of compliance with financial reporting standards

These financial statements have been prepared in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)s") and the related Interpretations to SFRS(I) ("SFRS(I) INT") as issued by the Singapore Accounting Standards Committee under ACRA ("ASC"). They comply with the provisions of the Companies Act 1967 and with the IFRS Accounting Standards ("IFRSs") issued by the International Accounting Standards Board ("IASB").

Basis of preparation of the financial statements

The financial statements are prepared on a going concern basis under the historical cost convention except where a financial reporting standard requires an alternative treatment (such as fair values) as disclosed where appropriate in these financial statements. The accounting policies in the financial reporting standards may not be applied when the effect of applying them is not material. The disclosures required by financial reporting standards may not be provided if the information resulting from that disclosure is not material.

Basis of presentation and principles of consolidated financial statements

The consolidated financial statements of the group include the financial statements made up to the end of the reporting year of the company and all of its subsidiaries, presented as those of a single economic entity and are prepared using uniform accounting policies for like transactions and other events in similar circumstances. All significant intragroup balances and transactions are eliminated on consolidation. Subsidiaries are consolidated from the date the group obtains control of the investee. They are de-consolidated from the date that control ceases.

1. General information (cont'd)

Basis of presentation and principles of consolidated financial statements (cont'd)

Changes in the group's ownership interest in a subsidiary that do not result in the loss of control are accounted for within equity as transactions with owners in their capacity as owners. The carrying amounts of the group's and non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiary. When the group loses control of a subsidiary, it derecognises the assets and liabilities and related equity components of the former subsidiary. Any gain or loss is recognised in profit or loss. Any investment retained in the former subsidiary is measured at fair value at the date when control is lost and is subsequently accounted as equity investments financial assets in accordance with the financial reporting standard on financial instruments.

The company's separate financial statements have been prepared on the same basis, and as permitted by the Companies Act 1967, the company's separate statement of profit or loss and other comprehensive income is not presented.

2. Material accounting policy information and other explanatory information

2A. Material accounting policy information

Foreign currency transactions

The functional currency is the Singapore Dollar as it reflects the primary economic environment in which the entity operates. Transactions in foreign currencies are recorded in the functional currency at the rates ruling at the dates of the transactions. At each end of the reporting year, recorded monetary balances and balances measured at fair value that are denominated in non-functional currencies are reported at the rates ruling at the end of the reporting year and fair value measurement dates respectively. All realised and unrealised exchange adjustment gains and losses are dealt with in profit or loss except when a gain or loss on a non-monetary item is recognised in other comprehensive income, any exchange component of that gain or loss is recognised in other comprehensive income. The presentation is in the functional currency.

Translation of financial statements of other entities

Each entity in the group determines the appropriate functional currency as it reflects the primary economic environment in which the relevant reporting entity operates. In translating the financial statements of such an entity for incorporation in the consolidated financial statements in the presentation currency, the assets and liabilities denominated in other currencies are translated at end of the reporting year rates of exchange and the income and expense items for each statement presenting profit or loss and other comprehensive income are translated at average rates of exchange for the reporting year. The resulting translation adjustments (if any) are recognised in other comprehensive income and accumulated in a separate component of equity until the disposal of that relevant reporting entity.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Fair value measurement

The fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When measuring the fair value of an asset or a liability, market observable data to the extent possible is used. If the fair value of an asset or a liability is not directly observable, an estimate is made using valuation techniques that maximise the use of relevant observable inputs and minimise the use of unobservable inputs (e.g. by use of the market comparable approach that reflects recent transaction prices for similar items, discounted cash flow analysis, or option pricing models refined to reflect the issuer's specific circumstances). Inputs used are consistent with the characteristics of the asset or liability that market participants would take into account. The entity's intention to hold an asset or to settle or otherwise fulfil a liability is not taken into account as relevant when measuring fair value.

Fair values are categorised into different levels in a fair value hierarchy based on the degree to which the inputs to the measurement are observable and the significance of the inputs to the fair value measurement in its entirety: Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices). Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs). Transfers between levels of the fair value hierarchy are recognised at the end of the reporting period during which the change occurred.

The carrying values of current financial instruments approximate their fair values due to the short-term maturity of these instruments and the disclosures of fair value are not made when the carrying amount of current financial instruments is a reasonable approximation of the fair value. The fair values of non-current financial instruments may not be disclosed separately unless there are material differences at the end of the reporting year and in the event the fair values are disclosed in the relevant notes to the financial statements. The recurring measurements are made at each reporting year end date.

In making the fair value measurement for a non-financial asset, management determines the highest and best use of the asset and whether the asset is used in combination with other assets or on a stand-alone basis.

Revenue and income recognition

Revenue is recognised at an amount that reflects the consideration to which the entity expects to be entitled in exchange for transferring goods or services to a customer (which excludes estimates of variable consideration that are subject to constraints, such as right of return exists, and modifications), net of any related taxes and excluding any amounts collected on behalf of third parties. An asset (goods or services) is transferred when or as the customer obtains control of that asset. As a practical expedient the effects of any significant financing component is not adjusted if the payment for the good or service will be within one year.

Sale of goods - Revenue is recognised at a point in time when the performance obligation is satisfied by transferring a promised good to the customer. Control of the goods is transferred to the customer, generally on delivery of the goods (in this respect, incoterms are considered).

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Revenue and income recognition (cont'd)

Distinct goods or services created over time – For long-term service contracts and projects for constructing, manufacturing or developing an asset the value to the customer is created over time during the contract period and it is accounted for as a single performance obligation that is satisfied over time. This is because the customer simultaneously receives and consumes the benefits of the entity's performance in processing each transaction as and when each transaction is processed; the performance creates or enhances an asset (for example, work in progress) that the customer controls as the asset is created or enhanced; or the performance does not create an asset with an alternative use to the entity and the entity has an enforceable right to payment for performance completed to date. The revenue is recognised over time by using the input method. For the input method the revenue is recognised on the basis of the efforts or inputs to the satisfaction of a performance obligation such as costs incurred relative to the total expected input to the satisfaction of that performance obligation.

Rental income from operating leases is recognised in profit or loss on a straight-line basis over the term of the relevant lease unless another systematic basis is representative of the time pattern of the user's benefit, even if the payments are not on that basis.

Employee benefits

Contributions to a defined contribution retirement benefit plan are recorded as an expense as they fall due. The entity's legal or constructive obligation is limited to the amount that it is obligated to contribute to an independently administered fund (such as the Central Provident Fund in Singapore, a government managed defined contribution retirement benefit plan). For employee leave entitlement the expected cost of short-term employee benefits in the form of compensated absences is recognised in the case of accumulating compensated absences, when the employees render service that increases their entitlement to future compensated absences; and in the case of non-accumulating compensated absences, when the absences occur. A liability for bonuses is recognised where the entity is contractually obliged or where there is constructive obligation based on past practice.

For the subsidiaries in Malaysia, as required by law, the group make contributions to the independently administered fund (Employees' Provident Fund). The contributions are recognised as a liability after deducting any contribution already paid and as an expense in profit or loss in the period in which the employee render their services. Once the contributions have been paid, the group has no further payment obligations.

Pursuant to relevant regulations of the People's Republic of China ("PRC") government, the subsidiaries in the PRC have participated in a local municipal government retirement benefits scheme (the "Scheme"), whereby the subsidiaries in the PRC are required to contribute to a certain percentage to the basic salaries of its employees to the Scheme to fund their retirement benefits. The local municipal government undertakes to assume the retirement benefits obligations of those employees of the group. Contribution to the Scheme are recorded as an expense as they fall due.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Borrowing costs

Borrowing costs are interest and other costs incurred in connection with the borrowings. Interest expense is calculated using the effective interest rate method. Borrowing costs are recognised as an expense in the period in which they are incurred.

Income tax

Tax expense (tax income) is the aggregate amount included in the determination of profit or loss for the reporting year in respect of current tax and deferred tax. Current income tax is the expected tax payable on the taxable income for the reporting year; calculated using rates enacted or substantively enacted at the statements of financial position date; and inclusive of any adjustment to income tax payable or recoverable in respect of previous reporting years. Deferred tax is recognised using the liability method; based on temporary differences between the carrying amounts of assets and liabilities in the financial statements and their respective income tax bases; and determined using tax rates that have been enacted or substantively enacted by the reporting year end date and are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled. A deferred tax amount is recognised for all temporary differences, unless the deferred tax amount arises from the initial recognition of an asset or liability in a transaction which (i) is not a business combination; and (ii) at the time of the transaction, affects neither accounting profit nor taxable profit (tax loss).

A deferred tax liability or asset is recognised for all taxable temporary differences associated with investments in subsidiaries, branches and associates, and joint arrangements except where the reporting entity is able to control the timing of the reversal of the taxable temporary difference and it is probable that the taxable temporary difference will not reverse in the foreseeable future or for deductible temporary differences, they will not reverse in the foreseeable future and they cannot be utilised against taxable profits.

Property, plant and equipment

Property, plant and equipment are carried at cost on initial recognition and after initial recognition at cost less any accumulated depreciation and any accumulated impairment losses. Depreciation is provided on a straight-line method to allocate the gross carrying amounts of the assets less their residual values over their estimated useful lives of each part of an item of these assets (or, for certain leased assets, the shorter lease term). An asset is depreciated when it is available for use until it is derecognised even if during that period the item is idle.

Right-of-use assets

The right-of-use assets are accounted and presented as owned property, plant and equipment.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Investment properties

Investment property is property (land or a building or part of a building or both) held (by the owner or by the lessee as a right-of-use asset under a finance lease) to earn rentals or for capital appreciation or both, rather than for: (a) use in the production or supply of goods or services or for administrative purposes; or (b) sale in the ordinary course of business. It includes an investment property in the course of construction. After initial recognition at cost including transaction costs the cost model is used to measure the investment property using the treatment for property, plant and equipment, that is, at cost less any accumulated depreciation and any accumulated impairment losses. An investment property that meets the criteria to be classified as held for sale is carried at the lower of carrying amount and fair value. For disclosure purposes, the fair values are measured periodically on a systematic basis at least once in three years by external independent valuers having an appropriate recognised professional qualification and recent experience in the location and category of the property being valued.

Leases of lessee

A lease conveys the right to use an asset (the underlying asset) for a period in exchange for consideration. Lease payments are apportioned between finance costs and reduction of the lease liability to reflect the interest on the remaining balance of the liability. Leases with a term of 12 months or less and leases for low value are not recorded as a liability and lease payments are recognised as an expense in profit or loss on a straight-line basis over the lease term.

Subsidiaries

A subsidiary is an entity including unincorporated and special purpose entity that is controlled by the group and the group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. The existence and effect of substantive potential voting rights that the group has the practical ability to exercise (that is, substantive rights) are considered when assessing whether the group controls another entity.

In the company's separate financial statements, an investment in a subsidiary is accounted for at cost less any allowance for impairment in value. Impairment loss recognised in profit or loss for a subsidiary is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying value and the net book value of the investment in a subsidiary are not necessarily indicative of the amount that would be realised in a current market exchange.

Associates

An associate is an entity including an unincorporated entity in which the group has a significant influence and that is neither a subsidiary nor a joint arrangement of the group. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies. An investment in an associate includes goodwill on acquisition, which is accounted for in accordance with the financial reporting standard on business combinations.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Associates (cont'd)

In the company's separate financial statements, an investment in an associate is accounted for at cost less any allowance for impairment in value. Impairment loss recognised in profit or loss for an associate is reversed only if there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying value and the net book value of an investment in the associate are not necessarily indicative of the amounts that would be realised in a current market exchange.

In the consolidated financial statements, the accounting for investments in an associate is on the equity method. Under the equity method the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the investor's share of the investee's net assets. The carrying value and the net book value of the investment in the associate are not necessarily indicative of the amounts that would be realised in a current market exchange. The investor's profit or loss includes its share of the investee's profit or loss and the investor's other comprehensive income includes its share of the investee's other comprehensive income. Accounting policies of associates are changed where necessary to ensure consistency with the policies adopted by the group.

Joint ventures

A joint arrangement (that is, either a joint operation or a joint venture, depending on the rights and obligations of the jointly controlling parties to the arrangement), is one in which group is party to an arrangement of which two or more parties have joint control, which is the contractually agreed sharing of control of the arrangement; it exists only when decisions about the relevant activities (that is, activities that significantly affect the returns of the arrangement) require the unanimous consent of the parties sharing control. In a joint venture, the parties with joint control have rights to the net assets of the arrangement. The reporting interests in joint ventures are recognised using the equity method in accordance with the financial reporting standard on investments in associates and joint ventures (as described above for associates).

Business combination

A business combination is a transaction or other event which requires that the assets acquired and liabilities assumed constitute a business. It is accounted for by applying the acquisition method of accounting. The cost of a business combination includes the fair values, at the date of exchange, of assets given, liabilities incurred or assumed, and equity instruments issued by the acquirer, in exchange for control of the acquiree. The acquisition-related costs are expensed in the periods in which the costs are incurred and the services are received except for any costs to issue debt or equity securities that are recognised in accordance with the financial reporting standard on financial instruments. As of the acquisition date, the acquirer recognises, separately from goodwill, the identifiable assets acquired, the liabilities assumed and any non-controlling interest in the acquiree measured at acquisition-date fair values as defined in and that meet the conditions for recognition under the financial reporting standard on business combinations. If there is gain on bargain purchase, for the gain on bargain purchase a reassessment is made of the identification and measurement of the acquiree's identifiable assets, liabilities and contingent liabilities and the measurement of the cost of the business combination and any excess remaining after this reassessment is recognised immediately in profit or loss.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Business combination (cont'd)

The purchase accounting method is used for a business combination. It results in assets and liabilities of an acquired business being recorded at their estimated fair values on the acquisition date. The results of acquiree in a business combination are included in the consolidated financial statements from the date of the acquisition. Any excess consideration over the fair value of identified assets acquired and liabilities assumed is recognised as goodwill. Acquisition-related costs incurred are recognised as an expense in profit or loss. The management uses best estimates and assumptions to assign fair value to the tangible and intangible assets acquired and liabilities assumed at the acquisition date. The estimates are inherently uncertain and subject to refinement.

Non-controlling interest

The non-controlling interest is equity in a subsidiary not attributable, directly or indirectly, to the group as the parent. The non-controlling interest is presented in the consolidated statement of financial position within equity, separately from the equity of the owners of the parent. For each business combination, any non-controlling interest in the acquiree (subsidiary) is initially measured either at fair value or at the non-controlling interest's proportionate share of the acquiree's identifiable net assets. Profit or loss and each component of other comprehensive income are attributed to the owners of the parent and to the non-controlling interests. Total comprehensive income is attributed to the owners of the parent and to the non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Non-controlling interests reflect the portion of the profit or loss and net assets of a subsidiary attributable to equity interests that are not owned, directly or indirectly through subsidiaries, by the group. Losses applicable to the non-controlling interest in a subsidiary are allocated to the non-controlling interest even if these losses cause the non-controlling interest to have a debit balance. Remeasurements of non-controlling interests are based on a proportionate amount of the net assets of the subsidiary.

Goodwill

Goodwill is an asset representing the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognised. Goodwill is recognised as of the acquisition date measured as the excess of (a) over (b); (a) being the aggregate of: (i) the consideration transferred which generally requires acquisition-date fair value; (ii) the amount of any non-controlling interest in the acquiree measured in accordance with the financial reporting standard on business combinations (measured either at fair value or as the non-controlling interest's proportionate share of the acquiree's net identifiable assets); and (iii) in a business combination achieved in stages, the acquisition-date fair value of the acquirer's previously held equity interest in the acquiree; and (b) being the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed measured in accordance with the financial reporting standard on business combinations. Irrespective of whether there is any indication of impairment, an annual impairment test is performed at about the same time every year on goodwill. An impairment loss recognised for goodwill is not reversed in a subsequent period.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Goodwill (cont'd)

For the purpose of impairment testing and since the acquisition date of the business combination, goodwill is allocated to each cash generating unit ("CGU"), or groups of CGU that are expected to benefit from the synergies of the combination, irrespective of whether other assets or liabilities of the acquiree were assigned to those units or groups of units. Each unit or group of units to which the goodwill is so allocated represents the lowest level within the entity at which the goodwill is monitored for internal management purposes and is not larger than a segment.

Intangible assets other than goodwill

An identifiable non-monetary asset without physical substance is recognised as an intangible asset at acquisition cost if it is probable that the expected future economic benefits that are attributable to the asset will flow to the entity and the cost of the asset can be measured reliably. After initial recognition, an intangible asset with finite useful life is carried at cost less accumulated amortisation and any accumulated impairment losses.

Identifiable intangible assets acquired as part of a business combination are initially recognised separately from goodwill if the asset's fair value can be measured reliably, irrespective of whether the asset had been recognised by the acquiree before the business combination. An intangible asset is considered identifiable only if it is separable or if it arises from contractual or other legal rights, regardless of whether those rights are transferable or separable from the entity or from other rights and obligations.

Inventories

Inventories are stated at the lower of cost and selling price less costs to complete and sell. Cost is calculated using the first in first out method. Cost includes all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. In the case of manufactured inventories and work in progress, cost includes an appropriate share of overheads based on normal operating capacity.

Carrying amounts and assessment of impairment loss allowance on non-financial assets

The amounts of the non-current non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, the asset's recoverable amount is estimated. An impairment loss is recognised in the statement of profit or loss whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Irrespective of whether there is any indication of impairment, an annual impairment test is performed at about the same time every year on an intangible asset with an indefinite useful life or an intangible asset not yet available for use.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Financial instruments

Recognition and derecognition of financial instruments:

A financial asset or a financial liability is recognised when, and only when, the entity becomes party to the contractual provisions of the instrument. All other financial instruments (including regular-way purchases and sales of financial assets) are recognised and derecognised, as applicable, using trade date accounting or settlement date accounting. A financial asset is derecognised when the contractual rights to the cash flows from the financial asset expire or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the entity neither transfers nor retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset. A financial liability is removed from the statement of financial position when, and only when, it is extinguished, that is, when the obligation specified in the contract is discharged or cancelled or expires. At initial recognition the financial asset or financial liability is measured at its fair value plus or minus, in the case of a financial asset or financial liability not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition or issue of the financial asset or financial liability.

Categories of financial assets and financial liabilities:

The financial reporting standard on financial instruments requires the certain classification of financial assets and financial liabilities. At the end of the reporting year, the group had the following classes:

- Financial asset classified as measured at amortised cost: A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at fair value through profit or loss ("FVTPL"), that is (a) the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and (b) the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. Typically trade and other receivables, bank and cash balances are classified in this category.

- Financial asset classified as measured at FVTPL: All other financial assets are classified as measured at FVTPL. In addition, on initial recognition, management may irrevocably designate a financial asset as measured at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise from measuring assets or liabilities or recognising the gains and losses on them on different bases.

- Financial liabilities are classified as at FVTPL in either of the following circumstances: (1) the liabilities are managed, evaluated and reported internally on a fair value basis; or (2) the designation eliminates or significantly reduces an accounting mismatch that would otherwise arise. All other financial liabilities are carried at amortised cost using the effective interest method. Reclassification of any financial liability is not permitted.

2. Material accounting policy information and other explanatory information (cont'd)

2A. Material accounting policy information (cont'd)

Cash and cash equivalents

For the statement of cash flows, cash and cash equivalents includes cash and cash equivalents less cash subject to restriction and bank overdrafts payable on demand that form an integral part of cash management. Cash equivalents are short-term (three months or less), highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Cash flows are reported using the indirect method, whereby profit or loss is adjusted for the effects of transactions of a non-cash nature, and items of income or expense associated with investing or financing cash flows.

Derivative financial instruments

A derivative financial instrument is a financial instrument with all three of the following characteristics (a) its value changes in response to the change in a specified interest rate, financial instrument price, commodity price, foreign exchange rate, index of prices, credit ratings or other variable, provided in the case of a non-financial variable that the variable is not specific to a party to the contract; (b) it requires no initial net investment or an initial net investment that is smaller than would be required for other types of contracts that would be expected to have a similar response to changes in market factors; and (c) it is settled at a future date. The derivatives are initially recognised at fair value at the date a derivative contract is entered into and are subsequently classified as measured at FVTPL.

Other specific material accounting policy and other explanatory information

These are disclosed at the relevant notes to the financial statements.

2B. Judgements and sources of estimation uncertainties

Disclosures on material information about the assumptions management made about the future, and other major sources of estimation uncertainty at the end of the reporting year, that have a significant risk of resulting in a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed in the corresponding Notes to these financial statements. These estimates and assumptions are periodically monitored to ensure they incorporate all relevant information available at the date when financial statements are prepared. However, this does not prevent actual figures differing from estimates.

Assessing expected credit loss allowance on trade receivables:

The assessment of the expected credit losses ("ECL") requires a degree of estimation and judgement. In measuring the ECL, management considers all reasonable and supportable information such as the group's past experience at collecting receipts, any increase in the number of delayed receipts in the portfolio past the average credit period, and forward looking information such as forecasts of future economic conditions. The carrying amounts might change materially within the next reporting year but these changes may not arise from assumptions or other sources of estimation uncertainty at the end of the reporting year. The carrying amount of trade and other receivables is disclosed in the Note 24.

2. Material accounting policy information and other explanatory information (cont'd)

2B. Judgements and sources of estimation uncertainties (cont'd)

Assessing loss allowance on inventories:

The assessment of the allowance for impairment loss on inventories requires a degree of estimation and judgement. The level of the loss allowance is assessed by taking into account the recent sales experience, the ageing of inventories, other factors that affect inventory obsolescence and subsequent events. Possible changes in these estimates could result in revisions to the stated value of the inventories. The carrying amounts of inventories at the end of the reporting year is disclosed in the Note 23.

Assessing the terms of lease term or lease with extension or renewal options:

The lease liabilities are initially measured by discounting the lease payments over the lease terms. For leases with extension or renewal options, management applied judgement in determining whether such extension or renewal options should be reflected in measuring the lease liabilities. This requires the consideration of whether the facts and circumstances created an economic incentive for the exercise of the lease extension or renewal option. The amount of the lease liabilities at the end of the reporting year is disclosed in the Note 30.

Assessing the impairment of goodwill:

The amount of goodwill is tested annually for impairment. This annual impairment test is material and the process is complex and highly judgmental and is based on assumptions that are affected by expected future market or economic conditions. As a result, judgement is required in evaluating the assumptions and methodologies used by management, in particular those relating to the forecasted revenue growth and profit margins. The disclosures about goodwill are included in the Note 18. Small changes in the key assumptions used could give rise to an impairment of the goodwill balance in the future. Actual outcomes could vary from these estimates.

3. Related party relationships and transactions

The financial reporting standard on related party disclosures requires the group to disclose: (a) related party relationships, transactions and outstanding balances, including commitments, including (b) relationships between parents and subsidiaries irrespective of whether there have been transactions between those related parties. A party is related to a party if the party controls, or is controlled by, or can significantly influence or is significantly influenced by the other party.

The ultimate controlling party is Tan Sri Datuk Seri Panglima Lau Cho Kun @ Lau Yu Chak, the controlling shareholder of the group.

3. Related party relationships and transactions (cont'd)

3A. Members of a group

Name	Relationship	Country of incorporation
Gek Poh (Holdings) Sdn. Bhd.	Ultimate parent company	Malaysia
Hap Seng Consolidated Berhad	Intermediate parent company	Malaysia
Hap Seng Investment Holdings Pte. Ltd.	Immediate parent company	Singapore

Related companies in these financial statements include the members of the above group of companies. Associates also include those that are associates of members of the above group.

Related parties in these financial statements refer to the entities which the controlling shareholders and directors of the company as well as their family members, have a controlling interest in.

3B. Related party transactions

There are transactions and arrangements between the group and its related parties and the effects of these on the basis determined between the parties are reflected in these financial statements. The related party balances and transfer of resources, services or obligations, if any are unsecured, without fixed repayment terms and interest or charge unless stated otherwise.

Intragroup transactions and balances that have been eliminated in these consolidated financial statements are not disclosed as related party transactions and balances below.

In addition to the transactions and balances disclosed elsewhere in the notes to the financial statements, this item includes the following:

Material related party transactions:

	Group	
	2025 $'000	2024 $'000
Joint venture:		
Sale of goods	(1,583)	(504)
Other related parties:		
Sale of goods	(363)	(1,580)
Rental income	(211)	(246)
Secondment fee income	(348)	(733)
Secondment fee expense	251	1,605
Reimbursement of expenses payment on behalf of other related parties	(4)	(188)
Corporate management fee expense	638	797
Purchases of goods	1,888	13,691
Purchase rebates given	(2,471)	(1,143)
Rental expenses	2,561	2,029
Property management fee	336	234
Reimbursement of expenses	162	3,301
Purchase of motor vehicles	44	714
Receiving of services	326	197
Royalty fee expenses	152	–

3. Related party relationships and transactions (cont'd)

3C. Key management compensation

	Group	
	2025 $'000	2024 $'000
Salaries and other short-term employee benefits	3,169	3,474

The above amount is included under employee benefits expense. Included in the above amount are the following items:

	Group	
	2025 $'000	2024 $'000
Remuneration of director of the company	1,842	1,984
Fees to directors of the company	195	212
Fee to a director of a subsidiary of the company	140	140

Further information about the remuneration of individual directors is provided in the Corporate Governance Statement included in the annual report of the company.

Key management personnel include the directors and those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly. Key management compensation comprised those of directors and other key management personnel totalling 11 (2024: 13) persons. The above amounts do not include compensation if any of certain key management personnel and directors of the company who received compensation from related companies in their capacity as directors and or executives of those companies.

3D. Other receivables from and other payables to related parties

The trade transactions and the related receivables and payables balances arising from sales and purchases of goods and services are disclosed elsewhere in the notes to the financial statements.

The movements in other receivables from and other payables to related parties are as follows:

	Group	
	2025 $'000	2024 $'000
Joint venture:		
Balance at beginning of the year	1,624	1,575
Amounts paid out and settlement of liabilities on behalf of the joint venture	17	18
Amounts paid in and settlement of liabilities on behalf of the group	–	(11)
Foreign exchange adjustments	(78)	42
Balance at end of the year (Note 24)	1,563	1,624

3. Related party relationships and transactions (cont'd)

3D. Other receivables from and other payables to related parties (cont'd)

	Group	
	2025 $'000	2024 $'000
Other related parties:		
Balance at beginning of the year	1,836	2,217
Amounts paid out and settlement of liabilities on behalf of the other related parties	132	16,220
Amounts paid in and settlement of liabilities on behalf of the group	–	(16,624)
Foreign exchange adjustments	(2)	23
Balance at end of the year	1,966	1,836
Presented in the statement of financial position as follows:		
Other receivables (Note 24)	2,004	2,000
Other payables (Note 32)	(38)	(164)
	1,966	1,836
A director cum a shareholder:		
Balance at beginning of the year	7	(889)
Amounts paid out and settlement of liabilities on behalf of the director	–	889
Amount paid in and settlement of liabilities on behalf of the group	(7)	7
Balance at end of the year (Note 24)	–	7

	Company	
	2025 $'000	2024 $'000
Subsidiaries:		
Balance at beginning of the year	24,117	17,595
Amounts paid in and settlement of liabilities on behalf of the company	(10,260)	(10,894)
Dividend income	11,840	17,416
Balance at end of the year	25,697	24,117
Presented in the statement of financial position as follows:		
Other receivables (Note 24)	35,097	33,517
Other payables (Note 32)	(9,400)	(9,400)
	25,697	24,117

4. Financial information by operating segments

The group discloses financial and descriptive information about its consolidated reportable segments. Reportable segments are operating segments or aggregations of operating segments that meet specified criteria. Operating segments are components about which separate financial information is available that is evaluated regularly by the chief operating decision maker to allocate resources and in assessing performance. Generally, financial information on segments is reported on the same basis as is used internally for evaluating operating segment performance and deciding how to allocate resources to operating segments. Disclosure of information about operating segments, products and services, the geographical areas, and the major customers are made as required by the financial reporting standard on operating segments. This disclosure standard has no impact on the reported financial performance or financial position of the group.

4A. Information about reportable segment profit or loss, assets and liabilities

For management purposes, the group is organised into four major strategic operating segments: General, Project, Manufacturing and Others. Such a structural organisation is determined by the nature of risks and returns associated with each business segment and it defines the management structure as well as the internal reporting system. It represents the basis on which the management reports the primary segment information that is available and that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing the performance. They are managed separately because each business requires different strategies.

The goods in the General and Project segments comprise ceramic tiles, stone and wood furnishing for residential and commercial properties.

The segments and the types of products and services are as follows:

- General segment includes retail "walk-in" customers who purchase their requirements from the showrooms or customers (such as architecture, interior design and renovation firms) who make ad-hoc purchases for home renovation or small property development. The quantities purchased are typically small.

- Project segment includes customers who are usually involved in major property development projects, in residential, commercial, public and industrial sectors. Project customers include architecture firms, property developers and construction companies.

- Manufacturing segment includes manufacturing of ceramic tiles that cater to the customers' requirements and specifications. The quantities are generally large orders. The customers include property developers, wholesalers and distributors.

- Others segment relates to investing activities including net rental collected from properties.

Inter-segment sales are measured on the basis that the entity actually used to price the transfers. Internal transfer pricing policies of the group are as far as practicable based on market prices. The accounting policies of the operating segments are the same as those used by the group.

The management reporting system evaluates performances based on a number of factors. However, the primary profitability measurement to evaluate segment's operating results comprises two major financial indicators: (1) earnings from operations before depreciation and amortisation, finance cost, income taxes and share of profit from investee companies ("Recurring EBITDA"); and (2) operating results before income taxes and other unallocated items ("ORBIT").

4. Financial information by operating segments (cont'd)

4B. Profit or loss from continuing operations and reconciliations

The tables below illustrated the information about the reportable segment profit or loss, assets and liabilities.

	General $'000	Project $'000	Manu-facturing $'000	Others $'000	Un-allocated $'000	Group $'000
2025:						
Total revenue by segment	171,244	102,838	96,405	–	–	370,487
Inter-segment sales	(28,542)	(21,602)	(33,352)	–	–	(83,496)
Total revenue	142,702	81,236	63,053	–	–	286,991
Recurring EBITDA	42,728	16,281	(4,563)	5,431	477	60,354
Amortisation and depreciation expense	(8,134)	(1,818)	(960)	(2,213)	–	(13,125)
Finance costs	(4,749)	(497)	(2,025)	(3,447)	–	(10,718)
Negative goodwill arising from bargain purchase	–	–	–	234	–	234
Share of profit from an equity-accounted associate	–	–	–	1,285	–	1,285
Share of profit from a equity-accounted joint venture	–	–	–	765	–	765
ORBIT	29,845	13,966	(7,548)	2,055	477	38,795
Income tax expense						(7,744)
Profit, net of tax						31,051

4. Financial information by operating segments (cont'd)

4B. Profit or loss from continuing operations and reconciliations (cont'd)

The tables below illustrated the information about the reportable segment profit or loss, assets and liabilities. (cont'd)

	General $'000	Project $'000	Manu-facturing $'000	Others $'000	Un-allocated $'000	Group $'000
2024:						
Total revenue by segment	161,164	96,957	64,253	–	–	322,374
Inter-segment sales	(24,007)	(17,465)	(17,766)	–	–	(59,238)
Total revenue	137,157	79,492	46,487	–	–	263,136
Recurring EBITDA	37,308	21,969	(5,022)	428	884	55,567
Amortisation and depreciation expense	(8,408)	(1,971)	(672)	(1,582)	–	(12,633)
Finance costs	(6,141)	(461)	(1,719)	(3,855)	–	(12,176)
Negative goodwill arising from bargain purchase	–	–	–	529	–	529
Fair value gain on remeasurement of the previously held interests in the investee	–	–	–	446	–	446
Allowance for impairment of intangible assets	–	–	–	(898)	–	(898)
Gain on disposal of an investment property	–	–	–	3,759	–	3,759
Share of profit from an equity-accounted associate	–	–	–	1,528	–	1,528
Share of profit from a equity-accounted joint venture	–	–	–	787	–	787
ORBIT	22,759	19,537	(7,413)	1,142	884	36,909
Income tax expense						(8,210)
Profit, net of tax						28,699

4. Financial information by operating segments (cont'd)

4C. Assets, liabilities and reconciliations

	General $'000	Project $'000	Manufacturing $'000	Others $'000	Group $'000
2025:					
Segment assets	297,517	61,219	98,653	52,446	509,835
Segment liabilities	217,138	36,217	78,588	15,726	347,669
Deferred tax liabilities					1,697
Income tax payable					7,993
Total liabilities					357,359
2024:					
Segment assets	302,035	57,493	98,546	53,937	512,011
Segment liabilities	234,725	38,393	76,507	16,653	366,278
Deferred tax liabilities					1,634
Income tax payable					8,339
Total liabilities					376,251

4D. Other material items and reconciliations

	General $'000	Project $'000	Manufacturing $'000	Others $'000	Group $'000
Impairment of assets:					
2025	1,416	798	243	–	2,457
2024	(927)	733	–	898	704
Expenditure for non-current assets:					
2025	5,712	720	5,364	136	11,932
2024	5,509	173	1,970	4,877	12,529

4. Financial information by operating segments (cont'd)

4E. Geographical information

	Revenue		Non-current assets	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Singapore	171,389	167,049	240,284	245,511
Malaysia	54,534	53,879	29,962	26,745
Socialist Republic of Vietnam	199	673	18,700	20,265
People's Republic of China	8,490	4,959	6,656	7,318
Republic of the Union of Myanmar	2,066	488	1,702	999
United States of America	35,666	28,953	–	–
Taiwan	3,221	3,099	–	–
Thailand	835	1,231	–	–
Australia	356	512	–	–
Philippines	570	470	–	–
Republic of Indonesia	7,819	368	–	–
Japan	309	294	–	–
Hong Kong	66	255	–	–
Cambodia	679	201	–	–
Others	792	705	–	–
	286,991	263,136	297,304	300,838

Revenues are attributed to countries on the basis of the customer's location, irrespective of the origin of the goods and services. The non-current assets are analysed by the geographical area in which the assets are located. The non-current assets exclude any financial instruments.

4F. Information about major customers measured by revenue transactions

There was no customer with sale transactions over 10% of the group's revenue during the current and previous reporting years.

5. Revenue

5A. Revenue classified by type of good or service

	Group	
	2025 $'000	2024 $'000
Sale of goods	280,781	257,105
Revenue from installation services	6,210	6,031
Total revenue	286,991	263,136

5B. Revenue classified by duration of contract

	Group	
	2025 $'000	2024 $'000
Short-term contracts	286,991	263,136

5. Revenue (cont'd)

5C. Revenue classified by timing of revenue recognition

	Group	
	2025	2024
	$'000	$'000
Point in time	280,781	257,105
Over time	6,210	6,031
Total revenue	286,991	263,136

6. Interest income

	Group	
	2025	2024
	$'000	$'000
Interest income from financial institutions	121	204

7. Other income and gains and (other losses)

	Group	
	2025	2024
	$'000	$'000
Rental income	6,599	5,575
Sales of solar energy and renewable energy certificates	263	564
Fair value gains / (losses) on derivative financial instruments, net (Note 33)	46	(47)
Fair value losses on other financial assets, net (Note 22)	(56)	(94)
Foreign exchange adjustment losses, net	(260)	(535)
Loss on disposal of plant and equipment	(62)	(51)
Gain on disposal of investment property	–	3,759
Fair value gain on remeasurement of the previously held interests in the investee (Note 37)	–	446
Foreign worker levy rebates	8	15
Insurance compensation	1	10
Negative goodwill arising from acquisition of subsidiary (Note 37)	234	529
Miscellaneous income	355	372
Other government grants income	182	93
Other losses	–	(4)
	7,310	10,632
Presented in profit or loss as:		
Other income and gains	7,688	11,312
Other losses	(378)	(680)
	7,310	10,632

8. Employee benefits expense

	Group	
	2025 $'000	2024 $'000
Salaries, bonuses and other short-term benefits	32,593	31,842
Contributions to defined contribution plan	4,851	4,474
Total employee benefits expense	37,444	36,316

9. Impairment losses

	Group	
	2025 $'000	2024 $'000
Allowance/(reversal) for impairment of inventories (Note 23)	2,726	(690)
Allowance for impairment of intangible assets (Note 18)	–	898
Allowance for impairment of trade receivables:		
– Individually impaired (Note 24)	546	443
– Collectively impaired (Note 24)	85	8
Allowance for impairment of other receivables (Note 24)	–	14
Bad debts recovered – trade receivables	(16)	(18)
Bad debts written-off – trade receivables	412	49
Total impairment losses	3,753	704

10. Finance costs

	Group	
	2025 $'000	2024 $'000
Interest expenses on:		
– Bank loans	7,646	9,382
– Bill payables	2,286	1,955
– Lease liabilities	786	839
Total finance costs	10,718	12,176

11. Other expenses

The material components and other selected components include the following:

	Group	
	2025 $'000	2024 $'000
Hire of vehicles and machineries	2,071	1,359
Property tax	1,812	1,785
Commission	2,070	1,845
Upkeep of motor vehicles	1,252	1,252
Utilities expense	981	930
Expense relating to short-term leases (Note 30)	1,140	592
Audit fees paid to:		
– Independent auditors of the company	331	307
– Other independent auditors	49	39
Non-audit fees paid to:		
– Independent auditors of the company	–	50
– Other independent auditors	42	43

12. Income tax

12A. Components of tax expense recognised in profit or loss

	Group	
	2025 $'000	2024 $'000
Current tax expense:		
Current tax expense	8,024	8,356
Over adjustments in respect of prior years	(265)	(12)
Subtotal	7,759	8,344
Deferred tax income:		
Deferred tax income	(131)	(24)
Over adjustments in respect of prior years	116	(110)
Subtotal	(15)	(134)
Total income tax expense	7,744	8,210

The reconciliation of income taxes below is determined by applying Singapore corporate tax rate. The income tax in profit or loss varied from the amount determined by applying the Singapore income tax rate of 17% (2024: 17%) to profit before income tax as a result of the following differences:

	Group	
	2025 $'000	2024 $'000
Profit before income tax	38,795	36,909
Less:		
– Share of profit from an equity-accounted associate	(1,285)	(1,528)
– Share of profit from an equity-accounted joint venture	(765)	(787)
	36,745	34,594
Income tax expense at the above rate	6,247	5,881
Effect of different tax rates in different countries	97	166
Expenses not deductible for tax purposes	2,138	2,442
Tax exemptions	(589)	(157)
Over adjustments in respect of prior years	(149)	(122)
Total income tax expense	7,744	8,210

There are no income tax consequences of dividends to owners of the company.

12B. Deferred tax income recognised in profit or loss

	Group	
	2025 $'000	2024 $'000
Excess of net carrying amounts over tax values of property, plant and equipment	(27)	(302)
Provision	7	(15)
Deferred tax on unrealised profit for inventories	14	(37)
Deferred tax on fair value adjustments on inventories arising from acquisition of a subsidiary	(19)	(372)
Deferred tax on recognition of intangible assets arising from acquisition of a subsidiary	88	592
Total deferred tax income	63	(134)

12. Income tax (cont'd)

12C. Deferred tax balance in the statement of financial position

	Group	
	2025	2024
	$'000	$'000
Excess of net carrying amounts over tax values of property, plant and equipment	1,133	1,160
Provision	(175)	(182)
Deferred tax on unrealised profit for inventories	(314)	(328)
Deferred tax arising from acquisition of a subsidiary:		
– Deferred tax on fair value adjustment on inventories	(289)	(270)
– Deferred tax on fair value adjustment on intangible assets	1,342	1,254
Total deferred tax liabilities	1,697	1,634

It is impracticable to estimate the amount expected to be settled or used within one year.

Temporary differences arising in connection with interests in subsidiaries, associate and joint venture are insignificant.

13. Earnings per share

The following table illustrates the numerators and denominators used to calculate basic and diluted earnings per share of no par value:

	Group	
	2025	2024
	$'000	$'000
Profit, net of tax attributable to owners of the company	29,865	27,551

	Number of shares	
	2025	2024
	'000	'000
Weighted average number of equity shares:		
Basic	430,550	430,550

The weighted average number of equity shares refers to shares in circulation during the reporting year.

Basic earnings per share ratio is calculated by dividing profit, net of tax attributable to owners of the parent by the weighted average number of ordinary shares outstanding during each reporting year.

Diluted earnings per share are the same as basic earnings per share as there were no potential dilutive ordinary shares existing during the respective reporting years.

14. Dividends on equity shares

	Group and Company	
	2025	2024
	$'000	$'000
Second interim tax exempt (1-tier) dividends paid of 0.75 cent per share for FY2024 (FY2023: 0.75 cents)	3,229	3,229
Second special interim tax exempt (1-tier) dividends paid of 0.75 cent per share for FY2024 (FY2023: 0.75 cents)	3,229	3,229
Interim tax exempt (1-tier) dividends paid of 0.75 cent per share for FY2025 (FY2024: 0.75 cents)	3,229	3,229
Special interim tax exempt (1-tier) dividends paid of 0.50 cent per share for FY2025 (FY2024: 0.50 cents)	2,153	2,153
Total dividends paid	11,840	11,840

In respect of the current reporting year, the directors have proposed that a second interim dividend of 0.75 cent per share and a second special interim dividend of 0.75 cent per share with a total of $6,458,000 be paid to shareholders. There are no income tax consequences on the company. These dividends were approved by the board of directors on 6 February 2026 and have not been included as a liability in these financial statements. The dividends were paid on 25 February 2026.

15. Property, plant and equipment

Group	Leasehold properties $'000	Plant and equipment $'000	Construction in progress $'000	Motor vehicles $'000	Total $'000
Cost:					
At 1 January 2024	115,752	41,412	3,745	5,284	166,193
Additions	269	6,527	4,877	856	12,529
Disposals	–	(2,618)	–	(778)	(3,396)
Transfer to investment properties (Note 17)	–	661	(8,622)	–	(7,961)
Foreign exchange adjustments	15	1,098	–	12	1,125
At 31 December 2024	116,036	47,080	–	5,374	168,490
Additions	–	6,522	4,736	554	11,812
Acquisition of subsidiary	–	48	–	90	138
Disposals	(2,656)	(2,032)	–	(52)	(4,740)
Foreign exchange adjustments	(70)	866	–	8	804
At 31 December 2025	113,310	52,484	4,736	5,974	176,504
Accumulated depreciation:					
At 1 January 2024	30,993	16,136	–	3,936	51,065
Depreciation for the year	4,651	4,623	–	443	9,717
Disposals	–	(2,546)	–	(768)	(3,314)
Foreign exchange adjustments	4	163	–	2	169
At 31 December 2024	35,648	18,376	–	3,613	57,637
Depreciation for the year	4,476	5,240	–	413	10,129
Acquisition of subsidiary	–	42	–	90	132
Disposals	(2,502)	(1,662)	–	(52)	(4,216)
Foreign exchange adjustments	(27)	155	–	2	130
At 31 December 2025	37,595	22,151	–	4,066	63,812

15. Property, plant and equipment (cont'd)

Group	Leasehold properties $'000	Plant and equipment $'000	Construction in progress $'000	Motor vehicles $'000	Total $'000
Carrying value:					
At 1 January 2024	84,759	25,276	3,745	1,348	115,128
At 31 December 2024	80,388	28,704	–	1,761	110,853
At 31 December 2025	75,715	30,333	4,736	1,908	112,692

Allocation of depreciation expense

	Group	
	2025 $'000	2024 $'000
Capitalised as manufactured inventory costs	2,212	1,870
Expensed to profit or loss	7,917	7,847
	10,129	9,717

Company	Plant and equipment $'000	Motor vehicles $'000	Total $'000
Cost:			
At 1 January 2024, 31 December 2024 and 31 December 2025	2	506	508
Accumulated depreciation:			
At 1 January 2024	2	135	137
Depreciation for the year	–	101	101
At 31 December 2024	2	236	238
Depreciation for the year	–	101	101
At 31 December 2025	2	337	339
Carrying value:			
At 1 January 2024	–	371	371
At 31 December 2024	–	270	270
At 31 December 2025	–	169	169

The annual rates of depreciation are as follows:

Leasehold properties	–	Over the terms of leases from 2% to 12%
Plant and equipment	–	10% to 33%
Motor vehicles	–	20%

As at the end of the reporting year, the group's leasehold properties with carrying amount of $73,059,000 (2024: $77,500,000) are mortgaged for bank facilities (Note 29).

Certain motor vehicles are under lease liabilities (Note 30).

16. Right-of-use assets

Group	Leasehold land $'000	Premises $'000	Total $'000
Cost:			
At 1 January 2024	146,690	9,660	156,350
Additions	–	8,884	8,884
Modifications	–	(2,350)	(2,350)
Foreign exchange adjustments	14	697	711
At 31 December 2024	146,704	16,891	163,595
Additions	–	2,139	2,139
Acquisition of subsidiary	–	59	59
Write off	(2,215)	(612)	(2,827)
Foreign exchange adjustments	(64)	519	455
At 31 December 2025	144,425	18,996	163,421
Accumulated depreciation:			
At 1 January 2024	17,123	5,059	22,182
Depreciation for the year	2,200	3,557	5,757
Foreign exchange adjustments	4	(406)	(402)
At 31 December 2024	19,327	8,210	27,537
Depreciation for the year	2,525	3,783	6,308
Write off	(2,215)	(597)	(2,812)
Foreign exchange adjustments	(17)	239	222
At 31 December 2025	19,620	11,635	31,255
Carrying value:			
At 1 January 2024	129,567	4,601	134,168
At 31 December 2024	127,377	8,681	136,058
At 31 December 2025	124,805	7,361	132,166

As at the end of the reporting year, the group's land use rights with carrying amount of $110,496,000 (2024: $112,247,000) are mortgaged for bank facilities (Note 29). The land use rights relate to parcels of lands in Singapore and People's Republic of China.

Allocation of depreciation expense

	Group	
	2025 $'000	2024 $'000
Capitalised as manufactured inventory costs	2,272	2,006
Expensed to profit or loss	4,036	3,751
	6,308	5,757

16. Right-of-use assets (cont'd)

The above table includes land use rights. The details are as follows:

Group	Land use rights $'000
Cost:	
At 1 January 2024	128,829
Foreign exchange adjustments	14
At 31 December 2024	128,843
Foreign exchange adjustments	(64)
At 31 December 2025	128,779
Accumulated amortisation:	
At 1 January 2024	11,934
Amortisation for the year	1,508
Foreign exchange adjustments	5
At 31 December 2024	13,447
Amortisation for the year	1,870
Foreign exchange adjustments	(18)
At 31 December 2025	15,299
Carrying value:	
At 1 January 2024	116,895
At 31 December 2024	115,396
At 31 December 2025	113,480

The annual rates of depreciation are as follows:

Leasehold land	–	Over the terms of leases from 0.1% to 11.9%
Premises	–	Over the terms of leases from 11.1% to 66.7%

As at the end of the reporting year, other information about the leasing activities relating to the right-of-use assets are summarised as follows:

	Leasehold land		Premises	
	2025	2024	2025	2024
Number of right-of-use assets	8	10	25	25
Remaining term – range (years)	4.5 to 808.6	0.1 to 809.6	0.2 to 7.2	0.4 to 8.2
Remaining term – average (years)	128.8	104.0	2.7	3.2
Weighted average incremental borrowing rate applied to lease liabilities	3%	3%	4%	4%

Leasehold land

The group has made upfront payments for seven parcels of leasehold land in Singapore and People's Republic of China, which are used in the group's warehousing and business operations.

The leases from JTC Corporation are under a non-cancellable operating leases which are from eight to forty-seven years, and amounts payable are subject to annual revision. The variable rent adjustments in the JTC lease would include changes in market rental rates.

16. Right-of-use assets (cont'd)

Premises

The group leases warehouses and retail shops for the purpose of warehousing and retail operations.

The leases for the group's premises are negotiated for terms of one to three years.

17. Investment properties

Group	Freehold land $'000	Freehold property $'000	Leasehold properties $'000	Total $'000
Cost:				
At 1 January 2024	3,906	370	17,660	21,936
Disposals	(3,906)	(370)	–	(4,276)
Transfer from property, plant and equipment (Note 15)	–	–	7,961	7,961
At 31 December 2024	–	–	25,621	25,621
Additions	–	–	120	120
At 31 December 2025	–	–	25,741	25,741
Accumulated depreciation:				
At 1 January 2024	–	142	610	752
Depreciation for the year	–	27	175	202
Disposals	–	(169)	–	(169)
At 31 December 2024	–	–	785	785
Depreciation for the year	–	–	437	437
At 31 December 2025	–	–	1,222	1,222
Carrying value:				
At 1 January 2024	3,906	228	17,050	21,184
At 31 December 2024	–	–	24,836	24,836
At 31 December 2025	–	–	24,519	24,519

The annual rates of depreciation are as follows:

Freehold land	–	Unlimited useful life and therefore is not depreciated
Freehold property	–	5%
Leasehold properties	–	5%

	Group	
	2025 $'000	2024 $'000
Fair value at end of the year for disclosure purposes only	28,715	31,693
Rental income from investment properties	3,642	1,712
Direct operating expenses (including repairs and maintenance) arising from investment properties	(1,060)	(606)

17. Investment properties (cont'd)

There are no restrictions on the realisability of investment properties or the remittance of income and proceeds of disposal.

The investment properties are leased out under operating lease. Also see Note 36 on operating lease income commitments. The management has not entered into contractual obligations for the maintenance or enhancement of the investment properties.

The investment properties are mortgaged as security for the bank facilities (Note 29).

For fair value disclosure categorised within the fair value hierarchy below, a description of the valuation techniques and the significant other observable inputs used in the fair value measurement are as follows:

Asset:	6-Storey corner commercial building
Location:	51 Middle Road Singapore 188959
Tenure:	Leasehold 999 years with effect from 30 January 1835
Fair value:	$4,601,000 (2024: $4,601,000)
Fair value hierarchy:	Level 3 (2024: Level 3)
Valuation technique for recurring fair value measurements:	Comparison with market evidence on recent offer of sale prices for similar properties
Significant observable inputs and range (weighted average):	Price per square meter $2,778 (2024: $2,778)
Sensitivity on management's estimates – 10% variation from estimate:	Impact – lower by $460,000; higher by $460,000 (2024: Impact – lower by $460,000; higher by $460,000)
Asset:	11 contiguous conservation shophouses with 6-storey rear extension
Location:	161 Lavender Street Singapore 338750
Tenure:	Leasehold 99 years with effect from 2 December 2016
Fair value:	$27,092,000 (2024: $27,092,000)
Fair value hierarchy:	Level 3 (2024: Level 3)
Valuation technique for recurring fair value measurements:	Comparison with market evidence on recent offer of sale prices for similar properties
Significant observable inputs and range (weighted average):	Price per square meter $5,535 (2024: $5,535)
Sensitivity on management's estimates – 10% variation from estimate:	Impact – lower by $2,709,000; higher by $2,709,000 (2024: Impact – lower by $2,709,000; higher by $2,709,000)

The fair values of the investment properties located at 51 Middle Road Singapore 188959 and 161 Lavendar Street Singapore 338750 were measured by Knight Frank Pte. Ltd., a firm of independent professional valuers, in February 2026 based on the highest and best use method to reflect the actual market state and circumstances as of the end of the reporting year. The firm holds a recognised and relevant professional qualification with sufficient recent experience in the location and category of the investment properties being valued.

Management determined that the highest and best use of the asset is the current use and that it would provide maximum value to the market participants principally through its use in combination with other assets.

18. Intangible assets

Group	Trademark $'000	Goodwill $'000	Customer relationship $'000	Total $'000
Cost:				
At 1 January 2024	–	5,233	3,892	9,125
Arising from acquisition of a subsidiary (Note 37)	838	–	244	1,082
At 31 December 2024	838	5,233	4,136	10,207
Arising from acquisition of a subsidiary (Note 37)	–	–	433	433
At 31 December 2025	838	5,233	4,569	10,640
Accumulated amortisation and impairment:				
At 1 January 2024	–	–	649	649
Amortisation for the year	163	–	670	833
Impairment for the year (Note 9)	675	–	223	898
At 31 December 2024	838	–	1,542	2,380
Amortisation for the year	–	–	735	735
At 31 December 2025	838	–	2,277	3,115
Carrying value:				
At 1 January 2024	–	5,233	3,243	8,476
At 31 December 2024	–	5,233	2,594	7,827
At 31 December 2025	–	5,233	2,292	7,525

Goodwill is allocated to cash-generating units for the purpose of impairment testing. Each of those cash-generating units represents the group's investment by each subsidiary follows:

	Group	
	2025 $'000	2024 $'000
Subsidiary:		
Melmer Stoneworks Pte. Ltd.	5,233	5,233
Carrying value at end of the year	5,233	5,233

The goodwill was tested for impairment at the end of the reporting year. An impairment loss is the amount by which the carrying amount of an asset or a cash-generating unit exceeds its recoverable amount. The recoverable amounts of an asset cash-generating unit have been measured based on the fair value less costs of disposal method or the value in use method (whichever is higher) as appropriate for the separate CGUs.

18. Intangible assets (cont'd)

The value in use for each CGU was measured by management. The value in use is a recurring fair value measurement (Level 3). The quantitative information about the value in use measurement using significant unobservable inputs for the cash–generating units are consistent with those used for the measurement last performed, where relevant, and are set out as follows:

CGU – Melmer Stoneworks Pte. Ltd.
Valuation technique and Unobservable inputs
Discounted cash flow method:

	2025	2024
1. Estimated discount rates using post-tax rates that reflect current market assessments at the risks specific to the CGUs	12.1%	12.1%
2. Growth rates based on industry growth forecasts for revenue and not exceeding the average long-term growth rate for the relevant markets	2.0%	2.0%
3. Cash flow forecasts derived from the most recent financial budgets and plans approved by management	5 years 5.0% to 10.0%	5 years 5.0% to 10.0%

Actual outcomes could vary from these estimates. If the revised estimated gross margin at the end of the reporting year had been 5% less favourable than management's estimates at the end of the reporting year, the estimated recoverable amount would still be higher than the carrying amount of goodwill. If the revised estimated post-tax discount rate applied to the discounted cash flows had been 1 percent point less favourable than management's estimates, the estimated recoverable amount would still be higher than the carrying amount of goodwill.

19. Investments in subsidiaries

	Company	
	2025 $'000	2024 $'000
Unquoted equity shares at cost	9,239	9,239
Net book value of subsidiary in the books of the company	88,690	74,145

The listing of and information on the subsidiaries are given as below:

Name of subsidiaries, country of incorporation, place of operations and principal activities	Cost		Effective equity held by the group	
	2025 $'000	2024 $'000	2025 %	2024 %
Hafary Pte Ltd Singapore Importer and dealer of building materials	9,239	9,239	100	100

19. Investments in subsidiaries (cont'd)

The listing of and information on the subsidiaries are given as below (cont'd):

Name of subsidiaries, country of incorporation, place of operations and principal activities (cont'd)	Effective equity held by the group 2025 %	2024 %
Held through Hafary Pte Ltd:		
Surface Project Pte. Ltd. Singapore Distribution and wholesale of building materials	70	70
Surface Stone Pte. Ltd. Singapore Dealer of stones for home furnishing	90	90
Wood Culture Pte. Ltd. Singapore Dealer of wood for home furnishing	100	100
Hafary Centre Pte. Ltd. Singapore Investment holding	100	100
Hafary Vietnam Pte. Ltd. Singapore Investment holding	100	100
Hafary International Pte. Ltd. Singapore Importing and distribution of building materials	100	100
Hafary Trademarks Pte. Ltd. Singapore Intellectual property holding and management	100	100
Marble Trends Pte. Ltd. (1) Singapore Dormant	–	100
World Furnishing Hub Pte. Ltd. (2) Singapore Investment holding	100	100
Hafary Balestier Showroom Pte. Ltd. (3) Singapore Investment holding	51	51
Gres Universal Pte. Ltd. Singapore Distribution and wholesale of building materials	56	56

19. Investments in subsidiaries (cont'd)

The listing of and information on the subsidiaries are given as below (cont'd):

Name of subsidiaries, country of incorporation, place of operations and principal activities (cont'd)	Effective equity held by the group 2025 %	2024 %
Held through Hafary Pte Ltd (cont'd):		
Hafary Building Materials Pte. Ltd. Singapore Investment holding	100	100
Hafary W+S Pte. Ltd. Singapore Storage and warehousing of furniture and related products	100	100
Hafary Trading Sdn. Bhd. Malaysia Trading and distribution of building materials	100	100
Hafary Crescent Pte. Ltd. Singapore Cutting, shaping and finishing of stone and other holding companies (investment holding)	100	100
Hafary Element Pte. Ltd. Singapore Investment holding	95	95
Hafary Flagship Store Pte. Ltd. Singapore Investment holding	100	100
Melmer Stoneworks Pte. Ltd. Singapore Cutting, shaping and finishing of stone	50	50
Hafary Bathroom Pte. Ltd. Singapore Trading and distribution of sanitary wares	100	100
Hafary Shanghai Pte. Ltd. Singapore Investment holding	100	100
Held through Hafary International Pte. Ltd.:		
Foshan Hafary Trading Co., Limited People's Republic of China Importing, exporting and distribution of building materials	100	100

19. Investments in subsidiaries (cont'd)

The listing of and information on the subsidiaries are given as below (cont'd):

Name of subsidiaries, country of incorporation, place of operations and principal activities (cont'd)	Effective equity held by the group	
	2025	2024
	%	%
Held through Hafary Element Pte. Ltd.:		
International Ceramic Manufacturing Hub Pte. Ltd. Singapore Investment holding	67	67
Held through International Ceramic Manufacturing Hub Pte. Ltd.:		
International Ceramic Manufacturing Hub Sdn. Bhd. Malaysia Manufacturing, importing and exporting of building materials and investment holding	67	67
Held through International Ceramic Manufacturing Hub Sdn. Bhd.:		
PT ICMH Ceramic Indonesia (4) Indonesia Importing, exporting and distribution of building materials	67	67
Held through Hafary Building Materials Pte. Ltd.:		
Guangdong ITA Element Building Materials Co., Limited People's Republic of China Production and distribution of tiles	65	65
Held through Hafary Trading Sdn. Bhd. and Guangdong ITA Element Building Materials Co., Limited collectively:		
MML x Element International Pte. Ltd. Singapore Trading and distribution of building materials	83	83
Held through Guangdong ITA Element Building Materials Co., Limited:		
Foshan Element Building Material Co., Ltd. People's Republic of China Production and distribution of tiles	62	62
Foshan Element Ceramic Co., Ltd. People's Republic of China Production and distribution of tiles	65	65
Held through Hafary Shanghai Pte. Ltd.:		
Hafary Trading (Shanghai) Co., Ltd. (4) People's Republic of China Importing, exporting and distribution of building materials	100	100
MML (Shanghai) Trading Co., Ltd. (5) People's Republic of China Importing, exporting and distribution of building materials	100	–

19. Investments in subsidiaries (cont'd)

All the subsidiaries are audited by RSM SG Assurance LLP, a member firm of RSM International except for: (1) Foshan Hafary Trading Co., Limited, Guangdong ITA Element Building Materials Co., Limited and Foshan Element Ceramic Co., Ltd. are audited by SBA Stone Forest CPA Co., Ltd, an affiliated firm of RSM SG Assurance LLP for consolidation purpose; (2) Hafary Trading Sdn. Bhd. and International Ceramic Manufacturing Hub Sdn. Bhd. are audited by RSM Malaysia PLT, a member firm of RSM International of which RSM SG Assurance LLP in Singapore is a member; and (3) MML (Shanghai) Trading Co., Ltd. is audited by Shanghai Acumen Certified Public Accountants Co., Ltd..

(1) Struck off during the reporting year.

(2) On 17 January 2024, Hafary Pte Ltd acquired an additional 19% equity interest in World Furnishing Hub Pte. Ltd. ("WFH") from its non-controlling interest for a cash consideration at $4,465,000. As a result of this acquisition, the group holds 100% interest in WFH as at 31 December 2024.

(3) In the process of liquidation.

(4) Not audited as these subsidiaries are not material to the group.

(5) See Note 37 to the financial statements.

The carrying amounts of non-controlling interests are as follows:

	Group	
	2025	2024
	$'000	$'000
Surface Project Pte. Ltd.	5,141	4,889
Surface Stone Pte. Ltd.	611	461
International Ceramic Manufacturing Hub Sdn. Bhd.	(5,633)	(4,105)
Melmer Stoneworks Pte. Ltd.	6,350	5,259
Guangdong ITA Element Building Materials Co., Limited	59	338
Other subsidiaries with immaterial non-controlling interests	(171)	(350)
Total	6,357	6,492

Below are the summarised financial information for each subsidiary that has non-controlling interests that are material to the group. These are presented before inter-company eliminations.

19. Investments in subsidiaries (cont'd)

Summarised statement of profit or loss and other comprehensive income:

	Surface Project Pte. Ltd.		Surface Stone Pte. Ltd.		International Ceramic Manufacturing Hub Sdn. Bhd.		Melmer Stoneworks Pte. Ltd.		Guangdong ITA Element Building Material Co., Limited	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Revenue	24,793	22,619	12,236	6,466	96,405	71,406	13,494	12,533	8,846	9,533
Profit (loss) before income tax	4,557	4,438	2,093	1,113	(4,432)	(6,833)	3,156	2,885	(654)	(1,793)
Income tax expense	(716)	(712)	(265)	(132)	–	–	(397)	(419)	–	–
Profit (loss); net of tax	3,841	3,726	1,828	981	(4,432)	(6,833)	2,759	2,466	(654)	(1,793)
Total comprehensive income (loss)	3,841	3,726	1,828	981	(4,432)	(6,833)	2,759	2,466	(654)	(1,793)
Total comprehensive income (loss) allocated to non-controlling interests	1,152	1,118	183	98	(1,485)	(2,289)	1,379	1,233	(229)	(672)
Dividends paid to non-controlling interests	900	900	33	22	–	–	289	249	–	–

19. Investments in subsidiaries (cont'd)

Summarised statement of financial position:

	Surface Project Pte. Ltd.		Surface Stone Pte. Ltd.		International Ceramic Manufacturing Hub Sdn. Bhd.		Melmer Stoneworks Pte. Ltd.		Guangdong ITA Element Building Material Co., Limited	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Current:										
Assets	24,626	23,098	9,735	8,867	73,614	75,380	8,149	8,485	6,205	7,421
Liabilities	(7,733)	(6,918)	(3,661)	(4,292)	(93,499)	(88,305)	(2,695)	(2,707)	(5,880)	(6,319)
Total current net assets (liabilities)	16,893	16,180	6,074	4,575	(19,885)	(12,925)	5,454	5,778	325	1,102
Non-current:										
Assets	451	182	36	49	27,502	25,032	3,657	345	862	990
Liabilities	(163)	(21)	(4)	(14)	(7,616)	(10,800)	(958)	(152)	(481)	(642)
Total non-current net assets	288	161	32	35	19,886	14,232	2,699	193	381	348
Net assets (liabilities)	17,181	16,341	6,106	4,610	1	1,307	8,153	5,971	706	1,450

Summarised statement of cash flows:

Net cash flows from (used in) operating activities	4,081	1,956	603	786	9,566	(17,080)	3,164	3,399	592	979
Net cash flows from (used in) investing activities	(168)	257	(16)	41	(5,364)	(7,897)	(2,283)	(62)	(1,159)	(1,158)
Net cash flows from (used in) financing activities	(3,072)	(3,072)	(350)	(241)	(2,813)	24,446	(1,314)	(2,364)	199	608

20. Investment in an associate

	Group	
	2025	2024
	$'000	$'000
Unquoted equity shares at cost	2,061	2,061
Goodwill at cost	758	758
Share of post-acquisition profit, net of dividends	15,881	17,446
Carrying amount	18,700	20,265
Movements in carrying amount:		
At beginning of the year	20,265	20,351
Share of profit for the year	1,285	1,528
Dividends	(1,171)	(1,250)
Foreign exchange adjustments	(1,679)	(364)
At end of the year	18,700	20,265

The carrying amount of investment in the associate is denominated in Vietnamese Dong.

The details of the associate are given as below:

Name of associate, country of incorporation, place of operation and principal activities	Equity held by the Group	
	2025	2024
	%	%
Viet Ceramics International Joint Stock Company [1] Socialist Republic of Vietnam Importer and dealer of building materials	49	49

[1] Audited by RSM Vietnam Auditing & Consulting Limited, a member firm of RSM International of which RSM SG Assurance LLP in Singapore is a member.

The summarised financial information of the associate and the amounts (and not the reporting entity's share of those amounts) based on the financial statements of the associate are as follows:

	Group	
	2025	2024
	$'000	$'000
Dividends received from the associate	1,171	1,250
Revenue	33,821	35,971
Profit for the year	2,622	3,118
Non-current assets	3,270	3,602
Current assets	50,742	46,388
Current liabilities	(17,133)	(10,021)
Reconciliation:		
Net assets of the associate	36,880	39,969
Proportion of the group's interest in the associate	18,071	19,585
Goodwill on acquisition	758	758
Intangible assets on acquisition	90	90
Foreign exchange adjustments	(219)	(168)
	18,700	20,265

21. Investment in a joint venture

	Group	
	2025 $'000	2024 $'000
Unquoted equity shares at cost	5	5
Share of post-acquisition profit, net of dividends	1,697	994
Carrying amount	1,702	999
Movements in carrying amount:		
At beginning of the year	999	193
Share of profits for the year	765	787
Foreign exchange adjustments	(62)	19
At end of the year	1,702	999

The details of the joint venture are given as below:

Name of joint venture, country of incorporation, place of operation and principal activities	Equity held by the Group	
	2025 %	2024 %
Hafary Myanmar Investment Pte. Ltd. [1] Singapore Investment holding	33	33

[1] Audited by RSM SG Assurance LLP.

The group jointly controls Hafary Myanmar Investment Pte. Ltd. with other partners under the contractual agreements that require unanimous consent or two thirds of board of directors' consent for all major decisions over the relevant activities.

22. Other financial assets, non-current

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Quoted equity investment at fair value through profit or loss	187	244	187	244
Unquoted equity shares at cost	37	36	–	–
Carrying amount	224	280	187	244
Movements in carrying amount:				
At beginning of the year	280	374	244	338
Decrease in fair value through profit or loss under other losses (Note 7)	(56)	(94)	(57)	(94)
At end of the year (Level 1)	224	280	187	244

22. Other financial assets, non-current (cont'd)

The quoted equity investment is in the retail and distribution industry in Singapore and listed on Catalist which is a shares market on SGX-ST.

The fair value of the financial asset approximates to bid prices in an active market at the end of the reporting year. The financial asset is exposed to price risk of equity shares as disclosed in Note 38H.

There is no investment pledged as security for liabilities.

23. Inventories

	Group	
	2025 $'000	2024 $'000
Finished goods and goods for resale	111,541	102,741
Work in process	823	1,347
Raw material, consumables and supplies	11,783	12,301
Total inventories	124,147	116,389
Inventories are stated after allowance.		
Movements in allowance:		
At beginning of the year	17,511	18,198
Charged / (reversed) to profit or loss included in impairment losses (Note 9)	2,726	(690)
Foreign exchange adjustments	171	3
At end of the year	20,408	17,511

There are no inventories pledged as security for liabilities.

24. Trade and other receivables

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Trade receivables:				
Outside parties	50,802	56,591	–	–
Less: Allowance for impairment	(1,600)	(2,082)	–	–
Subsidiaries	–	–	2,574	2,911
Joint venture	501	107	–	–
Other related parties	140	118	–	–
Retention receivables on contracts	2,400	2,431	–	–
Net trade receivables – subtotal	52,243	57,165	2,574	2,911
Other receivables:				
Outside parties	853	700	–	1
Subsidiaries (Note 3D)	–	–	35,097	33,517
Joint venture (Note 3D)	1,563	1,624	–	–
A director cum a shareholder (Note 3D)	–	7	–	–
Other related parties (Note 3D)	2,004	2,000	–	–
Less: Allowance for impairment	(483)	(483)	–	–
Refundable deposits	3,166	4,376	–	–
Net other receivables – subtotal	7,103	8,224	35,097	33,518
Total trade and other receivables	59,346	65,389	37,671	36,429

24. Trade and other receivables (cont'd)

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Movements in above allowance on trade receivables:				
At beginning of the year	2,082	1,928	–	–
Additions – individually impaired (Note 9)	546	443	–	–
Additions – collectively impaired (Note 9)	85	8	–	–
Bad debts written-off	(1,126)	(297)	–	–
Foreign exchange adjustments	13	–	–	–
At end of the year	1,600	2,082	–	–
Movements in above allowance on other receivables:				
At beginning of the year	483	697	–	–
Additions – individually impaired (Note 9)	–	14	–	–
Bad debts written-off	–	(228)	–	–
At end of the year	483	483	–	–

The non-trade amounts due from subsidiaries are unsecured, interest-free and repayable on demand.

As the group and company do not hold any collateral, the maximum exposure to credit risk for each class of financial instruments is the carrying amount of that class of financial instruments presented in the statement of financial position except for financial guarantee contracts provided to banks (Note 38E).

(i) Concentration of credit risk

There is no significant concentration of credit risk with respect to trade receivables as the exposure is spread over a large number of counterparties and customers.

(ii) Credit risk exposure

The group determines concentrations of credit risk by monitoring the country of its trade receivables on an ongoing basis. The credit risk for trade receivables by countries at the end of the reporting period, approximately:

- 58% (2024: 53%) of the group's trade receivables from Singapore.
- 42% (2024: 47%) of the group's trade receivables from other countries.

At each subsequent reporting date, an evaluation is made whether there is a significant change in credit risk by comparing the debtor's credit risk at initial recognition (based on the original, unmodified cash flows) with the credit risk at the reporting date (based on the modified cash flows). Adjustment to the loss allowance is made for any increase or decrease in credit risk.

24. Trade and other receivables (cont'd)

As part of the process of setting customer credit limits, different credit terms are used. The average credit period generally granted to trade receivable customers is about 60 days (2024: 60 days). But some customers take a longer period to settle the amounts.

(a) Ageing analysis of the age of trade receivable amounts that are past due as at the end of the reporting year but not impaired:

	Group	
	2025	2024
	$'000	$'000
Trade receivables:		
1 to 30 days	7,546	11,244
31 to 60 days	1,759	1,637
61 to 90 days	781	1,223
Over 90 days	5,481	6,493
Total	15,567	20,597

(b) Ageing analysis as at the end of the reporting year of trade receivable amounts that are impaired:

	Group	
	2025	2024
	$'000	$'000
Trade receivables:		
Over 90 days	1,268	1,835

The allowance on trade receivables above is based on individual accounts totaling $1,268,000 (2024: $1,835,000) of the group that are determined to be impaired at the end of the reporting year. These are not secured.

Expected credit losses

The expected credit losses ("ECL") on the above trade receivables are based on the simplified approach to measuring ECL which uses a lifetime ECL allowance approach for all trade receivables recognised from initial recognition of these assets. These assets are grouped based on shared credit risk characteristics and the days past due for measuring the ECL including the impact of the current economic conditions. The allowance model is based on the historical observed default rates (over a period of 12 months to 18 months) over the expected life of the trade receivables and is adjusted for forward-looking estimates. At every reporting date the historical observed default rates are updated and changes in the forward-looking estimates are analysed. The loss allowance is computed based on invoice date of trade receivables, excluding retention receivables on contracts, is as follows:

Group:	Gross amount $'000	Expected loss rate %	Loss allowance $'000
2025:			
Current	23,156	0.5	121
1 to 30 days	12,580	0.6	71
31 to 60 days	7,593	0.6	47
61 to 90 days	1,779	1.1	20
Over 90 days	6,335	1.2	73
Total	51,443	0.6	332

24. Trade and other receivables (cont'd)

Expected credit losses (cont'd)

Group:	Gross amount $'000	Expected loss rate %	Loss allowance $'000
2024:			
Current	20,431	0.4	74
1 to 30 days	15,654	0.2	39
31 to 60 days	11,299	0.5	55
61 to 90 days	1,646	0.5	9
Over 90 days	7,786	0.9	70
Total	56,816	0.5	247

The loss allowance of $332,000 (2024: $247,000) for the group is included in the allowance for impairment of trade receivables amounting to $1,600,000 as at 31 December 2025 (2024: $2,082,000). There is no collateral held as security and other credit enhancements for the trade receivables held by the group and company.

The amounts are written-off when there are indications that there is no reasonable expectation of recovery or the failure of a debtor to make contractual payments over an extended period.

Other receivables are normally with no fixed terms and therefore there is no fixed maturity date. Other receivables are regarded as of low credit risk if they have a low risk of default and the debtor has a strong capacity to meet its contractual cash flow obligations in the near term. The methodology applied for impairment loss depends on whether there has been a significant increase in credit risk.

The loss allowance of Nil (2024: $14,000) for the group is included in the allowance for impairment of other receivables amounting to $483,000 as at 31 December 2025 (2024: $483,000).

25. Other non-financial assets

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Advance payments to suppliers	5,947	6,176	–	–
Contract assets (Note 25A)	111	110	–	–
Prepayments	278	215	4	4
Deposits to secure services	429	51	–	5
Lease incentives	19	55	–	–
Total other non-financial assets	6,784	6,607	4	9

25A. Contract assets

	Group	
	2025 $'000	2024 $'000
Consideration for work completed but not billed	111	110
The movements in contract assets are as follows:		
At beginning of the year	110	175
Cost incurred during the year on uncompleted contracts	909	1,678
Transfers to trade receivables	(908)	(1,743)
At the end of the year	111	110

25. Other non-financial assets (cont'd)

25A. Contract assets (cont'd)

The aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied (or partially unsatisfied) as of the end of the reporting year:

	Group	
	2025 $'000	2024 $'000
Expected to be recognised as revenue within 1 year	111	110

The contract assets are for: entity's rights to consideration for work completed but not billed at the reporting date on the contracts; costs incurred to obtain or fulfil a contract with a customer; costs to obtain contracts with customers; pre-contract costs and setup costs; and the amount of amortisation and any impairment losses recognised in the reporting year. The contract assets are transferred to the receivables when the rights become unconditional.

26. Cash and cash equivalents

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Not restricted in use	21,515	21,993	19	51
Cash pledged for bank facilities #	515	515	–	–
Total cash and cash equivalents	22,030	22,508	19	51

The interest earning balances are not material.

This is for amounts held by bankers to cover the bank facilities granted.

26A. Cash and cash equivalents in the consolidated statement of cash flows

	Group	
	2025 $'000	2024 $'000
Amount as shown above	22,030	22,508
Cash pledged for bank facilities	(515)	(515)
Cash and cash equivalents for consolidated statement of cash flows purposes at end of the year	21,515	21,993

26B. Non-cash transactions

	Group	
	2025 $'000	2024 $'000
Acquisitions of certain assets under property, plant and equipment that remains unpaid included under other payables	–	(322)
Acquisitions of certain assets under property, plant and equipment under lease contracts	(22)	(101)
Acquisitions of certain assets under right-of-use assets under lease contracts	(2,139)	(8,884)
	(2,161)	(9,307)

26. Cash and cash equivalents (cont'd)

26C. Reconciliation of liabilities arising from financing activities

Group:	At beginning of the year $'000	Cash flows $'000	Non-cash changes $'000	At end of the year $'000
2025:				
Long-term borrowings	152,055	(14,433)	–	137,622
Short-term borrowings	123,851	(4,665)	–	119,186
Lease liabilities	22,197	(5,126)	3,254 [(a)]	20,325
Total liabilities from financing activities	298,103	(24,224)	3,254	277,133
2024:				
Long-term borrowings	168,199	(16,144)	–	152,055
Short-term borrowings	86,302	37,549	–	123,851
Lease liabilities	18,442	(5,039)	8,794 [(a)]	22,197
Total liabilities from financing activities	272,943	16,366	8,794	298,103

[(a)] Interest expense and additions of right-of-use assets under lease contracts.

27. Share capital

	Group and Company	
	Number of shares issued '000	Share capital $'000
Ordinary shares of no par value:		
Balance at 1 January 2024, 31 December 2024 and 31 December 2025	430,550	26,930

The ordinary shares of no par value are fully paid, carry one vote each and have no right to fixed income. The company is not subject to any externally imposed capital requirements.

27. Share capital (cont'd)

Capital management:

In order to maintain its listing on the SGX-ST, it has to have share capital with a free float of at least 10% of the shares. The company met the capital requirement on its initial listing and the rules limiting treasury share purchases mean it will continue to satisfy that requirement, as it did throughout the reporting year. Management receives a report from the share registrars frequently on substantial share interests showing the non-free float to ensure continuing compliance with the 10% limit throughout the reporting year.

The management does not set a target level of gearing but uses capital opportunistically to support its business and to add value for shareholders. The key discipline adopted is to widen the margin between the return on capital employed and the cost of that capital.

The objectives when managing capital are: to safeguard the reporting entity's ability to continue as a going concern, so that it can continue to provide returns for owners and benefits for other stakeholders, and to provide an adequate return to owners by pricing the sales commensurately with the level of risk. The management sets the amount of capital to meet its requirements and the risk taken. The management manages the capital structure and makes adjustments to it where necessary or possible in the light of changes in conditions and the risk characteristics of the underlying assets. There were no changes in the approach to capital management during the reporting year. In order to maintain or adjust the capital structure, the management may adjust the amount of dividends paid to owners, return capital to owners, issue new shares, or sell assets to reduce debt. Adjusted capital comprises all components of equity (that is, share capital and reserves).

The management monitors the capital on the basis of the debt-to-adjusted capital ratio. This ratio is calculated as net debt divided by adjusted capital (as shown below). Net debt is calculated as total borrowings less cash and cash equivalents.

	Group	
	2025	2024
	$'000	$'000
Net debt:		
All current and non-current borrowings including leases	277,133	298,103
Less: Cash and cash equivalents	(22,030)	(22,508)
Net debt	255,103	275,595
Adjusted capital:		
Total equity	152,476	135,760
Debt-to-adjusted capital ratio	167.3%	203.0%

The decrease in the debt-to-capital ratio for the reporting year resulted primarily from the improved performance and reduction in net debts for the reporting year.

28. Foreign currency translation reserve

The foreign currency translation reserve represents exchange difference arising from the translation of the financial statements of foreign operations whose functional currencies are different from the presentation currency of the group. This reserve is not available for cash dividends unless realised.

29. Loans and borrowings

	Group	
	2025	2024
Non-current:	$'000	$'000
Bank loan F (secured) (Note 29C)	5,394	6,399
Bank loan H (secured) (Note 29E)	30,762	33,549
Bank loan I (secured) (Note 29F)	3,645	4,865
Bank loan J (secured) (Note 29F)	3,283	4,378
Bank loan P (secured) (Note 29H)	10,289	10,849
Bank loan Q (unsecured) (Note 29G)	–	226
Bank loan R (secured) (Note 29I)	22,505	23,639
Bank loan S (secured) (Note 29J)	–	588
Bank loan T (secured) (Note 29K)	4,846	5,376
Bank loan U (secured) (Note 29L)	53,100	56,100
Bank loan Y (unsecured) (Note 29N)	3,798	6,086
Non-current, total	137,622	152,055
Current:		
Bank loan A (secured) (Note 29A)	7,500	8,000
Bank loan B (secured) (Note 29A)	8,000	8,000
Bank loan D (unsecured) (Note 29B)	3,500	10,200
Bank loan E (unsecured) (Note 29B)	1,500	3,500
Bank loan F (secured) (Note 29C)	1,067	1,066
Bank loan G (secured) (Note 29D)	3,750	3,750
Bank loan H (secured) (Note 29E)	2,656	2,345
Bank loan I (secured) (Note 29F)	1,218	1,216
Bank loan J (secured) (Note 29F)	1,095	1,095
Bank loan L (secured) (Note 29A)	–	2,000
Bank loan M (unsecured) (Note 29G)	–	388
Bank loan N (unsecured) (Note 29G)	–	430
Bank loan O (unsecured) (Note 29G)	–	118
Bank loan P (secured) (Note 29H)	524	472
Bank loan Q (unsecured) (Note 29G)	226	382
Bank loan R (secured) (Note 29I)	1,135	1,135
Bank loan S (secured) (Note 29J)	585	562
Bank loan T (secured) (Note 29K)	496	439
Bank loan U (secured) (Note 29L)	3,000	3,000
Bank loan V (unsecured) (Note 29M)	9,500	12,000
Bank loan W (unsecured) (Note 29G)	–	480
Bank loan X (unsecured) (Note 29B)	1,583	1,522
Bank loan Y (unsecured) (Note 29N)	2,532	2,435
Bank loan AA (unsecured) (Note 29O)	–	485
Bank loan AB (unsecured) (Note 29B)	2,500	3,000
Bank loan AC (unsecured) (Note 29B)	3,165	1,522
Bank loan AD (unsecured) (Note 29B)	1,583	1,522
Bank loan AE (unsecured) (Note 29M)	1,835	932
Bank loan AF (unsecured) (Note 29M)	5,000	2,000
Trust receipts and bills payable (Note 29P)	55,236	49,855
Current, total	119,186	123,851
Total loans and borrowings	256,808	275,906
The non-current portion is repayable as follows:		
Due within two to five years	91,092	98,983
After five years	46,530	53,072
Total non-current portion	137,622	152,055

29. Loans and borrowings (cont'd)

The ranges of interest rates per annum paid were as follows:

	Group	
	2025	2024
	%	%
Bank loan A (secured)	2.35 to 4.10	4.20 to 5.09
Bank loan B (secured)	2.35 to 4.44	4.44 to 5.09
Bank loan D (unsecured)	2.60 to 4.46	4.37 to 5.35
Bank loan E (unsecured)	2.32 to 4.70	4.55 to 5.45
Bank loan F (secured)	1.58 to 3.05	1.58
Bank loan G (secured)	2.45 to 4.10	4.20 to 5.05
Bank loan H (secured)	2.25 to 4.24	–
Bank loan I (secured)	1.58 to 3.05	1.58
Bank loan J (secured)	1.58 to 3.05	1.58
Bank loan L (secured)	3.98 to 4.68	1.55 to 4.67
Bank loan M (unsecured)	2.00	2.00
Bank loan N (unsecured)	2.00	2.00
Bank loan O (unsecured)	2.00	2.00
Bank loan P (secured)	3.05 to 4.48	4.48 to 4.71
Bank loan Q (unsecured)	2.00	2.00
Bank loan R (secured)	3.40	1.50 to 3.40
Bank loan S (secured)	2.75 to 4.30	–
Bank loan T (secured)	1.50 to 3.40	1.50
Bank loan U (secured)	3.55	3.55 to 4.70
Bank loan V (unsecured)	2.32 to 4.00	4.10 to 4.95
Bank loan W (unsecured)	2.00	2.00
Bank loan X (unsecured)	4.70 to 4.98	4.98 to 5.07
Bank loan Y (unsecured)	5.04 to 5.29	5.25 to 5.31
Bank loan AA (unsecured)	3.90	3.75 to 3.90
Bank loan AB (unsecured)	2.00 to 4.78	4.78 to 4.87
Bank loan AC (unsecured)	4.61 to 4.95	4.92 to 4.93
Bank loan AD (unsecured)	4.61 to 4.96	4.92 to 4.94
Bank loan AE (unsecured)	3.55 to 3.65	3.90
Bank loan AF (unsecured)	2.33 to 4.77	4.77
Trust receipts and bills payable	2.25 to 5.38	3.98 to 5.45

29A. Bank loans A, B and L (secured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months).
(ii) Legal mortgage on certain leasehold properties (Note 15) and leasehold land (Note 16).
(iii) Corporate guarantee from the company.
(iv) Need to comply with certain financial covenants.

29B. Bank loans D, E, X, AB, AC and AD (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months).
(ii) Corporate guarantee from the company.
(iii) Need to comply with certain financial covenants.

29. Loans and borrowings (cont'd)

29C. Bank loan F (secured)

The agreements relate to two bank loans. They provide among other matters for the following:

(i) Repayable by equal monthly instalments over 20 years from November 2011 and July 2013 respectively.
(ii) Legal mortgage on certain leasehold properties (Note 15) and leasehold land (Note 16).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

29D. Bank loan G (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months), subject to yearly reduction of $750,000 over 8 years until the limit is reduced to $4,000,000.
(ii) Legal mortgage on certain leasehold properties (Note 15) and leasehold land (Note 16).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

29E. Bank loan H (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by over 3 years fixed principal instalment of $125,000 each and remaining by equal monthly instalments over 12 years commencing from May 2017.
(ii) Legal mortgage on a leasehold property (Note 15) and leasehold land (Note 16).
(iii) Legal assignment of insurance policies, performance bonds (if any), tenancy agreements and sale and purchase agreements in respect of the leasehold property.
(iv) Joint and several corporate guarantees from the company and a subsidiary.
(v) Personal guarantee from a director cum a shareholder.
(vi) Need to comply with certain financial covenants.

29F. Bank loans I and J (secured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by equal monthly instalments over 14 years from January 2016.
(ii) Legal mortgage on certain leasehold properties (Note 15) and leasehold land (Note 16).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

29G. Bank loans M, N, O, Q and W (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) The loans were drawn under the Enterprise Financing Scheme and repayable by monthly instalments over 5 years from the draw down date.
(ii) The loans have an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Corporate guarantee from the company.

29. Loans and borrowings (cont'd)

29H. Bank loan P (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 20 years.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold property (Note 15).
(iv) Corporate guarantee from the company.
(v) Need to comply with certain financial covenants.

29I. Bank loan R (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 25 years.
(ii) The loan has an interest servicing period for the first 6 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold land (Note 16).
(iv) Corporate guarantee from a subsidiary.
(v) Need to comply with certain financial covenants.

29J. Bank loan S (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold property (Note 15).
(iv) Corporate guarantee from the company.
(v) Need to comply with certain financial covenants.

29K. Bank loan T (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years.
(ii) Legal mortgage on a leasehold property (Note 15).
(iii) Corporate guarantee from a subsidiary.
(iv) Need to comply with certain financial covenants.

29. Loans and borrowings (cont'd)

29L. Bank loan U (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years, commencing March 2025.
(ii) The loan has an interest servicing period for the first 15 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a mix of leasehold property (Note 15), leasehold land (Note 16) and investment property (Note 17).
(iv) Corporate guarantee from the company and a subsidiary.
(v) Need to comply with certain financial covenants.

29M. Bank loan V, AE and AF (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 12 months from draw down date.
(ii) Corporate guarantee from the company.

29N. Bank loan Y (unsecured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years, commencing June 2025.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Corporate guarantee from the company.
(iv) Need to comply with certain financial covenants.

29O. Bank loan AA (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 12 months from draw down date.

29P. Trust receipts and bills payable

These are repayable within 150 to 180 days (2024: 150 to 180 days) and are guaranteed by the company.

30. Lease liabilities

	Group	
	2025	2024
	$'000	$'000
Lease liabilities, non-current	16,596	18,095
Lease liabilities, current	3,729	4,102
Total lease liabilities	20,325	22,197

30. Lease liabilities (cont'd)

Movements of lease liabilities for the reporting year are as follows:

	Group	
	2025	2024
	$'000	$'000
At beginning of reporting year	22,197	18,442
Additions	2,161	8,985
Acquisition from subsidiaries (Note 37)	61	–
Modification	(16)	(1,767)
Accretion of interest	786	839
Lease payments – principal portion paid	(5,126)	(5,039)
Interest paid	(23)	(22)
Foreign exchange adjustments	285	759
At end of reporting year	20,325	22,197

The lease liability above does not include the short-term leases of less than 12 months and leases of low-value underlying assets. Variable lease payments which do not depend on an index or a rate or based on a percentage of revenue are not included from the initial measurement of the lease liability and the right-of-use assets.

Lease liabilities under operating leases are secured by the right-of-use assets because these will revert to the lessor in the event of default.

Certain leases are secured by the lessors' charge over the leased assets as follows:

	Group	
	2025	2024
	$'000	$'000
Carrying amounts of motor vehicles and office equipment under lease liabilities	717	789

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is re-measured to reflect any reassessment or modification, or if there are changes to in-substance fixed payments. When the lease liability is re-measured, the corresponding adjustment is reflected in the right-of-use asset, or profit and loss if the right-of-use asset is already reduced to zero.

A summary of the maturity analysis of lease liabilities is disclosed in Note 38E. Total cash outflows from leases are shown in the consolidated statement of cash flows. The related right-of-use assets are disclosed in Note 16.

During the reporting year, expense of the group relating to short-term leases included in other expenses was $1,140,000 (2024: $592,000) (Note 11).

31. Provision

	Group	
	2025 $'000	2024 $'000
Provision for rebates	1,032	1,070
Movements in above provision:		
At beginning of the year	1,070	980
Additions	1,032	1,070
Used	(1,070)	(980)
At end of the year	1,032	1,070

The group gives rebates to its customers upon settlement of balances within average credit period granted i.e. 60 days (2024: 60 days).

32. Trade and other payables

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Trade payables:				
Outside parties and accrued liabilities	48,748	42,927	2,136	2,209
Other related parties	3,666	5,145	–	–
Trade payables – subtotal	52,414	48,072	2,136	2,209
Other payables:				
Outside parties [#a]	6,047	6,670	–	–
Subsidiary (Note 3D)	–	–	9,400	9,400
Other related party (Note 3D)	38	164	–	–
Deposits received	1,157	2,357	–	–
Other payables – subtotal	7,242	9,191	9,400	9,400
Total trade and other payables	59,656	57,263	11,536	11,609

[#a] Included in other payables is a loan from CNA Pte. Ltd., a shareholder of a subsidiary, International Ceramic Manufacturing Hub Pte. Ltd., amounting to $3,569,000 (2024: $3,687,000), which is unsecured, interest-free and repayable on demand.

33. Derivative financial liabilities

	Group	
	2025 $'000	2024 $'000
Forward foreign exchange contracts	(2)	(48)
The movements during the year were as follows:		
At beginning of the year	(48)	(1)
Increase (decrease) in fair value through profit or loss under other gains and (losses) (Note 7)	46	(47)
At end of the year	(2)	(48)

33. Derivative financial liabilities (cont'd)

33A. Forward foreign exchange contracts

The gross amounts of all notional values for contracts that have not yet been settled or cancelled at the end of the reporting year were as follows:

	Reference currency						
	United States Dollar		Euro		Chinese Renminbi		Total
	Principal	Fair value	Principal	Fair value	Principal	Fair value	Fair value
Group:	US$'000	$'000	€'000	$'000	¥'000	$'000	$'000
2025:							
Maturity							
Within 2 months	52	–	127	(1)	1,986	(1)	(2)
	52	–	127	(1)	1,986	(1)	(2)
2024:							
Maturity							
Within 2 months	188	–	1,887	(31)	3,347	(2)	(33)
Within 3 to 4 months	–	–	1,385	(15)	–	–	(15)
	188	–	3,272	(46)	3,347	(2)	(48)

The amount of notional value outstanding is not necessarily a measure or indication of market risk, as the exposure of certain contracts may be offset by that of other contracts.

The purpose of these contracts is to mitigate the fluctuations of expected purchases (forecast transactions) denominated in the foreign currencies indicated above. The forward foreign exchange contracts are put in place in order to hedge the anticipated purchases that will be made in the foreign currencies indicated over the next reporting year.

The fair value (Level 2) of forward foreign exchange contracts is based on current value of the difference between the contractual exchange rate and the market rate at the end of the reporting year. The valuation technique uses market observable inputs.

34. Other non-financial liabilities

	Group	
	2025	2024
	$'000	$'000
Contract liabilities – advance payments from customers	9,686	9,621
Lease incentives	90	91
Deferred income	70	82
Total other non-financial liabilities	9,846	9,794

The contract liabilities primarily relate to the advance consideration received from customers for which transfer of control occurs, and therefore revenue is recognised. The entity recognises revenue for each respective performance obligation when control of the goods or service transfers to the customer.

35. Capital commitments

Estimated amounts committed at the end of the reporting year for future capital expenditure but not recognised in the financial statements are as follows:

	Group	
	2025 $'000	2024 $'000
Commitment to purchase plant and equipment	68	512
Contractual obligations for construction works for investment property and property, plant and equipment	1,877	1,349
Total	1,945	1,861

36. Operating lease income commitments – as lessor

A maturity analysis of the undiscounted lease amounts to be received on an annual basis for a minimum of each of the first five years and a total of the amounts for the remaining years is as follows:

	Group	
	2025 $'000	2024 $'000
Not later than one year	4,540	4,500
Between one and two years	1,817	3,290
Between two and three years	917	730
Between three and four years	–	330
Total	7,274	8,850
Rental income for the year (Note 7)	6,599	5,575

Operating lease income commitments are for certain leasehold and freehold properties. The lease rental income terms are negotiated for an average term of three years and rentals are subject to an escalation clause but the amount of rent increase is not to exceed a certain percentage.

Initial direct costs incurred in negotiating and arranging an operating lease are added to the carrying amount of the leased asset and recognised on a straight-line basis over the lease term.

As the lessor, the group manages the risk associated with any rights it retains in the underlying assets including any means to reduce that risk. Such means may include, insurance coverage, buy-back agreements, residual value guarantees or variable lease payments for use in excess of specified limits, having clauses in the leases providing for compensation to the lessor when a property has been subjected to excess wear-and-tear during the lease term.

37. Acquisition of subsidiaries

MML (Shanghai) Trading Co., Ltd. ("MML Shanghai")

On 3 January 2025, the group acquired 100% of the existing shares of MML Shanghai. Accordingly, the group obtains control over MML Shanghai.

As at 31 December 2025, the group has finalised the purchase price allocation exercise and the fair values of the identifiable assets, liabilities, non-controlling interest, and the resultant negative goodwill on the date of acquisition.

	Pre-acquisition book value under SFRS(I) $'000	Fair value $'000
Group:		
Plant and equipment	6	6
Right-of-use asset	59	59
Customer relationships	–	433
Inventories	1,055	933
Trade and other receivables	591	591
Other non-financial assets	862	862
Cash and cash equivalents	2,678	2,678
Lease liabilities	(61)	(61)
Trade and other payables	(2,085)	(2,085)
Other non-financial liabilities	(303)	(303)
Deferred tax liabilities	–	(77)
Net identified assets	2,802	3,036
Less: Negative goodwill arising from bargain purchase (Note 7)	–	(234)
Purchase consideration	2,802	2,802

Reconciliation of purchase consideration:	
Cash consideration paid	2,802
Purchase consideration	2,802

Net cash outflow on acquisition is as follows:	
Cash and cash equivalents in subsidiary acquired	2,678
Less: Cash consideration paid	(2,802)
Net cash outflow on acquisition	(124)

Negative goodwill arising from the acquisition of MML Shanghai was recognised as follows:

	Group $'000
Cash consideration paid	2,802
Less: Fair value of identifiable net assets	(3,036)
Negative goodwill	(234)

The negative goodwill arising from the acquisition of MML Shanghai was recognised in "other income" in the group's consolidated profit or loss. The negative goodwill was attributed to the competitive negotiation with the seller.

37. Acquisition of subsidiaries (cont'd)

Guangdong ITA Element Building Materials Co., Limited ("ITA Element")

On 26 October 2023, the group acquired additional 15% of the existing shares ITA Element. Accordingly, the group's equity held increased from 50% to 65%.

During the reporting year ended 31 December 2024, the group has finalised the purchase price allocation exercise and the fair values of the identifiable assets, liabilities, non-controlling interest, and the resultant negative goodwill on the date of acquisition. The group has elected not to restate retrospectively, and the comparative figures remain from the previously reported amounts as the difference is not considered material to the group.

	Pre-acquisition book value under SFRS(I) $'000	Fair value $'000
Group:		
Plant and equipment	660	45
Other financial assets	36	36
Right-of-use asset	828	1,079
Customer relationships	–	838
Trademark	–	244
Inventories	4,075	4,484
Trade and other receivables	1,476	1,627
Other non-financial assets	1,453	2,120
Cash and cash equivalents	357	357
Lease liabilities	(841)	(1,096)
Income tax payable	(392)	(392)
Trade and other payables	(690)	(591)
Loans and borrowings	(1,821)	(1,821)
Other non-financial liabilities	(1,645)	(1,585)
Deferred tax liabilities	–	(321)
Net identified assets	3,496	5,024
Less: Non-controlling interest	(911)	(1,464)
Less: Negative goodwill arising from bargain purchase (Note 7)	–	(529)
Purchase consideration	2,585	3,031
Carrying value of the investment in the joint venture	1,744	1,744
Cash consideration paid	841	841
Fair value gain on remeasurement of the previously held interests in the investee (Note 7)	–	446
Purchase consideration, being fair value of the previously held 50% interests in the investee	2,585	3,031
Net cash outflow on acquisition is as follows:		
Cash and cash equivalents in subsidiary acquired	357	357
Less: Cash consideration paid	(841)	(841)
Net cash outflow on acquisition	(484)	(484)

38. Financial instruments: information on financial risks and other explanatory information

38A. Categories of financial assets and financial liabilities

The following table categorises the carrying amounts of financial assets and financial liabilities recorded at the end of the reporting year:

	Group		Company	
	2025 $'000	2024 $'000	2025 $'000	2024 $'000
Financial assets:				
Financial assets at amortised cost	81,376	87,897	37,690	36,480
Financial assets at fair value through profit or loss	224	280	187	244
	81,600	88,177	37,877	36,724
Financial liabilities:				
Financial liabilities at amortised cost	336,789	355,366	11,536	11,609
Derivatives financial instruments at fair value	2	48	–	–
	336,791	355,414	11,536	11,609

Further quantitative disclosures are included throughout these financial statements.

38B. Financial risk management

The main purpose for holding or issuing financial instruments is to raise and manage the finances for the entity's operating, investing and financing activities. There are exposures to the financial risks on the financial instruments such as credit risk, liquidity risk and market risk comprising interest rate risk, currency risk and price risk exposures. Management has certain practices for the management of financial risks. The guidelines set up the short and long term objectives and action to be taken in order to manage the financial risks. The guidelines include the following:

(i) Minimise interest rate, currency, credit and market risk for all kinds of transactions.
(ii) Maximise the use of "natural hedge": favouring as much as possible the natural off-setting of sales and costs and payables and receivables denominated in the same currency and therefore put in place hedging strategies only for the excess balance (if necessary). The same strategy is pursued with regard to interest rate risk.
(iii) All financial risk management activities are carried out and monitored by senior management staff.
(iv) All financial risk management activities are carried out following market practices.
(v) When appropriate, consideration is given to investing in shares or similar instruments.
(vi) When appropriate, consideration is given to entering into derivatives or any other similar instruments solely for hedging purposes.

The chief financial officer who monitors the procedures and reports to the Audit Committee of the board.

There have been no changes to the exposures to risks, the objectives, policies and processes for managing the risks and the methods used to measure the risks.

38. Financial instruments: information on financial risks and other explanatory information (cont'd)

38C. Fair values of financial instruments

The analyses of financial instruments that are measured subsequent to initial recognition at fair value, grouped into Levels 1 to 3 are disclosed in the relevant notes to the financial statements. These include the material financial instruments stated at amortised cost and at fair value in the statement of financial position. The carrying values of current financial instruments approximate their fair values due to the short-term maturity of these instruments. The disclosures of fair value are not made when the carrying amount of current financial instruments is a reasonable approximation of the fair value.

38D. Credit risk on financial assets

Financial assets subject to concentrations of credit risk and failures by counterparties to discharge their obligations in full or in a timely manner arise principally from cash balances with banks, receivables and other financial assets. The general approach in the financial reporting standard on financial instruments is applied to measure ECL allowance on financial assets the ECL allowance. On initial recognition, a day-1 loss is recorded equal to the 12 months ECL unless the assets are considered credit impaired. The ECL allowance for debt assets is recognised at an amount equal to the lifetime ECL if the credit risk on that financial instrument has increased significantly since initial recognition. However, for trade receivables that do not contain a material financing component or when the group applies the practical expedient of not adjusting the effect of a material financing component, the simplified approach in calculating ECL is applied. Under the simplified approach, the loss allowance is recognised at an amount equal to lifetime ECL at each reporting date using historical loss rates for the respective risk categories and incorporating forward-looking estimates. Lifetime ECL may be estimated individually or collectively.

For the credit risk on the financial assets an ongoing credit evaluation is performed on the financial condition of the debtors and any loss is recognised in profit or loss. Reviews and assessments of credit exposures in excess of designated limits are made. Renewals and reviews of credits limits are subject to the same review process.

Note 26 discloses the cash and cash equivalents balances. There was no identified impairment loss.

38E. Liquidity risk – financial liabilities maturity analysis

The liquidity risk refers to the difficulty in meeting obligations associated with financial liabilities that are settled by delivering cash or another financial asset. It is expected that all the liabilities will be settled at their contractual maturity.

The following table analyses the non-derivative financial liabilities by remaining contractual maturity (contractual and undiscounted cash flows) at the end of the reporting year:

Group:	Less than 1 year $'000	1 to 3 years $'000	3 to 5 years $'000	More than 5 years $'000	Total $'000
2025:					
Gross loans and borrowings	123,685	80,026	14,082	47,832	265,625
Lease liabilities	4,409	4,481	3,187	15,195	27,272
Trade and other payables	59,656	–	–	–	59,656
	187,750	84,507	17,269	63,027	352,553

38. Financial instruments: information on financial risks and other explanatory information (cont'd)

38E. Liquidity risk – financial liabilities maturity analysis (cont'd)

Group:	Less than 1 year $'000	1 to 3 years $'000	3 to 5 years $'000	More than 5 years $'000	Total $'000
2024:					
Gross loans and borrowings	134,619	92,211	22,062	64,228	313,120
Lease liabilities	4,840	5,497	3,026	16,307	29,670
Trade and other payables	57,263	–	–	–	57,263
	196,722	97,708	25,088	80,535	400,053

Company:	Less than 1 year $'000	Total $'000
2025:		
Trade and other payables	11,536	11,536
2024:		
Trade and other payables	11,609	11,609

The undiscounted amounts on the borrowings with fixed and floating interest rates are determined by reference to the conditions existing at the reporting date.

The following table analyses the derivative financial liabilities by remaining contractual maturity (contractual and undiscounted cash flows) at the end of the reporting year:

	Less than 1 year	
	2025 $'000	2024 $'000
Group:		
Forward foreign exchange contract	626	5,560

The above amounts disclosed in the maturity analysis are the contractual undiscounted cash flows and such undiscounted cash flows differ from the amount included in the statements of financial position. When the counterparty has a choice of when an amount is paid, the liability is included based on the earliest date on which it can be required to pay.

Financial guarantee contracts - For issued financial guarantee contracts, the maximum amount of the guarantee is allocated to the earliest period in which the guarantee could be called. At the end of the reporting year, no claims on the financial guarantees are expected to be payable. The following table shows the maturity analysis of the contingent liabilities from financial guarantees:

Company:	Less than 1 year $'000	1 to 3 years $'000	3 to 5 years $'000	More than 5 years $'000	Total $'000
2025:					
Financial guarantee contracts in favour of subsidiaries	115,720	70,280	11,428	28,563	225,991

38. Financial instruments: information on financial risks and other explanatory information (cont'd)

38E. Liquidity risk – financial liabilities maturity analysis (cont'd)

Company:	Less than 1 year $'000	1 to 3 years $'000	3 to 5 years $'000	More than 5 years $'000	Total $'000
2024:					
Financial guarantee contracts in favour of subsidiaries	120,860	74,549	14,519	33,972	243,900

The average credit period taken to settle trade payables is about 60 days (2024: 60 days). The other payables are with short-term durations. The classification of the financial assets is shown in the statement of financial position as they may be available to meet liquidity needs and no further analysis is deemed necessary. In order to meet such cash commitments, the operating activities are expected to generate sufficient cash inflows.

38F. Interest rate risk

Interest rate risk arises on interest-bearing financial instruments. The interest from financial assets is not material.

The following table analyses the breakdown of the significant financial instruments by type of interest rate at the end of the reporting year:

	Group	
	2025 $'000	2024 $'000
Financial liabilities with interest:		
Fixed rates	65,235	73,829
Floating rates	211,898	224,274
	277,133	298,103

The floating rate debt instruments are with interest rates that are re-set regular intervals. The interest rates are disclosed in the respective notes.

Sensitivity analysis:

	Group	
	2025 $'000	2024 $'000
Financial liabilities:		
A hypothetical variation in floating interest rates by 100 basis points with all other variables held constant, would have a decrease in pre-tax profit for the year by	2,119	2,243

The analysis has been performed for floating interest rate over a year for financial instruments. The impact of a change in interest rates on floating interest rate financial instruments has been assessed in terms of changing of their cash flows and therefore in terms of the impact on profit or loss. The hypothetical changes in basis points are not based on observable market data (unobservable inputs).

38. Financial instruments: information on financial risks and other explanatory information (cont'd)

38G. Foreign currency risk

Foreign exchange risk arises on financial instruments that are denominated in a foreign currency that is a currency other than the functional currency in which they are measured. Currency risk does not arise from financial instruments that are non-monetary items or from financial instruments denominated in the functional currency as defined in the financial reporting standard on financial instruments:

Analysis of amounts of financial assets and financial liabilities denominated in non-functional currencies at end of the reporting year is as follows:

Group	United States Dollar $'000	Euro $'000	Ringgit Malaysia $'000	Chinese Renminbi $'000	Total $'000
2025:					
Financial assets:					
Cash and cash equivalents	1,509	67	–	–	1,576
Trade and other receivables	4,536	–	4	–	4,540
Total financial assets	6,045	67	4	–	6,116
Financial liabilities:					
Trade and other payables	(8,250)	(1,003)	(1,126)	(406)	(10,785)
Total financial liabilities	(8,250)	(1,003)	(1,126)	(406)	(10,785)
Net financial assets / (liabilities)	(2,205)	(936)	(1,122)	(406)	(4,669)
2024:					
Financial assets:					
Cash and cash equivalents	83	1	–	–	84
Trade and other receivables	2,085	16	11	–	2,112
Total financial assets	2,168	17	11	–	2,196
Financial liabilities:					
Loans and borrowings	–	(4,382)	–	–	(4,382)
Trade and other payables	(170)	(1,224)	(252)	(1,109)	(2,755)
Total financial liabilities	(170)	(5,606)	(252)	(1,109)	(7,137)
Net financial assets / (liabilities)	1,998	(5,589)	(241)	(1,109)	(4,941)

There is exposure to foreign currency risk as part of the group's normal business. In particular, there is significantly exposure to United States Dollar, Euro, Ringgit Malaysia and Chinese Renminbi currency risk due to the large value of purchases denominated in these currencies and the group sells its goods in Singapore Dollar. In this respect, forward foreign exchange contracts are entered into for the purpose of hedging the purchases in United States Dollar, Euro, Ringgit Malaysia and Chinese Renminbi. Note 33A disclosed the forward foreign exchange contracts in place at the end of the reporting year.

38. Financial instruments: information on financial risks and other explanatory information (cont'd)

38G. Foreign currency risk (cont'd)

Sensitivity analysis:

	Group	
	2025 $'000	2024 $'000
A hypothetical 10% strengthening in the exchange rate of the functional currency $ against the following currencies with all other variables held constant would have an (adverse) favourable effect on pre-tax profit of:		
United States Dollar	221	(200)
Euro	94	559
Ringgit Malaysia	112	24
Chinese Renminbi	41	111

The above table shows sensitivity to the hypothetical percentage variations in the functional currency against the relevant non-functional foreign currencies. The sensitivity rate used is the reasonably possible change in foreign exchange rates. For similar rate weakening of the functional currency against the relevant foreign currencies above, there would be comparable impacts in the opposite direction.

In management's opinion, the above sensitivity analysis is unrepresentative of the foreign currency risks as the historical exposure does not reflect the exposure in future.

The hypothetical changes in exchange rates are not based on observable market data (unobservable inputs). The sensitivity analysis is disclosed for each non-functional currency to which the group has significant exposure at the end of the reporting year. The analysis above has been carried out on the basis that there are no hedged transactions.

38H. Equity price risk

There are investments in equity financial instruments. Such equity investments are exposed to both currency risk and price risk arising from uncertainties about future values of the financial instruments.

Sensitivity analysis: The effect on pre-tax profit is not material.

39. Changes and adoption of financial reporting standards

For the current reporting year, the Singapore Accounting Standards Committee issued certain new or revised financial reporting standards. None had material impact on the reporting entity.

SFRS (I) No.	Title
SFRS(I) 1-21	The Effects of Changes in Foreign Exchange Rates (amendment) Lack of Exchangeability

40. New or amended standards in issue but not yet effective

The Singapore Accounting Standards Committee issued certain new or revised financial reporting standards for the future reporting years. The transfer to the applicable new or revised standards from the effective dates is not expected to result in material modification of the measurement methods or the presentation in the financial statements for the following reporting year from the known or reasonably estimable information relevant to assessing the possible impact that application of the new or revised standards may have on the entity's financial statements in the period of initial application. Those applicable to the reporting entity for future reporting years are listed below.

SFRS (I) No.	Title	Effective date for periods beginning on or after
SFRS(I) 18	Presentation and disclosures in financial statements	1 January 2027

SFRS(I) 18 Presentation and Disclosure in Financial Statements. It replaces SFRS(I) 1-1. The new version includes (a) revised presentation of specified categories and defined subtotals in the statement of profit or loss; (b) new disclosures on management-defined performance measures in the notes to the financial statements; and (c) improved disclosures of aggregation and disaggregation of balances. It also requires the disclosure, for the comparative period immediately preceding the period in which this Standard is first applied, a reconciliation for each line item in the statement of profit or loss between (a) the restated amounts and (b) the amounts previously presented applying the replaced version.

APPENDIX E – UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS OF THE GROUP FOR 1HFY2026

The unaudited consolidated financial statements of the Group for 1HFY2026 as set out in this Appendix E have been reproduced from the announcement by the Company on 14 August 2026 and were not specifically prepared for inclusion in this Circular.

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HAFARY HOLDINGS LIMITED
INTERIM FINANCIAL STATEMENTS FOR THE PERIOD ENDED 30 JUNE 2026

Condensed Interim Consolidated Statement of Profit or Loss and Other Comprehensive Income For The Six Months Ended 30 June 2026

	Notes	2026 $'000	2025 $'000	Change %
Revenue	2	122,729	137,199	(10.5)
Interest income		50	50	–
Other income and gains		3,451	3,736	(7.6)
Changes in inventories of goods held for resale		3,299	1,705	93.5
Purchases and related costs		(72,803)	(83,997)	(13.3)
Employee benefits expenses		(18,435)	(18,100)	1.9
Amortisation and depreciation expenses		(6,720)	(6,516)	3.1
Impairment losses		(2,300)	(624)	268.6
Other losses		(518)	(167)	210.2
Finance costs		(4,577)	(5,565)	(17.8)
Other expenses		(11,697)	(10,886)	7.4
Share of profit from an equity-accounted associate		336	130	158.5
Share of profit from an equity-accounted joint venture		661	291	127.1
Profit before income tax		13,476	17,256	(21.9)
Income tax expense	4	(2,881)	(3,431)	(16.0)
Profit, net of tax		10,595	13,825	(23.4)
Other comprehensive income (loss)				
Item that may be reclassified subsequently to profit or loss				
Exchange differences on translating foreign operations, net of tax		1,472	(2,041)	(172.1)
Total comprehensive income for the period		12,067	11,784	2.4
Profit attributable to:				
- Owners of the parent, net of tax		10,184	13,087	(22.2)
- Non-controlling interests, net of tax		411	738	(44.3)
		10,595	13,825	(23.4)
Total comprehensive income attributable to:				
- Owners of the parent		11,730	11,046	6.2
- Non-controlling interests		337	738	(54.3)
		12,067	11,784	2.4
		Cents	Cents	
Earnings per share				
Basic and diluted		2.37	3.04	

Earnings per share (EPS) is derived by dividing the profit attributable to the owners of the parent by the weighted average number of ordinary shares in issue during the financial period.

Additional Information on the Interim Consolidated Statement of Profit or Loss For The Six Months Ended 30 June 2026

The following significant items of gains / (charges) were included in the consolidated statement of profit or loss.

	2026 $'000	2025 $'000	Change %
Rental income	2,931	3,411	(14.1)
Interest expense on borrowings	(4,183)	(5,171)	(19.1)
Interest expense on lease liabilities	(394)	(394)	–
Interest income	50	50	–
Depreciation of investment properties	(219)	(219)	–
Depreciation of property, plant and equipment	(4,177)	(3,902)	7.0
Depreciation of right-of-use assets	(1,956)	(2,071)	(5.6)
Amortisation of intangible assets	(368)	(324)	13.6
Reversal for impairment of trade receivables:			
- Individually impaired – reversal	7	4	75.0
- Collectively impaired – reversal	1	13	(92.3)
Bad debts written-off – trade receivables	(109)	(108)	0.9
Bad debts recovered – trade receivables	90	9	900.0
Allowance for impairment of inventories	(2,289)	(542)	322.3
Foreign exchange adjustment loss	(518)	(165)	213.9
Fair value gain on derivative financial instruments, net	2	46	(95.7)
Gain (loss) on disposal of plant and equipment	170	(4)	(4,350.0)
Government grants	27	42	(35.7)

Condensed Interim Statements of Financial Position
As at 30 June 2026

	Notes	Group 30 Jun 2026 $'000	Group 31 Dec 2025 $'000	Company 30 Jun 2026 $'000	Company 31 Dec 2025 $'000
ASSETS					
Non-current assets					
Property, plant and equipment	6	109,420	112,692	–	169
Right-of-use assets	7	132,338	132,166	–	–
Investment properties	8	24,346	24,519	–	–
Intangible assets	9	7,157	7,525	–	–
Investments in subsidiaries		–	–	18,739	9,239
Investment in an associate	10	18,301	18,700	–	–
Investment in a joint venture	11	2,455	1,702	–	–
Other financial assets		226	224	188	187
Total non-current assets		294,243	297,528	18,927	9,595
Current assets					
Inventories	12	132,362	124,147	–	–
Trade and other receivables	13	53,687	59,346	24,870	37,671
Other non-financial assets		7,572	6,784	78	4
Cash and cash equivalents		21,241	22,030	332	19
Total current assets		214,862	212,307	25,280	37,694
Total assets		509,105	509,835	44,207	47,289
EQUITY AND LIABILITIES					
Equity					
Share capital	14	26,930	26,930	26,930	26,930
Retained earnings		127,212	123,486	6,887	8,823
Foreign currency translation reserve	15	(2,751)	(4,297)	–	–
Equity, attributable to owners of the company		151,391	146,119	33,817	35,753
Non-controlling interests		5,221	6,357	–	–
Total equity		156,612	152,476	33,817	35,753
Non-current liabilities					
Deferred tax liabilities		1,308	1,697	–	–
Loans and borrowings, non-current	17, 18	129,285	137,622	–	–
Lease liabilities, non-current	17, 19	18,493	16,596	–	–
Total non-current liabilities		149,086	155,915	–	–
Current liabilities					
Income tax payable		7,001	7,993	–	–
Provision	20	1,114	1,032	–	–
Trade and other payables	21	50,383	59,656	10,390	11,536
Derivative financial liabilities		–	2	–	–
Loans and borrowings, current	17, 18	130,652	119,186	–	–
Lease liabilities, current	17, 19	2,567	3,729	–	–
Other non-financial liabilities		11,690	9,846	–	–
Total current liabilities		203,407	201,444	10,390	11,536
Total liabilities		352,493	357,359	10,390	11,536
Total equity and liabilities		509,105	509,835	44,207	47,289

The accompanying notes form an integral part of these financial statements.

Condensed Interim Statements of Changes in Equity
For The Six Months Ended 30 June 2026

Group:	Total equity $'000	Attributable to owners of the company subtotal $'000	Share capital $'000	Retained earnings $'000	Foreign currency translation reserve $'000	Non-controlling interests $'000
Current period:						
Opening balance at 1 January 2026	152,476	146,119	26,930	123,486	(4,297)	6,357
Changes in equity:						
Total comprehensive income for the period	12,067	11,730	–	10,184	1,546	337
Dividends paid (Note 5)	(6,458)	(6,458)	–	(6,458)	–	–
Dividends paid to non-controlling interests in subsidiaries	(1,473)	–	–	–	–	(1,473)
Closing balance at 30 June 2026	156,612	151,391	26,930	127,212	(2,751)	5,221
Previous period:						
Opening balance at 1 January 2025	135,760	129,268	26,930	105,461	(3,123)	6,492
Changes in equity:						
Total comprehensive income (loss) for the period	11,784	11,046	–	13,087	(2,041)	738
Dividends paid (Note 5)	(6,458)	(6,458)	–	(6,458)	–	–
Dividends paid to non-controlling interests in subsidiaries	(1,222)	–	–	–	–	(1,222)
Closing balance at 30 June 2025	139,864	133,856	26,930	112,090	(5,164)	6,008

Condensed Interim Statements of Changes in Equity (cont'd)
For The Six Months Ended 30 June 2026

Company:	Total equity $'000	Share capital $'000	Retained earnings $'000
Current period:			
Opening balance at 1 January 2026	35,753	26,930	8,823
Changes in equity:			
Total comprehensive income for the period	4,522	–	4,522
Dividends paid (Note 5)	(6,458)	–	(6,458)
Closing balance at 30 June 2026	33,817	26,930	6,887
Previous period:			
Opening balance at 1 January 2025	34,626	26,930	7,696
Changes in equity:			
Total comprehensive income for the period	5,958	–	5,958
Dividends paid (Note 5)	(6,458)	–	(6,458)
Closing balance at 30 June 2025	34,126	26,930	7,196

Condensed Interim Consolidated Statement of Cash Flows
For The Six Months Ended 30 June 2026

	2026 $'000	2025 $'000
Cash flows from operating activities		
Profit before income tax	13,476	17,256
Adjustments for:		
Interest expense on borrowings	4,183	5,171
Interest expense on lease liabilities	394	394
Interest income	(50)	(50)
Depreciation of property, plant and equipment	5,412	4,984
Depreciation of right-of-use assets	3,072	3,215
Depreciation of investment properties	219	219
Amortisation of intangible assets	368	324
(Gain) loss on disposal of plant and equipment	(170)	4
Share of profit from an equity-accounted associate	(336)	(130)
Share of profit from an equity-accounted joint venture	(661)	(291)
Net effect of exchange rate changes in consolidating subsidiaries	342	638
Operating cash flows before changes in working capital	26,249	31,734
Inventories	(8,215)	(888)
Trade and other receivables	3,630	5,348
Other non-financial assets	(788)	(998)
Provision	82	12
Trade and other payables	(9,253)	(8,910)
Derivative financial liabilities	(2)	(47)
Other non-financial liabilities	1,844	1,332
Net cash flows provided by operations	13,547	27,583
Income taxes paid	(4,263)	(4,219)
Net cash provided by operating activities	9,284	23,364
Cash flows from investing activities		
Purchase of property, plant and equipment	(1,995)	(2,738)
Proceeds from disposal of plant and equipment	359	119
Consolidation of a subsidiary net of cash acquired	–	(124)
Additions of equity interest in a joint venture	(64)	–
Net movements in amount due from joint ventures	32	85
Net movements in amount due from other related parties	1,998	(66)
Dividend income from an associate	877	–
Interest income received	50	50
Net cash flows provided by (used in) investing activities	1,257	(2,674)

Condensed Interim Consolidated Statement of Cash Flows (cont'd)
For The Six Months Ended 30 June 2026

	2026 $'000	2025 $'000
Cash flows from financing activities		
Dividends paid to equity owners	(6,458)	(6,458)
Dividends paid to non-controlling interests	(1,473)	(1,222)
Lease liabilities – principal portion paid	(2,379)	(2,528)
(Decrease) increase in trust receipts and bills payable	(5,250)	633
Increase from new borrowings	16,540	5,272
Decrease in loans and borrowings	(8,161)	(13,513)
Interest expense paid	(4,213)	(5,323)
Net cash flows used in financing activities	(11,394)	(23,139)
Net decrease in cash and cash equivalents	(853)	(2,449)
Net effect of exchange rate changes on cash and cash equivalents	64	(620)
Cash and cash equivalents, beginning balance	22,030	22,508
Cash and cash equivalents, ending balance	21,241	19,439

Notes to the Interim Financial Statements
30 June 2026

1. General

Hafary Holdings Limited (the "company") is incorporated in Singapore with limited liability. The financial statements are presented in Singapore dollars and they cover the company (referred to as "parent") and the subsidiaries. All financial information have been rounded to the nearest thousand ("$'000"), except when otherwise indicated.

The board of directors approved and authorised these condensed interim financial statements for issue on the date of this announcement.

The company is listed on the Main Board of Singapore Exchange Securities Trading Limited.

The principal activities of the group are disclosed in Note 2 on segment information.

The registered office and principal place of business of the company is located at 105 Eunos Avenue 3, Hafary Centre, Singapore 409836.

The financial information contained in this announcement has neither been audited nor reviewed by the auditors.

The latest audited annual financial statements were not subject to an adverse opinion, qualified opinion or disclaimer of opinion.

Basis of presentation

These condensed consolidated interim financial statements have been prepared in accordance with the Singapore Financial Reporting Standards (International) ("SFRS(I)") 1-34 Interim Financial Reporting issued by the Accounting Standards Council Singapore. They are also in compliance with the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board ("IASB") and the provisions of the SGX Mainboard Listing Rules.

The accounting policies and methods of computation applied in these condensed consolidated interim financial statements are consistent with those of the latest audited annual financial statements. However, the typical notes and information included in the latest audited annual financial statements are not included in these interim financial statements except for the selected explanatory notes included to explain events and transactions that are significant to an understanding of the changes in the performance and financial position the group since the latest audited annual financial statements.

Critical judgements, assumptions and estimation uncertainties

These estimates and assumptions are periodically monitored to ensure they incorporate all relevant information available at the date when financial statements are prepared. However, this does not prevent actual figures differing from estimates. The nature and the carrying amount of such significant assets and liabilities are disclose with further details in the relevant Notes to these condensed consolidated interim financial statements.

1. General (cont'd)

Critical judgements, assumptions and estimation uncertainties (cont'd)

Assessment of expected credit loss allowance on trade receivables:
The assessment of the expected credit losses ("ECL") requires a degree of estimation and judgement. In measuring the expected credit losses, management considers all reasonable and supportable information such as the reporting entity's past experience at collecting receipts, any increase in the number of delayed receipts in the portfolio past the average credit period, and forward looking information such as forecasts of future economic conditions. The carrying amounts might change materially within the next reporting year but these changes may not arise from assumptions or other sources of estimation uncertainty at the end of the reporting year. The carrying amount is disclosed in the note on trade and other receivables.

Assessment of allowance on inventories:
The assessment of the allowance for impairment loss on inventories requires a degree of estimation and judgement. The level of the loss allowance is assessed by taking into account the recent sales experience, the ageing of inventories, other factors that affect inventory obsolescence and subsequent events. Possible changes in these estimates could result in revisions to the stated value of the inventories. The carrying amount of inventories at the end of the reporting year is disclosed in the note on inventories.

Assessing the terms of lease term or lease with extension or renewal options:
The lease liabilities are initially measured by discounting the lease payments over the lease terms. For leases with extension or renewal options, management applied judgement in determining whether such extension or renewal options should be reflected in measuring the lease liabilities. This requires the consideration of whether the facts and circumstances created an economic incentive for the exercise of the lease extension or renewal option. The amount of the lease liabilities at the end of the reporting year is disclosed in note on lease liabilities.

Assessing the impairment of goodwill:
The amount of goodwill is tested annually for impairment. This annual impairment test is material and the process is complex and highly judgmental and is based on assumptions that are affected by expected future market or economic conditions. As a result, judgement is required in evaluating the assumptions and methodologies used by management, in particular those relating to the forecasted revenue growth and profit margins. The disclosures about goodwill are included in the Note 9. Small changes in the key assumptions used could give rise to an impairment of the goodwill balance in the future. Actual outcomes could vary from these estimates.

2. Financial information by operating segments

2A. Information about reportable segment profit or loss, assets and liabilities

Disclosure of information about operating segments, products and services, the geographical areas, and the major customers are made as required by the financial reporting standard on operating segments. This disclosure standard has no impact on the reported financial performance or financial position of the group.

2. Financial information by operating segments (cont'd)

2A. Information about reportable segment profit or loss, assets and liabilities (cont'd)

For management purposes, the group is organised into four major strategic operating segments: General, Project, Manufacturing and Others. Such a structural organisation is determined by the nature of risks and returns associated with each business segment and it defines the management structure as well as the internal reporting system. It represents the basis on which the management reports the primary segment information that is available and that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing the performance. They are managed separately because each business requires different strategies.

The goods in the General and Project segments comprise ceramic tiles, stone and wood furnishing for residential and commercial properties.

The goods in the Manufacturing segment comprise ceramic tiles manufactured by the plants operating at Kluang in Malaysia. The tiles are distributed to the domestic market as well as the global market.

The segments and the types of products and services are as follows:

- General segment includes retail "walk-in" customers who purchase their requirements from the showrooms or customers (such as architecture, interior design and renovation firms) who make ad-hoc purchases for home renovation or small property development. The quantities purchased are typically small.

- Project segment includes customers who are usually involved in major property development projects, in residential, commercial, public and industrial sectors. Project customers include architecture firms, property developers and construction companies.

- Manufacturing segment includes manufacturing of ceramic tiles that cater to the customers' requirements and specifications. The quantities are generally large orders. The customers include property developers, wholesalers and distributors.

- Others segment relates to investing activities including net rental collected from properties.

Inter-segment sales are measured on the basis that the entity actually used to price the transfers. Internal transfer pricing policies of the group are as far as practicable based on market prices. The accounting policies of the operating segments are the same as those described in the summary of significant accounting policies.

The management reporting system evaluates performances based on a number of factors. However, the primary profitability measurement to evaluate segment's operating results comprises two major financial indicators: (1) earnings from operations before amortisation and depreciation, interests and income taxes ("Recurring EBITDA"); and (2) operating results before income taxes and other unallocated items ("ORBIT").

2. Financial information by operating segments (cont'd)

2B. Profit or loss from continuing operations and reconciliations

The tables below illustrated the information about the reportable segment profit or loss, assets and liabilities.

	General	Project	Manufacturing	Others	Unallocated	Group
	$'000	$'000	$'000	$'000	$'000	$'000
6 months ended 30 June 2026:						
Total revenue by segment	74,837	46,118	36,600	–	–	157,555
Inter-segment sales	(15,305)	(7,097)	(12,424)	–	–	(34,826)
Total revenue	59,532	39,021	24,176	–	–	122,729
Recurring EBITDA	15,134	9,033	(2,729)	2,382	(44)	23,776
Amortisation and depreciation expense	(4,051)	(1,013)	(540)	(1,116)	–	(6,720)
Finance costs	(1,902)	(223)	(857)	(1,595)	–	(4,577)
Share of profit from an equity-accounted associate	–	–	–	336	–	336
Share of profit from equity-accounted a joint venture	–	–	–	661	–	661
ORBIT	9,181	7,797	(4,126)	668	(44)	13,476
Income tax expense						(2,881)
Profit, net of tax						10,595

2. Financial information by operating segments (cont'd)

2B. Profit or loss from continuing operations and reconciliations (cont'd)

	General $'000	Project $'000	Manufacturing $'000	Others $'000	Unallocated $'000	Group $'000
6 months ended 30 June 2025:						
Total revenue by segment	79,676	47,307	49,377	–	–	176,360
Inter-segment sales	(16,156)	(7,050)	(15,955)	–	–	(39,161)
Total revenue	63,520	40,257	33,422	–	–	137,199
Recurring EBITDA	20,008	7,600	(1,166)	2,316	158	28,916
Amortisation and depreciation expense	(4,013)	(971)	(409)	(1,123)	–	(6,516)
Finance costs	(2,528)	(273)	(1,025)	(1,739)	–	(5,565)
Share of profit from an equity-accounted associate	–	–	–	130	–	130
Share of profit from equity-accounted a joint venture	–	–	–	291	–	291
ORBIT	13,467	6,356	(2,600)	(125)	158	17,256
Income tax expense						(3,431)
Profit, net of tax						13,825

2C. Assets, liabilities and reconciliations

	General $'000	Project $'000	Manufacturing $'000	Others $'000	Group $'000
As at 30 June 2026:					
Segment assets	292,306	62,015	102,524	52,260	509,105
Segment liabilities	219,539	39,391	69,945	15,309	344,184
Deferred tax liabilities					1,308
Income tax payable					7,001
Total liabilities					352,493
As at 31 December 2025:					
Segment assets	297,517	61,219	98,653	52,446	509,835
Segment liabilities	217,138	36,217	78,588	15,726	347,669
Deferred tax liabilities					1,697
Income tax payable					7,993
Total liabilities					357,359

2. Financial information by operating segments (cont'd)

2D. Other material items and reconciliations

For 6 months ended 30 June:	General $'000	Project $'000	Manufacturing $'000	Others $'000	Group $'000
Impairment of assets:					
2026	1,923	184	193	–	2,300
2025	357	267	–	–	624
Expenditure for non-current assets:					
2026	749	260	940	46	1,995
2025	2,154	213	381	14	2,762

2E. Geographical information

	Revenue 6 months ended 30 June		Non-current assets	
	2026 $'000	2025 $'000	30 Jun 2026 $'000	31 Dec 2025 $'000
Singapore	79,537	79,737	238,715	240,284
Malaysia	19,749	27,363	28,019	29,962
Socialist Republic of Vietnam	3,086	160	18,301	18,700
People's Republic of China	3,305	4,421	6,527	6,656
Republic of the Union of Myanmar	773	441	2,455	1,702
United States of America	11,433	19,739	–	–
Taiwan	1,591	1,382	–	–
Thailand	1,131	429	–	–
Australia	193	177	–	–
Philippines	184	311	–	–
Republic of Indonesia	145	2,385	–	–
Japan	178	195	–	–
Cambodia	216	124	–	–
Others	1,208	335	–	–
	122,729	137,199	294,017	297,304

Revenues are attributed to countries on the basis of the customer's location, irrespective of the origin of the goods and services. The non-current assets are analysed by the geographical area in which the assets are located. The non-current assets exclude any financial instruments.

2F. Disaggregation of revenue from contracts with customers

	Revenue 6 months ended 30 June	
	2026 $'000	2025 $'000
Goods recognised at point in time	120,364	134,424
Services recognised over time	2,365	2,775
Total continuing operations	122,729	137,199

3. Related party transactions - Group

There are transactions and arrangements between the group and its related parties and the effects of these on the basis determined between the parties are reflected in these financial statements. The related party balances and transfer of resources, services or obligations, if any are unsecured, without fixed repayment terms and interest or charge unless stated otherwise.

Intragroup transactions and balances that have been eliminated in these consolidated financial statements are not disclosed as related party transactions and balances below.

In addition to transactions and balances disclosed elsewhere in the notes to the financial statements, this item includes the following:

	6 months ended 30 June	
	2026	2025
	$'000	$'000
Joint venture:		
Sales of goods	(633)	(395)
Other related parties:		
Sale of goods	(66)	(182)
Rental income	(105)	(105)
Secondment fee income	–	(187)
Service fee income	(46)	–
Reimbursement of expenses payment on behalf of other related parties	–	(4)
Purchases of goods	542	922
Rental expenses	1,204	1,269
Secondment fee expense	–	188
Reimbursement of expenses payment on behalf of the group	166	102
Property management charges	170	153
Receiving of services	332	284
Corporate management fee expense	347	313
Royalty fee expense	81	76

4. Income tax

	6 months ended 30 June	
	2026	2025
	$'000	$'000
Current tax expense:		
Current tax expense	3,292	3,426
(Over) under adjustments in respect of prior years	(26)	174
Subtotal	3,266	3,600
Deferred tax income:		
Deferred tax income	(294)	(116)
Over adjustments in respect of prior years	(91)	(53)
Subtotal	(385)	(169)
Total income tax expense	2,881	3,431

4. Income tax (cont'd)

The reconciliation of income taxes below is determined by using the tax rate that would be applicable to expected total annual earnings, that is, the estimated average annual effective income tax rate applied to the pre-tax income of the interim period:

	6 months ended 30 June	
	2026	2025
	$'000	$'000
Profit before income tax	13,476	17,256
Less:		
- Share of profit from an equity-accounted associate	(336)	(130)
- Share of profit from an equity-accounted joint venture	(661)	(291)
	12,479	16,835
Income tax expense at 17% (2025: 17%)	2,121	2,862
Effect of different tax rates in different countries	34	45
Expenses not deductible for tax purposes	1,290	859
Tax exemption and rebates	(447)	(456)
(Over) under adjustments in respect of prior years	(117)	121
Total income tax expense	2,881	3,431
Effective income tax rate for the period	23%	20%

5. Dividends on equity shares

	6 months ended 30 June	
	2026	2025
	$'000	$'000
Second interim tax exempt (1-tier) dividends paid of 0.75 cent per share for FY2025 (FY2024: 0.75 cent)	3,229	3,229
Second special interim tax exempt (1-tier) dividends paid of 0.75 cent per share for FY2025 (FY2024: 0.75 cent)	3,229	3,229
Total dividends paid during the period	6,458	6,458

6. Property, plant and equipment

Group	Leasehold properties $'000	Plant and equipment $'000	Construction in progress $'000	Motor vehicles $'000	Total $'000
Cost:					
At 1 January 2026	113,310	52,484	4,736	5,974	176,504
Additions	–	1,752	–	197	1,949
Disposals	–	(132)	–	(567)	(699)
Transfers	–	4,678	(4,678)	–	–
Foreign exchange adjustments	181	286	55	14	536
At 30 June 2026	113,491	59,068	113	5,618	178,290
Accumulated depreciation:					
At 1 January 2026	37,595	22,151	–	4,066	63,812
Depreciation for the period	2,148	3,051	–	213	5,412
Disposals	–	(78)	–	(432)	(510)
Foreign exchange adjustments	84	66	–	6	156
At 30 June 2026	39,827	25,190	–	3,853	68,870
Carrying value:					
At 1 January 2026	75,715	30,333	4,736	1,908	112,692
At 30 June 2026	73,664	33,878	113	1,765	109,420

Allocation of depreciation expense

	6 months ended 30 June 2026 $'000	2025 $'000
Capitalised as manufactured inventory costs	1,235	1,082
Expensed to profit or loss	4,177	3,902
Total depreciation for the period	5,412	4,984

As at the reporting period ended 30 June 2026, the group's leasehold properties with carrying amount of $71,007,000 (31 December 2025: $73,059,000) are mortgaged for bank facilities (Note 18).

Certain motor vehicles are under lease liabilities (Note 19).

7. Right-of-use assets

Group	Leasehold land $'000	Premises $'000	Total $'000
Cost:			
At 1 January 2026	144,425	18,996	163,421
Additions	–	782	782
Modification	2,453	(5,558)	(3,105)
Foreign exchange adjustments	165	118	283
At 30 June 2026	147,043	14,338	161,381
Accumulated depreciation:			
At 1 January 2026	19,620	11,635	31,255
Depreciation for the period	1,148	1,924	3,072
Modification	695	(6,061)	(5,366)
Foreign exchange adjustments	54	28	82
At 30 June 2026	21,517	7,526	29,043
Carrying value:			
At 1 January 2026	124,805	7,361	132,166
At 30 June 2026	125,526	6,812	132,338

Allocation of depreciation expense

	6 months ended 30 June 2026 $'000	2025 $'000
Capitalised as manufactured inventory costs	1,116	1,144
Expensed to profit or loss	1,956	2,071
Total depreciation for the period	3,072	3,215

As at the reporting period ended 30 June 2026, the group's land use rights with carrying amount of $109,660,000 (31 December 2025: $110,496,000) are mortgaged for bank facilities (Note 18). The land use rights relate to parcels of lands in Singapore and People's Republic of China.

Leasehold land
The group has made upfront payments for six parcels of leasehold land in Singapore and People's Republic of China, which are used in the group's warehousing and business operations.

The leases from JTC Corporation are under a non-cancellable operating leases which are from eight to forty-seven years, and amounts payable are subject to annual revision. The variable rent adjustments in the JTC lease would include changes in market rental rates.

Premises
The group leases warehouses and retail shops for the purpose of warehousing and retail operations.

The leases for the group's premises are negotiated for terms of one to three years.

8. Investment properties

Group	Leasehold properties $'000	Total $'000
Cost:		
At 1 January 2026	25,741	25,741
Additions	46	46
At 30 June 2026	25,787	25,787
Accumulated depreciation:		
At 1 January 2026	1,222	1,222
Depreciation for the period	219	219
At 30 June 2026	1,441	1,441
Carrying value:		
At 1 January 2026	24,519	24,519
At 30 June 2026	24,346	24,346

	30 Jun 2026 $'000	31 Dec 2025 $'000
Fair value at end of the period / year for disclosure purposes only	31,693	31,693

	6 months ended 30 June	
	2026 $'000	2025 $'000
Rental income from investment properties	1,835	1,483
Direct operating expenses (including repairs and maintenance) arising from investment properties	(539)	(433)

There are no restrictions on the realisability of investment properties or the remittance of income and proceeds of disposal.

The investment properties are mortgaged as security for the bank facilities (Note 18).

9. Intangible assets

Group	Trademark $'000	Goodwill $'000	Customer relationship $'000	Total $'000
Cost:				
At 1 January 2026 and 30 June 2026	838	5,233	4,569	10,640
Accumulated amortisation:				
At 1 January 2026	838	–	2,277	3,115
Amortisation for the period	–	–	368	368
At 30 June 2026	838	–	2,645	3,483
Carrying value:				
At 1 January 2026	–	5,233	2,292	7,525
At 30 June 2026	–	5,233	1,924	7,157

9. Intangible assets (cont'd)

Goodwill is allocated to cash-generating units for the purpose of impairment testing. Each of those cash-generating units represents the group's investment by each subsidiary follows:

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Subsidiary:		
Melmer Stoneworks Pte. Ltd.	5,233	5,233
Carrying value at end of the period / year	5,233	5,233

Goodwill is tested annually for impairment. The Group will perform impairment test of goodwill at the end of the financial year by comparing the carrying value of the cash-generating unit ("CGU") against the fair value less cost of disposal.

10. Investment in an associate

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Unquoted equity shares at cost	2,061	2,061
Goodwill at cost	758	758
Share of post-acquisition profit, net of dividends	15,482	15,881
Carrying amount	18,301	18,700
Movements in carrying amount:		
At beginning of the reporting period / year	18,700	20,265
Share of profit for the reporting period / year	336	1,285
Dividends	(877)	(1,171)
Foreign exchange adjustments	142	(1,679)
At end of the reporting period / year	18,301	18,700

The carrying amount of investment in the associate is denominated in Vietnamese Dong.

The details of the associate are given as below:

Name of associate, country of incorporation, place of operations and principal activities	Equity held by the Group	
	30 Jun 2026	31 Dec 2025
	%	%
Viet Ceramics International Joint Stock Company [#] Socialist Republic of Vietnam Importer and dealer of building materials	49	49

(#) Audited by RSM Vietnam Auditing & Consulting Limited, a member firm of RSM International of which RSM SG Assurance LLP in Singapore is a member.

11. Investment in a joint venture

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Unquoted equity shares at cost	69	5
Share of post-acquisition gains, net of dividends	2,386	1,697
Carrying amount	2,455	1,702
Movements in carrying amount:		
At beginning of the period / year	1,702	999
Additions	64	–
Share of profits for the period / year	661	765
Foreign exchange adjustments	28	(62)
At end of the period / year	2,455	1,702

The details of the joint venture are given as below:

Name of joint venture, country of incorporation, place of operation and principal activities	Equity held by the Group	
	30 Jun 2026 %	31 Dec 2025 %
Hafary Myanmar Investment Pte. Ltd. [#] Singapore Investment holding	50	33

(#) Audited by RSM SG Assurance LLP.

The group jointly controls Hafary Myanmar Investment Pte. Ltd. with other partners under the contractual agreements that require unanimous consent or two thirds of board of directors' consent for all major decisions over the relevant activities.

12. Inventories

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Finished goods and goods for resale	120,248	111,541
Work in process	7,516	823
Raw material, consumables and supplies	4,598	11,783
Total inventories	132,362	124,147
Inventories are stated after allowance. Movements in allowance:		
At beginning of the period / year	20,408	17,511
Charged to profit or loss included in impairment losses	2,289	2,726
Foreign exchange adjustments	551	171
At end of the period / year	23,248	20,408

There are no inventories pledged as security for liabilities.

13. Trade and other receivables

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Trade receivables:		
Outside parties	48,761	50,802
Less: Allowance for impairment	(1,594)	(1,600)
Joint venture	222	501
Other related parties	116	140
Retention receivables on contracts	2,088	2,400
Net trade receivables – subtotal	49,593	52,243
Other receivables:		
Outside parties	750	853
Joint venture	1,531	1,563
Less: Allowance for impairment	(483)	(483)
Other related parties	8	2,004
Refundable deposits	2,288	3,166
Net other receivables – subtotal	4,094	7,103
Total trade and other receivables	53,687	59,346
Movements in above allowance on trade receivables:		
At beginning of the period / year	1,600	2,082
(Reversal of) additions individually impaired	(7)	546
(Reversal of) additions collectively impaired	(1)	85
Bad debts written-off	–	(1,126)
Acquisition of subsidiary	2	13
At end of the period / year	1,594	1,600
Movements in above allowance on other receivables:		
At beginning of the period / year and at end of the period / year	483	483

As the group does not hold any collateral, the maximum exposure to credit risk for each class of financial instruments is the carrying amount of that class of financial instruments presented in the statement of financial position except for financial guarantee contracts provided to banks.

(i) Concentration of credit risk

There is no significant concentration of credit risk with respect to trade receivables as the exposure is spread over a large number of counter-parties and customers.

(ii) Credit risk exposure

The group determines concentrations of credit risk by monitoring the country of its trade receivables on an ongoing basis. The credit risk for trade receivables by countries at the end of the reporting period, approximately:

- 62% (31 December 2025: 58%) of the group's trade receivables from Singapore.
- 38% (31 December 2025: 42%) of the group's trade receivables from other countries.

13. Trade and other receivables (cont'd)

At each subsequent reporting date, an evaluation is made whether there is a significant change in credit risk by comparing the debtor's credit risk at initial recognition (based on the original, unmodified cash flows) with the credit risk at the reporting date (based on the modified cash flows). Adjustment to the loss allowance is made for any increase or decrease in credit risk.

As part of the process of setting customer credit limits, different credit terms are used. The average credit period generally granted to trade receivable customers is about 60 days (31 December 2025: 60 days). But some customers take a longer period to settle the amounts.

The allowance on trade receivables above is based on individual accounts totaling $1,263,000 (31 December 2025: $1,268,000) of the group that are determined to be impaired at the end of the reporting period / year. These are not secured.

Expected credit losses

The expected credit losses ("ECL") on the above trade receivables are based on the simplified approach to measuring ECL which uses a lifetime ECL allowance approach for all trade receivables recognised from initial recognition of these assets. These assets are grouped based on shared credit risk characteristics and the days past due for measuring the ECL including the impact of the current economic conditions. The allowance model is based on the historical observed default rates (over a period of 12 months to 18 months) over the expected life of the trade receivables and is adjusted for forward-looking estimates. At every reporting date the historical observed default rates are updated and changes in the forward-looking estimates are analysed.

The loss allowance of $331,000 (31 December 2025: $332,000) for the group is included in the allowance for impairment of receivables amounting to $1,594,000 as at 30 June 2026 (31 December 2025: $1,600,000). There is no collateral held as security and other credit enhancements for the trade receivables held by the group.

The amounts are written-off when there are indications that there is no reasonable expectation of recovery or the failure of a debtor to make contractual payments over an extended period.

Other receivables are normally with no fixed terms and therefore there is no fixed maturity date. Other receivables are regarded as of low credit risk if they have a low risk of default and the debtor has a strong capacity to meet its contractual cash flow obligations in the near term. The methodology applied for impairment loss depends on whether there has been a significant increase in credit risk.

At the end of the reporting period, a loss allowance of $483,000 (31 December 2025: $483,000) is recognised on other receivables.

14. Share capital

	Number of shares issued '000	Share capital $'000
Ordinary shares of no par value:		
Balance at 31 December 2025 and 30 June 2026	430,550	26,930

The company's subsidiaries do not hold shares in the company.

There was no movement in the issued and paid-up capital of the company since 31 December 2025.

There were no outstanding convertibles as at 30 June 2026 (30 June 2025: Nil).

The company did not hold any treasury shares as at 30 June 2026 (30 June 2025: Nil). There was no sale, transfer, disposal, cancellation and use of treasury shares during the six months ended 30 June 2026.

15. Foreign currency translation reserve

The foreign currency translation reserve represents exchange difference arising from the translation of the financial statements of foreign operations whose functional currencies are different from the presentation currency of the group. This reserve is not available for cash dividends unless realised.

16. Net asset value per share

	Group		Company	
	30 Jun 2026 Cents	31 Dec 2025 Cents	30 Jun 2026 Cents	31 Dec 2025 Cents
Net asset value per share based on existing issued share capital as at the respective dates	35.2	33.9	7.9	8.3

17. Aggregate amount of the group's borrowings and debt securities

	Secured		Unsecured	
	30 Jun 2026 $'000	31 Dec 2025 $'000	30 Jun 2026 $'000	31 Dec 2025 $'000
Repayable in one year or less, or on demand:				
Bank borrowings (Note 18)	38,096	31,027	42,570	32,923
Trust receipts and bills payable (Note 18)	1,298	853	48,688	54,383
Lease liabilities (Note 19)	150	204	2,417	3,525
Subtotal	39,544	32,084	93,675	90,831
Repayable after one year:				
Bank borrowings (Note 18)	123,325	133,824	5,960	3,798
Lease liabilities (Note 19)	–	56	18,493	16,540
Subtotal	123,325	133,880	24,453	20,338
Total	162,869	165,964	118,128	111,169

18. Loans and borrowings

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Non-current:		
Bank loan F (secured) (Note 18C)	4,771	5,394
Bank loan H (secured) (Note 18E)	29,227	30,762
Bank loan I (secured) (Note 18F)	3,036	3,645
Bank loan J (secured) (Note 18F)	2,734	3,283
Bank loan P (secured) (Note 18H)	10,020	10,289
Bank loan R (secured) (Note 18I)	21,937	22,505
Bank loan T (secured) (Note 18K)	–	4,846
Bank loan U (secured) (Note 18L)	51,600	53,100
Bank loan Y (unsecured) (Note 18N)	2,544	3,798
Bank loan AG (unsecured) (Note 18O)	3,416	–
Non-current, total	129,285	137,622
Current:		
Bank loan A (secured) (Note 18A)	10,000	7,500
Bank loan B (secured) (Note 18A)	8,000	8,000
Bank loan D (unsecured) (Note 18B)	5,000	3,500
Bank loan E (unsecured) (Note 18B)	1,500	1,500
Bank loan F (secured) (Note 18C)	1,156	1,067
Bank loan G (secured) (Note 18D)	3,750	3,750
Bank loan H (secured) (Note 18E)	2,814	2,656
Bank loan I (secured) (Note 18F)	1,218	1,218
Bank loan J (secured) (Note 18F)	1,096	1,095
Bank loan P (secured) (Note 18H)	534	524
Bank loan Q (unsecured) (Note 18G)	32	226
Bank loan R (secured) (Note 18I)	1,135	1,135
Bank loan S (secured) (Note 18J)	294	585
Bank loan T (secured) (Note 18K)	5,099	496
Bank loan U (secured) (Note 18L)	3,000	3,000
Bank loan V (unsecured) (Note 18M)	13,000	9,500
Bank loan X (unsecured) (Note 18B)	1,590	1,583
Bank loan Y (unsecured) (Note 18N)	2,544	2,532
Bank loan Z (unsecured) (Note 18B)	3,180	–
Bank loan AB (unsecured) (Note 18B)	2,500	2,500
Bank loan AC (unsecured) (Note 18B)	3,180	3,165
Bank loan AD (unsecured) (Note 18B)	3,180	1,583
Bank loan AE (unsecured) (Note 18M)	1,413	1,835
Bank loan AF (unsecured) (Note 18M)	5,000	5,000
Bank loan AG (unsecured) (Note 18O)	451	–
Trust receipts and bills payable (Note 18P)	49,986	55,236
Current, total	130,652	119,186
Total loans and borrowings	259,937	256,808
The non-current portion is repayable as follows:		
Due within two to five years	86,118	91,092
After five years	43,167	46,530
Total non-current portion	129,285	137,622

18. Loans and borrowings (cont'd)

The ranges of interest rates per annum paid were as follows:

	Group	
	30 Jun 2026	31 Dec 2025
	%	%
Bank loan A (secured)	2.18 to 2.45	2.35 to 4.10
Bank loan B (secured)	2.18 to 2.45	2.35 to 4.44
Bank loan D (unsecured)	2.55 to 2.68	2.60 to 4.46
Bank loan E (unsecured)	2.50 to 2.70	2.32 to 4.70
Bank loan F (secured)	2.18 to 3.05	1.58 to 3.05
Bank loan G (secured)	2.22 to 2.34	2.45 to 4.10
Bank loan H (secured)	2.00 to 3.72	2.25 to 4.24
Bank loan I (secured)	2.18 to 3.05	1.58 to 3.05
Bank loan J (secured)	2.18 to 3.05	1.58 to 3.05
Bank loan P (secured)	2.15 to 3.05	3.05 to 4.48
Bank loan Q (unsecured)	2.00	2.00
Bank loan R (secured)	3.40	3.40
Bank loan S (secured)	2.25	2.75 to 4.30
Bank loan T (secured)	1.99 to 3.40	1.50 to 3.40
Bank loan U (secured)	3.55	3.55
Bank loan V (unsecured)	2.21 to 2.40	2.32 to 4.00
Bank loan X (unsecured)	4.68 to 4.70	4.70 to 4.98
Bank loan Y (unsecured)	5.01 to 5.04	5.04 to 5.29
Bank loan Z (unsecured)	4.68 to 4.70	–
Bank loan AB (unsecured)	2.05 to 2.25	2.00 to 4.78
Bank loan AC (unsecured)	4.65 to 4.67	4.61 to 4.95
Bank loan AD (unsecured)	4.68 to 4.70	4.61 to 4.96
Bank loan AE (unsecured)	3.65	3.55 to 3.65
Bank loan AF (unsecured)	2.25 to 2.40	2.33 to 4.77
Bank loan AG (unsecured)	4.99	–
Trust receipts and bills payable	1.50 to 5.08	2.25 to 5.38

18A. Bank loans A and B (secured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months).
(ii) Legal mortgage on certain leasehold properties (Note 6) and leasehold land (Note 7).
(iii) Corporate guarantee from the company.
(iv) Need to comply with certain financial covenants.

18B. Bank loans D, E, X, Z, AB, AC and AD (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months).
(ii) Corporate guarantee from the company.
(iii) Need to comply with certain financial covenants.

18. Loans and borrowings (cont'd)

18C. Bank loan F (secured)

These relate to two loan facilities. The agreements for the bank loans provide among other matters for the following:

(i) Repayable by equal monthly instalments over 20 years from November 2011 and July 2013 respectively.
(ii) Legal mortgage on certain leasehold properties (Note 6) and leasehold land (Note 7).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

18D. Bank loan G (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months), subject to yearly reduction of $750,000 over 8 years until the limit is reduced to $4,000,000.
(ii) Legal mortgage on certain leasehold properties (Note 6) and leasehold land (Note 7).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

18E. Bank loan H (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by over 3 years fixed principal instalment of $125,000 each and remaining by equal monthly instalments over 12 years commencing from May 2017.
(ii) Legal mortgage on a leasehold property (Note 6) and leasehold land (Note 7).
(iii) Legal assignment of insurance policies, performance bonds (if any), tenancy agreements and sale and purchase agreement in respect of the leasehold property.
(iv) Joint and several corporate guarantees from the company and a subsidiary.
(v) Personal guarantee from a director cum a shareholder.
(vi) Need to comply with certain financial covenants.

18F. Bank loans I and J (secured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by equal monthly instalments over 14 years from January 2016.
(ii) Legal mortgage on certain leasehold properties (Note 6) and leasehold land (Note 7).
(iii) Corporate guarantees from the company and a subsidiary.
(iv) Need to comply with certain financial covenants.

18G. Bank loans Q (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) The loans were drawn under the Enterprise Financing Scheme and repayable by monthly instalments over 5 years from the draw down date.
(ii) The loans have an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Corporate guarantee from the company.

18. Loans and borrowings (cont'd)

18H. Bank loan P (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 20 years.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold property (Note 6).
(iv) Corporate guarantee from the company.
(v) Need to comply with certain financial covenants.

18I. Bank loan R (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 25 years.
(ii) The loan has an interest servicing period for the first 6 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold property (Note 6).
(iv) Corporate guarantee from a subsidiary.
(v) Need to comply with certain financial covenants.

18J. Bank loan S (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a leasehold property (Note 6).
(iv) Corporate guarantee from the company.
(v) Need to comply with certain financial covenants.

18K. Bank loan T (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years.
(ii) Legal mortgage on a leasehold property (Note 6).
(iii) Corporate guarantee from a subsidiary.
(iv) Need to comply with certain financial covenants.

18. Loans and borrowings (cont'd)

18L. Bank loan U (secured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years from March 2024.
(ii) The loan has an interest servicing period for the first 15 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Legal mortgage on a mix of leasehold property (Note 6), leasehold land (Note 7) and investment property (Note 8).
(iv) Corporate guarantee from the company and a subsidiary.
(v) Need to comply with certain financial covenants.

18M. Bank loan V, AE and AF (unsecured)

The agreements for the bank loans provide among other matters for the following:

(i) Repayable by one lump sum within 6 months (unless rolled over for another interest period of up to 6 months).
(ii) Corporate guarantee from the company.

18N. Bank loan Y (unsecured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years, commencing June 2024.
(ii) The loan has an interest servicing period for the first 12 months from draw down date and upon the expiry of the interest servicing period, payments comprising principal and interest will be made monthly to the expiry of the remaining tenor.
(iii) Corporate guarantee from the company.
(iv) Need to comply with certain financial covenants.

18O. Bank loan AG (unsecured)

The agreement for the bank loan provides among other matters for the following:

(i) Repayable by equal monthly instalments over 5 years, commencing December 2026.
(ii) Corporate guarantee from the company.
(iii) Need to comply with certain financial covenants.

18P. Trust receipts and bills payable

These are repayable within 150 to 180 days (31 December 2025: 150 to 180 days) and are guaranteed by the company.

19. Lease liabilities

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Lease liabilities, current	2,567	3,729
Lease liabilities, non-current	18,493	16,596
Total	21,060	20,325

Movements of lease liabilities for the reporting period / year are as follows:

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Total lease liabilities at beginning of reporting period / year	20,325	22,197
Additions	782	2,161
Acquisition from subsidiaries	–	61
Modification	1,851	(16)
Accretion of interest	394	786
Lease payments – principal portion paid	(2,379)	(5,126)
Interest paid	(8)	(23)
Foreign exchange adjustments	95	285
Total lease liabilities at end of reporting period / year	21,060	20,325

The lease liability above does not include the short-term leases of less than 12 months and leases of low-value underlying assets. Variable lease payments which do not depend on an index or a rate or based on a percentage of revenue are not included from the initial measurement of the lease liability and the right-of-use assets.

Lease liabilities under operating leases are secured by the right-of-use assets because these will revert to the lessor in the event of default.

Certain leases are secured by the lessors' charge over the leased assets as follows:

	Group	
	30 Jun 2026	31 Dec 2025
	$'000	$'000
Carrying amounts of motor vehicles under lease liabilities	671	717

Subsequent to initial measurement, the liability will be reduced for payments made and increased for interest. It is re-measured to reflect any reassessment or modification, or if there are changes to in-substance fixed payments. When the lease liability is re-measured, the corresponding adjustment is reflected in the right-of-use asset, or profit and loss if the right-of-use asset is already reduced to zero.

Total cash outflows from leases are shown in the consolidated statement of cash flows. The related right-of-use assets are disclosed in Note 7.

During the reporting period, expense of the group relating to short-term leases included in other expenses was $548,000 (30 June 2025: $695,000).

20. Provision

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Provision for rebates	1,114	1,032
Movements in above provision:		
Balance at beginning of the period / year	1,032	1,070
Additions	1,114	1,032
Used	(1,032)	(1,070)
Balance at end of the period / year	1,114	1,032

The group gives rebates to its customers upon settlement of balances within average credit period granted i.e. 60 days (31 December 2025: 60 days).

21. Trade and other payables

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Trade payables:		
Outside parties and accrued liabilities	38,102	48,748
Other related parties	4,240	3,666
Trade payables – subtotal	42,342	52,414
Other payables:		
Outside parties (#)	8,041	6,047
Other related party	–	38
Deposits received	–	1,157
Other payables – subtotal	8,041	7,242
Balance at end of the period / year	50,383	59,656

(#) Included in other payables is a loan from CNA Pte. Ltd., a shareholder of a subsidiary, International Ceramic Manufacturing Hub Pte. Ltd., amounting to $4,239,000 (31 December 2025: $3,569,000), which is unsecured, interest-free and repayable on demand.

22. Capital commitments

Estimated amounts committed at the end of the reporting period / year for future capital expenditure but not recognised in the financial statements are as follows:

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Commitments to purchase plant and equipment	465	68
Contractual obligations for construction works for investment property and property, plant and equipment	4,899	1,877
Total	5,364	1,945

23. Categories of financial assets and liabilities

The following table categorises the carrying amounts of financial assets and liabilities recorded at the end of the reporting period / year:

	Group	
	30 Jun 2026 $'000	31 Dec 2025 $'000
Financial assets:		
Financial assets at amortised cost	74,928	81,376
Financial assets at fair value through profit or loss	226	224
	75,154	81,600
Financial liabilities:		
Financial liabilities at amortised cost	331,380	336,789
Derivatives financial instruments at fair value	–	2
	331,380	336,791

24. Changes and adoption of financial reporting standards

The same accounting policies and methods of computations used in the latest audited annual financial statements have been applied. None had material impact on the reporting entity.

Other Information Required by Listing Rule Appendix 7.2
30 June 2026

1. Review

The condensed interim consolidated statements of financial position of Hafary Holdings Limited (the "company") and its subsidiaries (the "group") as at 30 June 2026 and the related condensed interim consolidated profit or loss and other comprehensive income, condensed interim statements of changes in equity and condensed interim consolidated statement of cash flows for the reporting period then ended and certain explanatory notes have not been audited or reviewed.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business

Revenue

For 6 months ended, revenue decreased by $14.5 million or 10.5% from $137.2 million during half year ended 30 June 2025 ("HY2025") to $122.7 million during half year end 30 June 2026 ("HY2026"). Overall, the decrease in revenue was mainly attributable to softer demand from the construction and residential renovation sectors. Economic uncertainty led customers adopting a more cautious purchasing approach, resulting in lower revenue during the period.

The revenue consists of below segments:

General segment
For 6 months ended, revenue from the general segment (where customers include home owners, architecture, interior design and renovation firms) decreased by $4.0 million or 6.2% from $63.5 million during HY2025 to $59.5 million during HY2026.

Project segment
For 6 months ended, revenue from the project segment (where customers include architecture firms, property developers and construction companies) decreased by $1.3 million or 3.2% from $40.3 million during HY2025 to $39.0 million during HY2026.

Manufacturing segment
For 6 months ended, revenue from the manufacturing segment (where customers include property developers, wholesalers and distributors) decreased by $9.2 million or 27.6% from $33.4 million during HY2025 to $24.2 million during HY2026.

Interest income

Interest income mainly derived from bank deposits.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business (cont'd)

Other income and gains

For 6 months ended, other income and gains decreased by $0.3 million or 7.6% from $3.7 million during HY2025 to $3.5 million during HY2026. Other income and gains primarily consisted of rental income of $3.4 million and $2.9 million during HY2025 and HY2026 respectively.

Purchase of inventories are mainly denominated in United States Dollar ("USD"), Euro and Renminbi ("RMB"). The group entered into foreign currency forward contracts to hedge against fluctuations of exchange rates in USD, Euro and RMB. These are binding contracts in the foreign exchange market that locks in the exchange rate for the purchase or sale of a currency on a future date. The difference between foreign currency forward contract rates and forward market rates as at period end date would then be recorded as fair value gain / (loss) on derivative financial instruments under 'Other Gains' or 'Other Losses'.

Other losses

Other losses mainly comprised of foreign exchange adjustments losses.

Cost of sales

Cost of sales is computed based on purchases and related costs net of changes in inventories of goods held for resale for the respective financial period.

For 6 months ended, cost of sales decreased by $12.8 million or 15.5% from $82.3 million during HY2025 to $69.5 million during HY2026. The decrease in revenue led to a corresponding decrease in the cost of sales.

The gross profit margin (based on revenue from sale of goods (excluding rental and other income) and cost of sales, without taking into account labour costs and overheads) of 43.4% for HY2026 has increased as compared to 40.0% for HY2025.

Employee benefits expense

For 6 months ended, employee benefits expenses increased by $0.3 million or 1.9% from $18.1 million during HY2025 to $18.4 million during HY2026. The increase is mainly due to the salary adjustment and increase in employee headcount.

Amortisation and depreciation expense

For 6 months ended, amortisation and depreciation expenses increased by $0.2 million or 3.1% from $6.5 million during HY2025 to $6.7 million during HY2026.

Impairment losses

For 6 months ended, impairment losses increased by $1.7m or 268.6% from $0.6 million during HY2025 to $2.3 million during HY2026. Impairment losses mainly comprise the additions allowance on inventories of $0.5 million and $2.3 million during HY2025 and HY2026 respectively.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business (cont'd)

Finance costs

For 6 months ended, finance costs decreased by $1.0 million or 17.8% from $5.6 million during 1H2025 to $4.6 million during HY2026.

Other expenses

For 6 months ended, other expenses increased by $0.8 million or 7.4% from $10.9 million during HY2025 to $11.7 million during HY2026.

Share of profit from an equity-accounted associate

For 6 months ended, share of profit from an associate amounted to $0.3 million (HY2025: share of profit of $0.1 million).

Share of profits from an equity-accounted joint venture

For 6 months ended, share of profits from a joint venture amounted to $0.7 million (HY2025: share of profits of $0.3 million).

Profit before income tax

For 6 months ended, the group generated a profit before income tax of $13.5 million as compared to a profit before tax of $17.3 million in HY2025.

For 6 months ended, excluding share of profit from associate and share of profits from joint ventures amounting to $1.0 million for HY2026 (HY2025: $0.4 million), profit before income tax incurred from recurring activities was $12.5 million for HY2026 (HY2025: $16.8 million).

Other comprehensive loss

This pertained to foreign exchange differences on translating foreign operations.

Income tax expense

The current tax expense is based on the statutory tax rates of the respective countries in which the group operates and takes into account non-deductible expenses and temporary differences. For 6 months ended, income tax expense amounted to $2.9 million (HY2025: $3.4 million).

Non-current assets

Non-current assets decreased by $3.3 million or 1.1% from $297.5 million as at 31 December 2025 to $294.2 million as at 30 June 2026.

Property, plant and equipment decreased by $3.3 million or 2.9% from $112.7 million as at 31 December 2025 to $109.4 million as at 30 June 2026.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business (cont'd)

Non-current assets (cont'd)

The right-of-use assets comprised of leasehold lands (land use rights relating to group's leasehold properties in Singapore and China) and leases of premises. Right-of-use assets increased by $0.1 million or 0.1% from $132.2 million as at 31 December 2025 to $132.3 million as at 30 June 2026.

Investment properties decreased by $0.2 million or 0.7% from $24.5 million as at 31 December 2025 to $24.3 million as at 30 June 2026.

Intangible assets decreased by $0.4 million or 4.9% from $7.5 million as at 31 December 2025 to $7.2 million as at 30 June 2026. Intangible assets comprise of goodwill and customer relationship which arising from consolidation of MSPL. The corresponding customer relationship and trademark which arising from consolidation of ITA Element were fully impaired.

Investment in associate decreased by $0.4 million or 2.1% from $18.7 million as at 31 December 2025 to $18.3 million as at 30 June 2026. The decrease was mainly attributable to declaration of dividend amounting to $0.8 million and partially offset by share of profit and exchange differences on translating associate with foreign operation amounting to $0.3 million and $0.1 million respectively.

Investment in joint venture increased by $0.8 million or 44.2% from $1.7 million as at 31 December 2025 to $2.5 million as at 30 June 2026. The increase was mainly attributable to share of profit amounting to $0.7 million and acquisition of an additional 17% equity interest amounting to $0.1 million. As a result of the acquisition, the group's equity interest in the joint venture increased from 33% to 50%.

Other financial assets pertain to the group's investment in shares of Healthbank Holdings Limited (Listed on SGX Catalist).

Current assets

Current assets increased by $2.6 million or 1.2% from $212.3 million as at 31 December 2025 to $214.9 million as at 30 June 2026.

The increase was mainly due to increase in inventories of $8.2 million. The increase is partially offset by decrease in trade and other receivables of $5.6 million.

Trade receivables turnover days remained constant at 66 days as at 31 December 2025 and 30 June 2026 respectively. Inventory turnover days increased from 266 days as at 31 December 2025 to 281 days as at 30 June 2026.

Other non-financial assets are made of advance payment to suppliers, deposits to secure services and prepayments.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business (cont'd)

Non-current liabilities

Non-current liabilities decreased by $6.8 million or 4.4% from $155.9 million as at 31 December 2025 to $149.1 million as at 30 June 2026. The decrease was mainly due to the decrease in loans and borrowings of $8.3 million and deferred tax liabilities of $0.4 million and partially offset by the increase in lease liabilities of $1.9 million.

Current liabilities

Current liabilities increased by $2.0 million or 1.0% from $201.4 million as at 31 December 2025 to $203.4 million as at 30 June 2026.

The increase was mainly attributable to the increase in other non-financial liabilities of $1.8 million, provision of $0.1 million and loans and borrowings of $11.6 million. The increase was partially offset by the decrease in trade and other payables of $9.3 million, income tax payable of $1.0 million and lease liabilities of $1.2 million.

The provision pertains to provision of rebates to customers.

Total amount of trade payables and trust receipts and bills payable to banks was $78.6 million (31 December 2025: $86.6 million). The turnover of the aforesaid items (based on cost of sales) decreased from 176 days as at 31 December 2025 to 174 days as at 30 June 2026.

Other reserves

This pertains to foreign exchange difference on translating foreign operations.

Cash flows review

HY2026

Net cash flows from operating activities of $9.2 million was mainly attributable by operating cash flows before working capital changes of $26.2 million, net cash flows used in working capital of $12.7 million and income tax paid of $4.3 million. The net cash flows used in working capital of $12.7 million was mainly attributable by the decrease in trade and other payables of $9.2 million and increase in other non-financial assets of $0.8 million and inventories of $8.2 million. This was partially offset by the decrease in trade and other receivables of $3.6 million and increase in provision of $0.1 million and other non-financial liabilities of $1.8 million.

Net cash flows from investing activities amounting to $1.3 million was mainly attributable by the dividend income from an associate of $0.9 million, net movements in amount due from other related parties of $2.0 million, proceeds from disposal of plant and equipment of $0.3 million and interest income received of $0.1 million. This was partially offset by the purchase of plant and equipment of $2.0 million.

Net cash flows used in financing activities amounting to $11.4 million was mainly attributable by the repayment of loans and borrowings of $8.2 million, dividends paid to equity owners of $6.5 million, payment of interest expense of $4.2 million, repayment of lease liabilities of $2.4 million, dividends paid to non-controlling interests of $1.4 million and repayment of trust receipts and bills payable of $5.2 million. This was partially offset by the increase in new borrowings of $16.5 million.

2. A review of the performance of the group, to the extent necessary for a reasonable understanding of the group's business (cont'd)

Cash flows review (cont'd)

HY2026 (cont'd)

As a result of the above, there was a net decrease of $0.9 million in cash and cash equivalents. Cash and cash equivalents as at 30 June 2026 was $21.2 million.

3. Forecast, or a prospect statement

There was no forecast or a prospect statement.

4. Significant trends and competitive conditions of the industry

Singapore outlook

According to Ministry of Trade and Industry Singapore's (MTI) press release on 14 July 2026, the Singapore economy grew by 5.7% on a year-on-year basis in the second quarter of 2026, easing from the 6.3% growth in the previous quarter. On a quarter-on-quarter seasonally-adjusted basis, the economy expanded by 1.1%, extending the 1.3% growth in the first quarter.

The construction sector expanded by 6.2% year-on-year in the second quarter, slower than the 12.9% growth in the preceding quarter. Growth during the quarter was supported by an increase in both public and private sector construction output. On a quarter-on quarter seasonally-adjusted basis, the sector contracted by 2.1%, a pullback from the 7.4% growth in the previous quarter.

According to Building and Construction Authority's (BCA) media release on 22 January 2026, Singapore's Built Environment sector is set to maintain its momentum in 2026, with the BCA projecting total construction demand to remain steady at S$47-53 billion in nominal terms for 2026, similar to 2025.

Based on the contracts awarded in the past few years and the continued strong construction demand forecast for 2026, total construction output in nominal terms is projected to increase to between $43 billion and $46 billion in 2026. The average projected output at $44.5 billion in 2026 will be around 7% higher than the preliminary estimate of about $41.7 billion in 2025. The anticipated continued uptrend is expected to be supported by a consistent high level of construction demand since 2023.

Over the medium-term, construction demand is projected to reach an average of between $39 billion and $46 billion per year from 2027 to 2030. Besides the Changi T5 development and HDB's Build-To-Order construction, medium term construction demand is anticipated to be supported by a strong pipeline of various large developments such as the redevelopment of NUH at Kent Ridge, various Junior Colleges, and the development of the new Singapore University of Social Sciences City Campus.

4. Significant trends and competitive conditions of the industry (cont'd)

Singapore outlook (cont'd)

While medium-term construction demand outlook appears positive, project schedules may still change due to unforeseen global economic risks. As the Changi T5 development is a one-off project, industry demand could moderate following its completion, potentially reverting to pre-COVID levels.

Malaysia outlook

According to Bank Negara Malaysia's media release on 15 May 2026, the Malaysian economy expanded by 5.4% in the first quarter of 2026 (4Q 2025: 6.2%), driven mainly by domestic demand. Household spending remained supported by positive labour market conditions, with the unemployment rate staying low, alongside targeted policy measures. Investment growth was underpinned by continued implementation of multi-year projects by both the private and public sectors, a high realisation rate of approved investments, and the ongoing rollout of national master plans. On the external front, export growth remained strong, driven mainly by continued expansion in electrical and electronics (E&E) exports. Meanwhile, gross import growth moderated amid slower growth in capital, intermediate and consumer goods imports.

Bank Negara Malaysia Governor Dato' Sri Abdul Rasheed Ghaffour says, 'As a small and open economy, Malaysia will inevitably face both direct and indirect impact from the ongoing geopolitical conflict in the Middle East. Higher energy prices, supply chain disruptions, and heightened uncertainty are expected to weigh on the external environment. Nevertheless, the Malaysian economy is expected to remain resilient in 2026, with growth expected to come in within the range of 4% - 5%, supported by steady domestic demand and continued expansion in our export performance.'

The resilient domestic demand will provide a strong buffer against external headwinds. Household spending will be underpinned by firm labour market conditions and continuous policy support. Investment activity will be driven by the continued progress of multi-year projects in both the private and public sectors, as well as the ongoing implementation of national master plans. Despite the external headwinds, export growth will continue to be supported by the global technology expansion, particularly for E&E goods, reflecting Malaysia's role in global value chains.

Headline inflation is projected to average 1.5%–2.5% in 2026. Following the Middle East conflict, inflation is expected to edge higher due to elevated global energy and other key commodity prices, broadly in line with expectations. In the absence of excessive demand pressures, existing policy measures, including targeted fuel subsidies and other mitigation measures, are expected to help limit near-term spillovers to broader inflation. However, the extent and pace of pass-through to domestic prices from the ongoing conflict will also depend on firms' pricing behaviour and demand conditions.

4. Significant trends and competitive conditions of the industry (cont'd)

Global outlook

According to the report published by World Bank Group in June 2026, the global economy is facing another major shock. The conflict in the Middle East has triggered sharp increases in energy prices, renewed inflationary pressures, and fueled expectations of tighter monetary policy. Global growth is projected to slow to 2.5 percent in 2026, from 2.9 percent in 2025—the lowest rate since the COVID-19 pandemic—amid weaker prospects for economies dependent on energy imports and those directly affected by hostilities. Activity is expected to firm in 2027–28 as energy supplies recover, monetary easing resumes, and trade strengthens.

Growth in emerging market and developing economies (EMDEs) is expected to slow to 3.6 percent this year. For all EMDE regions, growth this year is forecast to be weaker than in 2025. Per capita income growth in EMDEs is projected to slow in 2026 to its weakest pace since the pandemic. The level of per capita income across EMDEs excluding China and India, relative to advanced economies, is not expected to return to the pre-pandemic level until after 2028, implying nearly a decade of lost income convergence.

Risks to the outlook remain skewed to the downside. A renewed escalation of hostilities or more prolonged disruptions to commodity flows could further raise commodity prices, intensify inflationary pressures and food insecurity, trigger financial stress, and lower growth. If energy supply disruptions prove more severe than assumed and are accompanied by substantial financial stress, global growth could fall to just 1.3 percent in 2026. Persistent trade policy uncertainty, geopolitical strains, and weather related shocks also pose material risks. On the upside, broader investment in and adoption of artificial intelligence (AI) could lift activity.

Policy action is critical to address ongoing challenges. Enhanced global cooperation is needed to safeguard energy and food security, bolster the trading system, and advance the energy transition. Domestically, policy makers will need to balance controlling inflation with supporting activity, strengthen fiscal sustainability, and maintain financial stability. Slower growth prospects translate into reduced investment, constrained hiring, and tighter fiscal space, compounding the challenge of creating jobs in EMDEs with growing workforces in an era of potentially transformative change linked to AI. Meeting this challenge will require a concerted agenda centered on the conditions for job creation: investing in physical, human, and digital capital; fostering a business-friendly environment; and mobilizing private investment.

The Group will remain committed to weathering the challenging business environment as market risks remain elevated and will also closely monitor its supply chain activities.

The above information is sourced from:

1. *MTI's press release on 14 July 2026 - https://www.mti.gov.sg/newsroom/singapore-s-gdp-grew-by-5-7-per-cent-in-the-second-quarter-of-2026/*

2. *BCA's media release on 22 January 2026 - https://www1.bca.gov.sg/resources/newsroom/steady-construction-demand-in-2026-as-singapore-steps-up-support-for-built-environment-firms-through-collaboration-and-innovation/*

4. Significant trends and competitive conditions of the industry (cont'd)

The above information is sourced from (cont'd):

3. *Bank Negara Malaysia's media release on 15 May 2026 - https://www.bnm.gov.my/-/gdp1q26pr*

4. *World Bank Group, Global Economic Prospects, June 2026 - https://openknowledge.worldbank.org/server/api/core/bitstreams/4c370aee-ae90-4c42-ac27-89259f9e284e/content*

5. Dividend

5A. Dividend declared for the current financial period

	HY2026		
Name of Dividend	Interim Dividend Tax-Exempt (1-tier)	Special Interim Dividend Tax-Exempt (1-tier)	Total
Type of Dividend	Cash	Cash	Cash
Total number of issued ordinary shares ('000)	430,550	430,550	430,550
Dividend per share	0.75 cents	0.25 cents	1.00 cents

5B. Dividend declared for the corresponding period of the immediately preceding financial year

	HY2025		
Name of Dividend	Interim Dividend Tax-Exempt (1-tier)	Special Interim Dividend Tax-Exempt (1-tier)	Total
Type of Dividend	Cash	Cash	Cash
Total number of issued ordinary shares ('000)	430,550	430,550	430,550
Dividend per share	0.75 cents	0.50 cents	1.25 cents

5C. Date payable

To be announced later.

5D. Record date

To be announced later.

5E. If no dividend has been declared (recommended), a statement to that effect and the reason(s) for the decision

Not applicable.

6. Interested person transactions

Name of interested person and nature of relationship	Aggregate value of all IPTs during the financial period under review (excluding transactions less than S$100,000 and transactions conducted under IPT Mandate pursuant to Rule 920) 6 months ended 30 June		Aggregate value of all IPTs conducted under IPT Mandate pursuant to Rule 920 (excluding transactions less than S$100,000) 6 months ended 30 June	
	2026 $'000	2025 $'000	2026 $'000	2025 $'000
Purchases of goods:				
Malaysian Mosaics Sdn Bhd	–	–	542	922
Rental expense:				
Malaysian Mosaics Sdn Bhd	–	–	1,115	1,217
Recharge of employment cost:				
Malaysian Mosaics Sdn Bhd	–	–	–	375
Corporate management charges:				
Hap Seng Management Services Sdn Bhd	–	157	347	157
Provision of insurance services:				
Hap Seng Insurance Services Sdn Bhd	–	274	332	–
Purchase of 100% shares in MML (Shanghai) Trading Co., Ltd.:				
Malaysian Mosaics Sdn Bhd	–	2,802	–	–
Aggregate value of transactions under the Associate of the Group's Controlling Shareholder, Hap Seng Consolidated Berhad	–	3,233	2,336	2,671
Rental income:				
The Assembly Place Holdings Pte Ltd	104	104	–	–
Property management and commission expense:				
TAP Co-livings Pte Ltd	170	153	–	–
Sales of goods:				
Ten SC Pte Ltd	–	138	–	–
Aggregate value of transactions under the Associate of the Director, Low See Ching	274	395	–	–

General mandate for IPT was renewed at the Annual General Meeting held on 24 April 2026.

7. Confirmation of directors and executive officers' undertakings pursuant to Listing Rule 720(1) (in the format set out in Appendix 7.7) under Rule 720(1)

The company confirms that it has procured undertakings from all its directors and executive officers in compliance with Rule 720(1).

8. Confirmation by the board

On behalf of the directors of the company, we, the undersigned directors, do hereby confirm that, to the best of their knowledge, nothing has come to the attention of the board of directors that may render the interim financial statements to be false or misleading in any material aspect.

By Order of the Board

Low Kok Ann
Executive Director and Chief Executive Officer

Low See Ching
Non-Independent Non-Executive Director

14 August 2026

APPENDIX F – EXTRACTS FROM THE COMPANY'S CONSTITUTION

The provisions in the Constitution relating to rights of Shareholders in respect of capital, voting and dividends are reproduced below.

All capitalised terms used in the following extracts shall have the same meanings ascribed to them in the Constitution and/or the Companies Act.

A. RIGHTS IN RESPECT OF CAPITAL

"6. Dealings in the Company's shares

*The Company may purchase or otherwise acquire its issued shares subject to and in accordance with the provisions of the Act and any other applicable rule, law or regulation enacted or promulgated by any relevant competent authority from time to time (the "**Applicable Laws**"), on such terms and subject to such conditions as the Company may in General Meeting prescribe in accordance with the Applicable Laws. Any shares purchased or acquired by the Company as aforesaid shall be dealt with in accordance with the Applicable Laws. Save as provided and then only to the extent permitted by the Applicable Laws, none of the funds or assets of the Company or of any subsidiary thereof shall be directly or indirectly employed in the purchase or subscription of or in loans upon the security of the Company's shares (or its holding company, if any) and the Company shall not, except as authorised by the Applicable Laws give any financial assistance for the purpose of or in connection with any purchase of shares in the Company (or its holding company, if any).*

7. Issue of New Shares

Subject to the Act and Regulation 50(2), no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to Regulation 52, and to any special rights attached to any shares for the time being issued, the Directors may issue, allot or grant options over or otherwise deal with or dispose of the same to such persons on such terms and conditions and at such time and subject or not to the payment of any part of the amount thereof in cash or otherwise as the Directors may think fit, and any shares may be issued in such denominations or with such preferential, deferred, qualified or special rights, privileges, conditions or restrictions, whether as regards dividend, return of capital, participation in surplus assets and profits, voting, conversion or otherwise, as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors, provided always that:-

(i) the rights (including voting rights) attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same;

(ii) any issue of shares for cash to Members holding shares of any class shall be offered to such Members in proportion as nearly as may be to the number of shares of such class then held by them and the second sentence of Regulation 52(1) with such adaptations as are necessary shall apply; and

(iii) the total number of issued preference shares shall not exceed the total number of the issued ordinary shares at any time.

7A. Issue of Shares for No Consideration

Subject to the provisions of the Act, the Company may issue shares for which no consideration is payable to the Company.

8. Rights attached to certain shares

(1) Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending General Meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrears.

(2) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares from time to time already issued or about to be issued.

9. Variation of rights

(1) If at any time the share capital is divided into different classes, the repayment of preference capital other than redeemable preference capital and the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, whether or not the Company is being wound up, only be made, varied or abrogated with the sanction of a Special Resolution passed at a separate General Meeting of the holders of shares of the class and to every such Special Resolution the provisions of Section 184 of the Act shall, with such adaptations as are necessary, apply. To every such separate General Meeting the provisions of this Constitution relating to General Meetings shall mutatis mutandis apply; but so that the necessary quorum shall be two persons at least holding or representing by proxy or by attorney one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy or by attorney may demand a poll. Provided always that where the necessary majority for such a Special Resolution is not obtained at the General Meeting, consent in writing if obtained from the holders of three-fourths of the issued shares of the class concerned within two months of the General Meeting shall be as valid and effectual as a Special Resolution carried at the General Meeting.

10. Creation or issue of further shares with special rights

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by this Constitution as are in force at the time of such issue, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

11. Power to pay commission and brokerage

The Company may, unless otherwise restricted or specified by law, pay commissions or brokerage on any issue or purchase of its shares, or on the sale or disposal or transfer of Treasury Shares at such rate or in such amount and in such manner as the Directors may determine. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares, or partly in one way and partly in the other. The Company may also on any issue pay such brokerage as may be lawful.

13. Power to charge interest on capital

If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may, subject to the conditions and restrictions mentioned in the Act, pay interest on so much of the share capital (except Treasury Shares) and may charge the same to capital as part of the cost of the construction or provision.

14. No trust recognised

Except as required by law, no person other than the Depository shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by this Constitution or by law otherwise provided) any other rights in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository) entered in the Register of Members as the registered holder thereof or (where the person entered in the Register of Members as the registered holder of a share is the Depository) the person whose name is entered in the Depository Register in respect of that share. Nothing contained herein in this Regulation 14 relating to the Depository or the Depositors or in any depository agreement made by the Company with any common depository for shares or in any notification of substantial shareholding to the Company or in response to a notice pursuant to the Act or any note made by the Company of any particulars in such notification or response shall derogate or limit or restrict or qualify these provisions; and any proxy or instructions on any matter whatsoever given by the Depository or Depositors to the Company or the Directors shall not constitute any notification of trust and the acceptance of such proxies and the acceptance of or compliance with such instructions by the Company or the Directors shall not constitute the taking of any notice of trust.

15. Joint holders

(1) The Company shall not be bound to register more than three persons as the joint holders of any share except in the case of executors, administrators of the estate or the trustees of a deceased Member.

(2) If two or more persons are registered as joint holders of any share any one of such person may give effectual receipts for any dividend payable in respect of such share and the joint holders of a share shall, subject to the provisions of the Act, be severally as well as jointly liable for the payment of all instalments and calls and interest due in respect of such shares.

(3) Only the person whose name stands first in the Register of Members or the Depository (as the case may be) as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company and any notice given to such person shall be deemed notice to all the joint holders. Only the person whose name stands first in the Depository Register shall be entitled to receive notices from the Company and any notice given to such person shall be deemed notice to all the joint holders.

16. Fractional part of a share

No person shall be recognised by the Company as having title to a fractional part of a share otherwise than as the sole or a joint holder of the entirety of such share.

17. Payment of instalments

If by the conditions of allotment of any shares the whole or any part of the amount of the issue price thereof shall be payable by instalments every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share or his personal representatives, but this provision shall not affect the liability of any allottee who may have agreed to pay the same.

21. Form of transfer of shares

Subject to this Constitution, any Member may transfer all or any of his shares but every instrument of transfer of the legal title in shares must be in writing and in the form for the time being approved by the Directors and the SGX-ST. Shares of different classes shall not be comprised in the same instrument of transfer. The Company shall accept for registration transfers in the form approved by the SGX-ST.

22. Execution

The instrument of transfer of a share shall be signed by or on behalf of the transferor and the transferee and be witnessed, provided that an instrument of transfer in respect of which the transferee is the Depository shall not be ineffective by reason of it not being signed or witnessed for by or on behalf of the Depository. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members.

23. Person under disability

No share shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered or otherwise of unsound mind.

24. Directors' power to decline to register

(1) Subject to this Constitution, there shall be no restriction on the transfer of fully paid up shares except where required by law or by the rules, bye-laws or listing rules of the SGX-ST. The Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve or where registration of the transfer of shares would result in a contravention of or failure to observe any applicable laws. If the Directors decline to register any such transfer of shares, they shall within ten Market Days after the date on which the transfer was lodged with the Company, serve on the lodging party written notice of the decline and the reasons thereof as may be required under the listing rules of the SGX-ST and/or the Act.

Terms of registration of transfers

(2) The Directors may decline to register any instrument of transfer unless:-

(i) such fee not exceeding S$2 (or such other sum as may be approved by the SGX-ST from time to time) as the Directors may from time to time require, is paid to the Company in respect thereof;

(ii) the instrument of transfer, duly stamped in accordance with any law for the time being in force relating to stamp duty, is deposited at the Office or at such other place (if any) as the Directors appoint accompanied by the certificates of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of

transfer is executed by some other person on his behalf, the authority of the person so to do; and

(iii) the instrument of transfer is in respect of only one class of shares.

25. Retention of transfers

(1) All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.

(2) Subject to any legal requirements to the contrary, the Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall be conclusively presumed in the favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other documents so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided that:-

(i) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;

(ii) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any circumstances which would not attach to the Company in the absence of this Regulation 25; and

(iii) references herein to the destruction of any document include references to the disposal thereof in any manner.

26. Closing of Register

The Register of Members and the Depository Register may be closed at such times and for such period as the Directors may from time to time determine, provided always that the registers shall not be closed for more than thirty days in the aggregate in any year. Provided always that the Company shall give prior notice of such closure as may be required to the SGX-ST, stating the period and purpose or purposes for which the closure is made.

27. Renunciation of allotment

(1) Nothing in this Constitution shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

Indemnity against wrongful transfer

(2) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in

the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assigns, alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

38. Notice requiring payment of calls

If any Member fails to pay in full any call or instalment of a call on or before the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on such Member requiring payment of so much of the call or instalment as is unpaid together with any interest and expense which may have accrued by reason of such non-payment.

39. Notice to state time and place

The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.

40. Forfeiture on non-compliance with notice

If the requirements of any such notice as aforesaid are not complied with any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture. The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the Member whose share is forfeited or surrendered and the Company, except only such of those rights and liabilities as are by this Constitution expressly saved, or as are by the Act given or imposed in the case of past Members. The Directors may accept a surrender of any share liable to be forfeited hereunder.

41. Notice of forfeiture to be given and entered

When any share has been forfeited in accordance with this Constitution, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the Register of Members or in the Depository Register (as the case may be) opposite to the share; but the provisions of this Regulation 41 are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

42. Directors may allow forfeited share to be redeemed

Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

43. Sale of shares forfeited

A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. To give effect to any such sale, the Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such person as aforesaid.

44. Rights and liabilities of Members whose shares have been forfeited or surrendered

A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were payable by him to the Company in respect of the shares with interest thereon at ten per cent per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment, but such liability shall cease if and when the Company receives payment in full of all such money in respect of the shares and the Directors may waive payment of such interest either wholly or in part.

45. Company's lien

The Company shall have a first and paramount lien and charge on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and in the name of each Member (whether solely or jointly with others) for all money presently payable by him or his estate to the Company and on the dividends declared or payable in respect thereof for all unpaid calls and instalments due on any such share and interest and expenses thereon but such lien shall only be upon the specific shares in respect of which such calls or instalments are due and unpaid and to such amounts as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation.

46. Member not entitled to privileges until all calls paid

No Member shall be entitled to receive any dividend or to exercise any privileges as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether along or jointly with any other person, together with interest and expenses (if any).

47. Sale of shares subject to lien

The Directors may sell in such manner as the Directors think fit any share on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of seven days after notice in writing stating and demanding payment of the sum payable and giving notice of intention to sell in default, shall have been given to the Member for the time being in relation to the share or the person entitled thereto by reason of his death or bankruptcy. To give effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser of the shares shall be registered as a Member of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

48. Application of proceeds of such sale

The net proceeds of sale, whether of a share forfeited by the Company or of a share over which the Company has a lien, after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the unpaid call and accrued interest and expenses and the residue (if any) paid to the Member entitled to the share at the time of sale or his executors, administrators or assignees or as he may direct.

49. Title to shares forfeited or surrendered or sold to satisfy a lien

A statutory declaration in writing by a Director of the Company that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the certificate under Seal for the share delivered to a purchaser or allottee thereof, shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be entered in the Register of Members as the holder of the share or (as the case may be) in the Depository Register in respect of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the forfeiture, surrender, sale, re-allotment or disposal of the share.

50. Power to increase capital

(1) The Company in General Meeting may from time to time by Ordinary Resolution, whether all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation of new shares of such amount as may be deemed expedient.

(2) Notwithstanding Regulation 50(1) above, the Company may by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to:-

(a) issue shares in the capital of the Company whether by way of rights, bonus or otherwise, and/or make or grant offers, agreements or options (collectively, "Instruments") that might or would require shares to be issued, including but not limited to the creation and issue of warrants, debentures or other instruments convertible into shares; and

(b) (notwithstanding that the authority conferred by the Ordinary Resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the Ordinary Resolution was in force,

provided that:-

(i) in exercising the power to make or grant Instruments (including the making of any adjustments under any relevant Instrument), the Company shall comply with the provisions of the Listing Manual of the SGX-ST for the time being in force (unless such compliance is waived by the SGX-ST) and this Constitution; and

(ii) (unless revoked or varied by the Company in General Meeting) the authority conferred by the Ordinary Resolution shall not continue in force beyond the conclusion of the Annual General Meeting of the Company next following the passing of the Ordinary Resolution, or the date by which such Annual

General Meeting of the Company is required by the law to be held, or the expiration of such other period as may be prescribed by law (whichever is the earliest).

51. Rights and privileges of new shares

Subject to any special rights for the time being attached to any existing class of shares, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and if no direction be given as the Directors shall determine; subject to the provisions of this Constitution and in particular (but without prejudice to the generality of the foregoing) such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company or otherwise.

52. Issue of new shares to Members

(1) Subject to any direction to the contrary that may be given by the Company in General Meeting (including the authority given by the Company pursuant to Regulation 50(2)) or except as permitted under the listing rules of the SGX-ST, all new shares shall, before issue, be offered to the Members in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled or hold. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Regulation.

(2) Notwithstanding Regulation 52(1) above but subject to the Act, the Directors shall not be required to offer any new shares to Members to whom by reason of foreign securities laws such offers may not be made without registration of the shares or a prospectus or other document, but to sell the entitlements to the new shares on behalf of such Members in such manner as they think most beneficial to the Company.

53. New shares otherwise subject to provisions of Constitution

Except so far as otherwise provided by the conditions of issue or by this Constitution, any capital raised by the creation of new shares shall be considered part of the original ordinary capital of the Company and shall be subject to the provisions of this Constitution with reference to allotments, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

54. Power to consolidate, cancel, subdivide and redominate shares

The Company may by Ordinary Resolution alter its share capital in the manner permitted under the Act and applicable laws, including (without limitation):-

(i) consolidate and divide all or any of its share capital;

(ii) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the its share capital by the number of the shares so cancelled;

(iii) subdivide its shares or any of them (subject, nevertheless, to the provisions of the Act), provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(iv) subject to the provisions of this Constitution and the Act, convert any class of shares from one currency to another currency.

55. Power to reduce capital

The Company may by Special Resolution reduce its share capital in any manner and subject to any incident authorised and consent required by law. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to this Constitution, the number of issued shares of the Company shall be diminished by the number of the shares so cancelled, and, where any such cancelled share was purchased or acquired out of the capital of the Company, the amount of share capital of the Company shall be reduced accordingly.

56. Power to convert into stock

The Company may by Ordinary Resolution convert any or all its paid up shares into stock and may from time to time by resolution reconvert any stock into paid up shares.

57. Transfer of stock

The holders of stock may transfer the same or any part thereof in the same manner and subject to this Constitution as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit but no stock shall be transferable except in such units as the Directors may from time to time determine, provided that such units shall not be greater than the amount paid up on the shares from which the stock arose.

58. Rights of stockholders

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except as regards dividend and return of capital and the assets on winding up) shall be conferred by any such aliquot part of the stock which would not if existing in shares have conferred that privilege or advantage, and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

59. Interpretation

All provisions of this Constitution applicable to paid up shares shall apply to stock and the words "share" and "shareholder" or similar expression herein shall include "stock" or "stockholder"."

B. RIGHTS IN RESPECT OF VOTING

"60. Annual General Meeting

(1) Save as otherwise permitted under the Act, the Company shall in each year hold a General Meeting in addition to any other meetings in that year to be called the Annual General Meeting, calling it at such time and place as may be determined by the Directors. The time between the end of the financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four months or otherwise approved by the SGX-ST or any other relevant authority as may be applicable.

Extraordinary General Meetings

(2) All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

Time and place of meeting

(3) If required by the listing rules of the SGX-ST, all General Meetings shall be held in Singapore unless prohibited by the relevant applicable laws and regulations of the jurisdiction of the Company's incorporation. The time and venue of all General Meetings shall be determined by the Directors.

61. Calling of Extraordinary General Meetings

The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as provided by Section 176 of the Act. If at any time there are not within Singapore sufficient Directors capable of acting to form a quorum at a meeting of Directors, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

62. Notice of Meetings

(1) Subject to this Constitution, the listing rules of the SGX-ST and to the Act, any General Meeting at which it is proposed to pass special resolutions or (save as provided by the provisions of the Act) a resolution of which special notice has been given to the Company, shall be called by at least twenty-one days' notice in writing (exclusive both of the day on which the notice is served or deemed to be served and of the day for which the notice is given) and an Annual General Meeting or any other general meeting by at least fourteen days' notice in writing (exclusive both of the day on which the notice is served or deemed to be served and of the day for which the notice is given) to such persons (including the Auditors) as are under the provisions herein contained entitled to receive notice from the Company, but with the consent of all persons for the time being entitled as aforesaid, a meeting may be convened in such manner as such persons may approve.

Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

(i) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other meeting by a majority in number of the Members having a right to attend and vote thereat, being a majority which together holds not less

than 95 per cent of the total voting rights of all the Members having a right to vote at that meeting.

Provided also that the accidental omission to give notice to, or the non-receipt by any person entitled thereto, shall not invalidate the proceedings at any General Meeting.

At least fourteen days' notice of such meeting shall be given by advertisement in the daily press and in writing to the SGX-ST or to each stock exchange on which the Company is listed.

(2) Subject to this Constitution, notice of every General Meeting shall be given in any manner authorised by this Constitution to:

(i) every Member;

(ii) every person entitled to a share in consequence of the death or bankruptcy or otherwise of a Member who but for the same would be entitled to receive notice of the meeting;

(iii) the Auditors; and

(iv) the SGX-ST.

No other person shall be entitled to receive notices of General Meetings.

63. Contents of Notice

(1) Every notice calling a General Meeting shall specify the place and the day and hour of the General Meeting and there shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and to vote instead of him and that a proxy need not be a Member of the Company.

Notice of Annual General Meeting

(2) In the case of an Annual General Meeting, the notice shall also specify the Annual General Meeting as such.

Nature of special business to be specified

(3) In the case of any General Meeting at which business other than routine business is to be transacted (special business), the notice shall specify the general nature of the special business, and if any resolution is to be proposed as a Special Resolution or as requiring special notice, the notice shall contain a statement to that effect.

64. Special business

All business shall be deemed special that is transacted at any Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the financial statements and the report or statement (as applicable) of the Directors and Auditors, and any other documents required to be annexed to the balance sheet, electing Directors in place of those retiring by rotation or otherwise and the fixing of the Directors' remuneration and the appointment and fixing of the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

65. Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, two Members present in person shall form a quorum. For the purpose of this Regulation, "Member" includes a person attending by proxy or by attorney or as representing a corporation which is a Member. Provided that (i) a proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum; and (ii) where a Member is represented by more than one proxy such proxies shall count as only one Member for the purpose of determining the quorum.

66. Adjournment if quorum not present

If within half an hour from the time appointed for the General Meeting a quorum is not present, the General Meeting if convened on the requisition of Members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at such adjourned General Meeting a quorum is not present within half an hour from the time appointed for holding the General Meeting, the General Meeting shall be dissolved.

67. Resolutions in writing

Subject to the Act, a resolution in writing signed by every Member of the Company entitled to vote or being a corporation by its duly authorised representative shall have the same effect and validity as an Ordinary Resolution of the Company passed at a General Meeting duly convened, held and constituted, and may consist of several documents in the like form, each signed by one or more of such Members.

68. Chairman

The Chairman of the Directors or, in his absence, the Deputy Chairman (if any) shall preside as Chairman at every General Meeting. If there is no such Chairman or Deputy Chairman or if at any Meeting he is not present within fifteen minutes after the time appointed for holding the Meeting or is unwilling to act, the Members present shall choose some Director to be Chairman of the Meeting or, if no Director is present or if all the Directors present decline to take the Chair, some Member present to be Chairman.

69. Adjournment

The Chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting except business which might lawfully have been transacted at the General Meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned General Meeting shall be given as in the case of the original General Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

70. Mandatory polling

(1) Unless otherwise not required by the SGX-ST, all resolutions put to vote at any General Meeting shall be decided by poll, including any resolution for the adjournment or election of a chairman of such General Meeting.

Method of voting where mandatory polling not required

(2) Subject to Regulation 70(1), any General Meeting a resolution put to the vote of the General Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(i) by the Chairman of the meeting; or

(ii) by at least two Members present in person or by proxy (where a Member has appointed more than one proxy, any one of such proxies may represent that Member) or attorney or in the case of a corporation by a representative and entitled to vote thereat; or

(iii) by any Member or Members present in person or by proxy (where a Member has appointed more than one proxy, any one of such proxies may represent that Member) or attorney or in the case of a corporation by a representative or any number or combination of such Members, holding or representing not less than five per cent of the total voting rights of all the Members having the right to vote at the General Meeting; or

(iv) by a Member or Members present in person or by proxy (where a Member has appointed more than one proxy, any one of such proxies may represent that Member) or attorney or in the case of a corporation by a representative or any number or combination of such Members, holding or representing shares in the Company conferring a right to vote at the General Meeting being shares on which an aggregate sum has been paid up equal to not less than five per cent of the total sum paid up on all the shares conferring that right.

Provided always that no poll shall be demanded on the election of a Chairman or on a question of adjournment. An instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll. Unless a poll is so demanded (and the demand is not withdrawn) a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. A demand for a poll may be withdrawn.

71. Taking a poll

If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner (including the use of ballot or voting papers or tickets) either at once or after an interval or adjournment or otherwise as the Chairman may direct and the result of a poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. The Chairman may, and if so requested shall, appoint scrutineers and may adjourn the General Meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

72. Votes counted in error

If any votes are counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same General Meeting or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude.

73. Chairman's casting vote

Subject to the Act and the requirements of the SGX-ST, in the case of equality of votes, whether on a show of hands or on a poll, the Chairman of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the votes to which he may be entitled as a Member or as proxy of a Member.

74. Time for taking a poll

A poll demanded on any question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the General Meeting) and place as the Chairman may direct. No notice need be given of a poll not taken immediately.

75. Continuance of business after demand for a poll

The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business, other than the question on which the poll has been demanded.

75A. Meetings via electronic means

The Members may participate at a General Meeting by telephone or video conference or by means of similar communication equipment whereby all persons participating in the meeting are able to hear and, if applicable, see each other and such participation shall constitute presence in person at such meeting and Members (or their proxy or, in the case of a corporation, their respective corporate representatives) so participating shall be counted in the quorum for the meeting. Such a meeting shall be deemed to take place where the largest group of Members (or their proxy, or in the case of a corporation, their respective corporate representatives) present for purposes of the meeting is assembled or, if there is no such group, where the Chairman of the meeting is present.

76. Voting rights of Members

Subject and without prejudice to any rights or special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company each Member entitled to vote may vote in person or by proxy or attorney, and (in the case of a corporation) by a representative. On a show of hands every Member who is present in person or by proxy or attorney, or in the case of a corporation by a representative, shall have one vote provided that if a Member is represented by (i) two proxies, only one of the two proxies as determined by their appointor shall vote on a show of hands and in the absence of such determination, only one of the two proxies as determined by the Chairman (or by a person authorised by him) shall vote on a show of hands and (ii) more than two proxies, all such proxies shall vote on a show of hands, but each proxy must be appointed to exercise the rights attached to a different share or shares held by the member (which number and class of shares must be specified) and on a poll, every Member who is present in person or by proxy, attorney or representative shall have one vote for each share which he holds or represents provided always that notwithstanding anything contained in this Constitution, a Depositor shall not be entitled to attend any General Meeting and to speak and vote thereat unless his name is certified by the Depository to the Company as appearing on the Depository Register not earlier than seventy-two hours before that General Meeting (the "cut-off time") as a Depositor on whose behalf the Depository holds shares in the Company. For the purpose of determining the number of votes which a Depositor or his proxy may cast on a poll, the Depositor or his proxy shall be deemed to hold or represent that number of shares entered in the Depositor's

Securities Account at the cut-off time as certified by the Depository to the Company, or where a Depositor has apportioned the balance standing to his Securities Account as at the cut-off time between two proxies, to apportion the said number of shares between the two proxies in the same proportion as specified by the Depositor in appointing the proxies; and accordingly no instrument appointing a proxy of a Depositor shall be rendered invalid merely by reason of any discrepancy between the number of shares standing to the credit of that Depositor's Securities Account as at the cut-off time, and the true balance standing to the Securities Account of a Depositor as at the time of the relevant General Meeting, if the instrument is dealt with in such manner as aforesaid.

77. Voting rights of joint holders

Where there are joint holders of any share any one of such persons may vote and be reckoned in a quorum at any General Meeting either personally or by proxy or by attorney or in the case of a corporation by a representative as if he were solely entitled thereto but if more than one of such joint holders is so present at any meeting then the person present whose name stands first in the Register of Members or the Depository Register (as the case may be) in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Member in whose name any share stands shall for the purpose of this Regulation be deemed joint holders thereof.

78. Voting rights of Members of unsound mind

If a Member be a lunatic, idiot or non-compos mentis, he may vote whether on a show of hands or on a poll by his committee, curator bonis or such other person as properly has the management of his estate and any such committee, curator bonis or other person may vote by proxy or attorney, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight hours before the time appointed for holding the General Meeting.

79. Right to vote

Subject to the provisions of this Constitution, every Member either personally or by attorney or in the case of a corporation by a representative and every proxy shall be entitled to be present and to vote at any General Meeting and to be reckoned in the quorum thereat in respect of any share or shares upon which all calls due to the Company have been paid.

80. Objections

No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered and every vote not disallowed at such General Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the General Meeting whose decision shall be final and conclusive.

81. Votes on a poll

On a poll votes may be given either personally or by proxy or by attorney or in the case of a corporation by its representative and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

82. Appointment of proxies

(1) A Member who is not a relevant intermediary may appoint not more than two proxies to attend and vote at the same General Meeting.

(2) A Member who is a relevant intermediary may appoint more than two proxies to attend, speak and vote at the same General Meeting but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member (which number and class of shares must be specified).

(3) If the Member is a Depositor, the Company shall be entitled:-

(i) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered in its Securities Account as at the cut-off time as certified by the Depository to the Company; and

(ii) to accept as validly cast by the proxy or proxies appointed by the Depositor on a poll that number of votes which corresponds to or is less than the aggregate number of shares entered in its Securities Account of that Depositor as at the cut-off time as certified by the Depository to the Company, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.

(4) Where a Member appoints more than one proxy, he shall specify the proportion of his shareholding to be represented by each proxy. If no such proportion or number is specified the first named proxy may be treated as representing 100% of the shareholding and any second named proxy as an alternate to the first named.

(5) Voting right(s) attached to any shares in respect of which a Member has not appointed a proxy may only be exercised at the relevant General Meeting by the Member personally or by his attorney, or in the case of a corporation by its representative.

(6) Where a Member appoints a proxy in respect of more shares than the shares standing to his name in the Register of Members, or in the case of a Depositor, standing to the credit of that Depositor's Securities Account, such proxy may not exercise any of the votes or rights of the shares not registered to the name of that Member in the Register of Members or standing to the credit of that Depositor's Securities Account as at the cut-off time, as the case may be.

(7) A Member who has deposited an instrument appointing any number of proxies to vote on his behalf at a General Meeting shall not be precluded from attending, speaking and voting in person at that General Meeting. Any such appointment of all the proxies concerned shall be deemed to be revoked upon the attendance of the Member appointing the proxy/proxies at the relevant General Meeting.

83. Proxy need not be a Member

A proxy or attorney need not be a Member, and shall be entitled to vote on a show of hands on any matter at any General Meeting.

84. Instrument appointing a proxy

Any instrument appointing a proxy shall be in writing in the common form or in any other form approved by the Directors and:

(i) in the case of an individual, shall be (i) signed by the appointor or his attorney if the instrument of proxy is delivered personally or sent by post; or (ii) authorised by that individual through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication;

(ii) in the case of a corporation, shall be (i) either given under its common seal or signed on its behalf by an attorney or by a duly authorised officer of the corporation if the instrument of proxy is delivered personally or sent by post; or (ii) authorised by that corporation through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication,

and the Company shall accept as valid in all respects the form of proxy approved by the Directors for use at the date relevant to the General Meeting in question.

85. To be left at Company's office

The instrument appointing a proxy, together with the power of attorney or other authority, if any, under which the instrument of proxy is signed or a duly certified copy of that power of attorney or other authority (failing previous registration with the Company) shall be attached to the instrument of proxy and (i) if sent personally or by post, must be left at the Office or such other place (if any) as is specified for the purpose in the notice convening the General Meeting not less than seventy-two hours before the time appointed for the holding of the General Meeting or adjourned General Meeting (or in the case of a poll, and if sent personally or by post, not less than twenty-four hours before the time appointed for the taking of the poll) at which it is to be used failing which the instrument may be treated as invalid and (ii) if submitted by electronic communication, must be received through such means as may be specified for that purpose or by way of note or in any document accompanying the notice convening the General Meeting failing which the instrument may be treated as invalid. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the General Meeting as for the General Meeting to which it relates provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not be required again to be delivered for the purposes of any subsequent meeting to which it relates. An instrument of proxy shall be deemed to include the power to demand or join in demanding a poll on behalf of the appointor. Unless otherwise instructed, a proxy shall vote as he thinks fit. The signature on an instrument appointing a proxy need not be witnessed.

86. Intervening death or mental disorder of principal not to revoke proxy

A vote given in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution shall also include a power of attorney) shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy, or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office (or such other place as may be specified for the deposit of instruments appointing proxies) before the commencement of the General Meeting or adjourned General Meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the proxy is used.

87. Corporations acting by representatives

Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of Members and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member of the Company. The Company shall be entitled to treat a

certificate under the seal of the corporation as conclusive evidence of the appointment or revocation of appointment of a representative under this Regulation."

C. RIGHTS IN RESPECT OF DIVIDENDS

"129. Payment of dividends

The Directors may, with the sanction of the Company, by Ordinary Resolution declare dividends but (without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided) no dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors, save as otherwise permitted by the Act.

130. Apportionment of dividends

Subject to the rights of holders of shares with special rights as to dividend (if any), and subject always to the provisions of the Act, all dividends shall be declared and paid according to the number of issued and fully paid shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such shares shall rank for dividend accordingly. Where shares are partly paid, dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid thereon.

131. Payment of preference and interim dividends

Notwithstanding Regulation 130, if, and so far as in the opinion of the Directors, the profits of the Company justify such payments, the Directors may pay fixed preferential dividends on any express class of shares carrying a fixed preferential dividend expressed to be payable on a fixed date on the half-yearly or other dates (if any) prescribed for the payment thereof by the terms of issue of the shares, and subject thereto may also from time to time pay to the holders of any other class of shares interim dividends thereon of such amounts and on such dates as they may think fit.

132. Dividends not to bear interest

No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.

133. Deduction from dividend

The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or in connection therewith, or any other account which the Company is required by law to withhold or deduct.

134. Retention of dividends on shares subject to lien

The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

135. Retention of dividends on shares pending transmission

The Directors may retain the dividends payable on shares in respect of which any person is under this Constitution, as to the transmission of shares, entitled to become a Member, or which any person under this Constitution is entitled to transfer, until such person shall become a Member in respect of such shares or shall duly transfer the same.

136. Unclaimed dividends

The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends unclaimed after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture. For the avoidance of doubt no Member shall be entitled to any interest, share of revenue or other benefit arising from any unclaimed dividends, howsoever and whatsoever.

137. Payment of dividend in specie

The Company may, upon the recommendation of the Directors, by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company or in any one or more of such ways, and the Directors shall give effect to such Resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

138. Dividends payable by cheque

Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto or, if several persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and such address as such persons may by writing direct provided that where the Member is a Depositor, the payment by the Company to the Depository of any dividend payable to a Depositor shall to the extent of the payment discharge the Company from any further liability in respect of the payment. Every such cheque and warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque if purporting to be endorsed or the receipt of any such person shall be a good discharge to the Company. Every such cheque and warrant shall be sent at the risk of the person entitled to the money represented thereby.

139. Effect of transfer

A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer.

140. Power to carry profit to reserve

The Directors may, before recommending any dividend, from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works, plant and machinery of the Company or for special dividends or bonuses or for equalising dividends or for any other purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund, any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it not prudent to divide.

141. Power to capitalise profits

The Company may, upon the recommendation of the Directors, by Ordinary Resolution resolve that it is desirable to capitalise any sum for the time being standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of the profit and loss account or otherwise available for distribution; provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the Members holding shares in the Company in the proportions in which such sum would have been divisible among them had the same been applied or have been applicable in paying dividends and to apply such sum on their behalf either in or towards paying up the amounts (if any) for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares or debentures of the Company, such shares or debentures to be allotted and distributed and credited as fully paid up to and among such Members in the proportion aforesaid or partly in one way and partly in the other. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient and in particular they may fix the value for distribution of any fully paid-up shares or debentures, make cash payments to any Members on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

142. Bonus shares

The Directors may, with the sanction of an Ordinary Resolution of the Company issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) in the Depository Register at the close of business on:

(i) the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided); or

(ii) (in the case of an Ordinary Resolution passed pursuant to Regulation 7) such other date as may be determined by the Directors,

in proportion to their then holdings of shares.

143. Directors to do all acts and things to give effect

Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the sum resolved to be capitalised thereby, all allotments and issues of fully paid shares or debentures (if any), and generally shall do all acts and things required to give effect thereto and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation and/or bonus issue or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the sum resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

166. Distribution of assets in specie

If the Company is wound up (whether the liquidation is voluntary, under supervision or by the Court) the Liquidator may, with the authority of a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority thinks fit, and the liquidation of the Company may be closed and the Company dissolved, but no Member shall be compelled to accept any shares or other securities in respect of which there is a liability."

APPENDIX G – VALUATION CERTIFICATES

The Valuation Certificates issued by the Valuers in respect of the Appraised Properties are set out in this Appendix G. Copies of the Valuation Certificates and the Valuation Reports are available for inspection at the registered office of the Company.

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 15 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026, subject to the existing leases and occupancy arrangements. The valuer has carried out an internal inspection of the Property on 15 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Holdings Limited and other third parties, including but not limited to JTC lease agreement, site area, gross floor area, net lettable area, annual value and tenancy details, etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	11 Changi North Way Serial I-Tech Building Singapore 498796 (the "Property")
Type	The Property comprises a 4-storey single-user general industrial building with temporary ancillary dormitory (90 workers). It is erected on a trapezoidal-shaped plot of land with a splayed corner at the access road level and has a flat contour generally.

Legal Description	MK31-4182W
Valuer	Tan Keng Chiam and Quek Xin Lin, Charmaine are licensed appraisers under the Appraisers Act 1906, administered by the Comptroller of Property Tax and Members of the Singapore Institute of Surveyors & Valuers. They are suitably qualified to carry out the valuation of this magnitude and nature and have over 30 years' and 5 years' experience respectively in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along Changi North Way, off Upper Changi North Street 1. It is approximately 19 km from the city centre at Collyer Quay. The Property comprises a 4-storey single-user general industrial building with ancillary workers' dormitory on the 4th-storey for 90 workers. It is erected on a trapezoidal-shaped land plot with a splayed corner at the access road level and has a flat contour generally. Vertical transportation within the buildings is facilitated by a passenger lift, 2 cargo lifts and supplemented with reinforced concrete staircases.

Tenure	The Property is held under leasehold 30 + 30 years commencing from 16 November 2003.
Registered Lessor(s)	Jurong Town Corporation (JTC)
Registered Lessee(s)	Hafary Pte Ltd
Site Area	7,219.4 sq.m. (77,709 sq.ft.)
Gross Floor Area (GFA)	Approximately 10,205.23 sq.m. (109,848 sq.ft.) - according to architectural floor plan as provided by the client - subject to final survey
Net Lettable Floor Area (NLA)	Approximately 8,175.99 sq.m. (88,006 sq.ft.) - according to tenancy schedule and architectural floor plan as provided by the client - subject to final survey
Year of Completion	Circa 2000s. We understand that the Property had undergone additions and alteration works and the latest Certificate of Statutory Completion was issued on 8 December 2023.
Condition	Good
Occupancy	The Property is currently occupied by related parties of the Lessee as at the date of our inspection.
Annual Land Rent (as provided)	Land rent is currently payable to JTC amounting to approximately S$181,855.92/- per annum (being S$25.19 per square metre on land), including Goods and Services Tax (GST).
Annual Value (Year 2026) (as provided)	S$ 1,714,000/-
Master Plan Zoning (2025 Edition)	"Business 2" with a gross plot ratio of 1.6. *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Comparison Method
Date of Valuation	15 October 2026
Market Value	**S$25,000,000/-** **(Singapore Dollars Twenty-Five Million)**
Value psm / psf on GFA	**S$2,450 / S$228**
Value psm / psf on NLA	**S$3,058 / S$284**

Yours faithfully,



Tan Keng Chiam
B.Sc. (Est. Mgt.), MSISV, MRICS
Licensed Appraiser No. AD041-2004796D
Executive Director
Valuation and Advisory Services



Quek Xin Lin, Charmaine
B.Sc (Hons) Real Estate (Distinction), MSISV
Licensed Appraiser No. AD041-2010511H
Manager
Valuation and Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

Appendix I

7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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+65 6223 2323

colliers.com/Singapore

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 12 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026, subject to the existing leases and occupancy arrangements. The valuer has carried out an internal inspection of the Property on 12 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Holdings Limited and other third parties, including but not limited to JTC lease agreement, site area, gross floor area, net lettable area, annual value and tenancy details, etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	105 Eunos Avenue 3 Hafary Centre Singapore 409836 (the "Property")
Type	The Property comprises a 6-storey light industrial development with temporary ancillary dormitory (10 workers). It is erected on a rectangular-shaped land plot slightly above the access road level and has a flat contour generally.

Legal Description	MK23-2372V
Valuer	Tan Keng Chiam and Quek Xin Lin, Charmaine are licensed appraisers under the Appraisers Act 1906, administered by the Comptroller of Property Tax and Members of the Singapore Institute of Surveyors & Valuers. They are suitably qualified to carry out the valuation of this magnitude and nature and have over 30 years' and 5 years' experience respectively in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along the south-eastern side of Eunos Avenue 3, off Eunos Road 2/5 and Sims Avenue. It is approximately 8.5 km from the city centre at Collyer Quay. The Property comprises a 6-storey light industrial development. It is erected on a rectangular-shaped land plot slightly above the access road level and has a flat contour generally. Vertical transportation within the building is facilitated by 3 passenger lifts, 2 service lifts and supplemented with reinforced concrete staircases.

Tenure	The Property is held under leasehold 60 years commencing from 15 September 1979.
Registered Lessor	Jurong Town Corporation
Registered Lessee	Hafary Centre Pte. Ltd.
Site Area	4,978.4 sq.m. (53,587 sq.ft.)
Gross Floor Area (GFA)	Approximately 12,131.02 sq.m. (130,577 sq.ft.) - according to Grant of Written Permission vide Urban Redevelopment Authority reference number ES20220609R0168 dated 14 October 2022
Net Lettable Floor Area (NLA)	Approximately 10,408.53 sq.m. (112,026 sq.ft.) - according to tenancy schedule as provided by the client - subject to final survey
Year of Completion	Circa 2010s. We understand that the Property had undergone addition and alteration works and the corresponding Certificate of Statutory Completion was issued on 8 May 2025.
Condition	Good
Occupancy	The Property was partially owner-occupied and partially tenanted as at the date of our inspection.
Aggregate Annual Value (Year 2026) (as provided)	S$2,643,700/-
Master Plan Zoning (2025 Edition)	"Reserve Site" *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Comparison Method
Date of Valuation	12 October 2026
Market Value	**S$23,600,000/-** **(Singapore Dollars Twenty-Three Million And Six Hundred Thousand)**
Value psm / psf on GFA	**S$1,945 / S$180**
Value psm / psf on NLA	**S$2,268 / S$211**

Yours faithfully,



Tan Keng Chiam
B.Sc. (Est. Mgt.), MSISV, MRICS
Licensed Appraiser No. AD041-2004796D
Executive Director
Valuation and Advisory Services



Quek Xin Lin, Charmaine
B.Sc (Hons) Real Estate (Distinction), MSISV
Licensed Appraiser No. AD041-2010511H
Manager
Valuation and Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

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7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 13 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026, subject to the existing leases and occupancy arrangements. The valuer has carried out an internal inspection of the Property on 13 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Holdings Limited and other third parties, including but not limited to JTC lease agreement, site area, gross floor area, net lettable area, annual value and tenancy details, etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	3 Changi North Street 1 Hafary Logistic Centre Singapore 498824 (the "Property")
Type	The Property is a 2-storey single-user warehouse with mezzanine level. It is erected on a trapezoidal-shaped land plot at the access road level and has a flat contour generally.

Legal Description	MK31-4016P
Valuer	Tan Keng Chiam and Quek Xin Lin, Charmaine are licensed appraisers under the Appraisers Act 1906, administered by the Comptroller of Property Tax and Members of the Singapore Institute of Surveyors & Valuers. They are suitably qualified to carry out the valuation of this magnitude and nature and have over 30 years' and 5 years' experience respectively in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along Changi North Street 1, off Upper Changi Road North and Changi North Way. It is approximately 18 km from the city centre at Collyer Quay. The Property is a 2-storey single-user warehouse with mezzanine level. It is erected on a trapezoidal-shaped land plot at the access road level and has a flat contour generally. Vertical transportation within the building is facilitated by a passenger lift, 4 cargo lifts and supplemented with reinforced concrete staircases.

Tenure	The Property is held under leasehold for 30 + 30 years lease commencing from 1 March 1999.
Registered Lessor(s)	Jurong Town Corporation (JTC)
Registered Lessee(s)	Hafary Centre Pte. Ltd.
Site Area	10,465.3 sq.m. (112,647 sq.ft.)
Gross Floor Area (GFA)	Approximately 13,988.02 sq.m. (150,566 sq.ft.) - according to Grant of Written Permission vide URA reference number ES20121017R0152 dated 20 December 2012 and architectural floor plan as provided by the client - subject to final survey
Net Lettable Area (NLA)	Approximately 13,988.02 sq.m. (150,566 sq.ft.) - according to tenancy schedule as provided by the client - subject to final survey
Year of Completion	We understand that the Certificate of Statutory Completion for the building was issued on 3 October 2013.
Condition	Good
Occupancy	The Property is currently occupied by a related party of the Lessee as at the date of our inspection.
Annual Land Rent (as provided)	Land rent is currently payable to JTC amounting to approximately S$263,637.48/- per annum (being S$25.19 per square metre on land), including Goods and Services Tax (GST).
Annual Value (Year 2026) (as provided)	S$2,259,000/-
Master Plan Zoning (2025 Edition)	"Business 2" with a gross plot ratio of 1.6. *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Comparison Method
Date of Valuation	13 October 2026
Market Value	**S$32,000,000/-** **(Singapore Dollars Thirty-Two Million)**
Value psm / psf on GFA	**S$2,288 / S$213**
Value psm / psf on NLA	**S$2,288 / S$213**

Yours faithfully,



Tan Keng Chiam
B.Sc. (Est. Mgt.), MSISV, MRICS
Licensed Appraiser No. AD041-2004796D
Executive Director
Valuation and Advisory Services



Quek Xin Lin, Charmaine
B.Sc (Hons) Real Estate (Distinction), MSISV
Licensed Appraiser No. AD041-2010511H
Manager
Valuation and Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

Appendix I

7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

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14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 14 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026, , subject to the existing leases and occupancy arrangements. The valuer has carried out an internal inspection of the Property on 14 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Holdings Limited and other third parties, including but not limited to JTC lease agreement, site area, gross floor area, net lettable area, annual value and tenancy details, etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	18 Sungei Kadut Street 2 Singapore 729236 (the "Property")
Type	The Property comprises a 7-storey single-user warehouse building with commercial units on the 1st-storey, car parking facilities on the 2nd and 3rd storey and warehouse on the 4th to 7th storey. It is erected on a trapezoidal-shaped plot with a curved corner slightly above the access road level and has a flat contour generally.

Legal Description	MK11-3635A
Valuer	This valuation has been prepared by Cody Teo and reviewed by Tan Keng Chiam. Tan Keng Chiam is a licensed appraiser under the Appraisers Act 1906, administered by the Comptroller of Property Tax and a Member of the Singapore Institute of Surveyors & Valuers. He is suitably qualified to carry out the valuation of this magnitude and nature and has over 30 years' of experience in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located on the along Sungei Kadut Street 2 at the junction with Sungei Kadut Central and is approximately 23 km from the city centre at Collyer Quay. The Property comprises a 7-storey single-user warehouse building with commercial units on the 1st-storey, car parking facilities on the 2nd-storey and 3rd-storey and warehouse on the 4th-storey to 7th-storey. It is erected on a trapezoidal-shaped plot with a curved corner, slightly above the access road level and has a flat contour generally. Vertical transportation within the buildings is facilitated by 3 passenger/ fire lifts, 4 goods lifts and supplemented with reinforced concrete staircases. Other site improvements include two 5-ton crane on the 7th-storey.

Tenure	The Property is held under leasehold for 18 Years 6 Months and 3 Days lease commencing from 1 March 2025.
Registered Lessor(s)	Jurong Town Corporation
Registered Lessee(s)	World Furnishing Hub Pte. Ltd.
Site Area	9,919.5 sq.m (106,772 sq.ft.)
Gross Floor Area (GFA)	Approximately 27,456.27 sq.m (295,536 sq.ft.) - according to Grant of Written Permission vide URA reference number ES20160512R0158 dated 12 July 2016 and architectural floor plan as provided by the client - subject to final survey.
Net Lettable Floor Area (NLA)	Approximately 25,806 sq.m. (277,783 sq.ft.) - as provided by client and subject to final survey
Year of Completion	We understand that the Certificate of Statutory Completion for the building was issued on 18 August 2017.
Condition	Good
Occupancy	The Property is currently occupied by related and non-related parties of the Lessee as at the date of our inspection.
Annual Land Rent (as provided)	The land premium in respect of the retail component has been fully paid for the full lease term of 18 Years 6 Months and 3 Days. In respect of the Business-2 component, land rent remains payable, amounting to approximately S$ S$226,084.32/- per annum (being S$22.79 per square metre on land), including Goods and Services Tax (GST).
Aggregate Annual Value (Year 2026) (as provided)	S$4,413,300/-
Master Plan Zoning (2025 Edition)	"Business 2–White" with a gross plot ratio of 3.0, *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Income Capitalisation Method and Comparison Method
Income Capitalisation Method	**Component** / **Capitalisation Rate** Commercial 5.00% Industrial 6.00%
Date of Valuation	14 October 2026
Market Value	**S$50,000,000/-** **(Singapore Dollars Fifty Million)**
Value psm / psf on GFA	**S$1,821 / S$169**
Value psm / psf on NLA	**S$1,937 / S$180**

Yours faithfully,

Tan Keng Chiam
B.Sc. (Est. Mgt.) MSISV, MRICS
Licensed Appraiser No.: AD041-2004796D
Executive Director
Valuation and Advisory Services

Cody Teo
Assistant Manager
Valuation and Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

Appendix I

7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 14 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026, subject to the existing leases and occupancy arrangements. The valuer has carried out an internal inspection of the Property on 14 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Holdings Limited and other third parties, including but not limited to JTC lease agreement, site area, gross floor area, net lettable area, annual value and tenancy details, etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	28 Loyang Crescent Singapore 508990 (the "Property")
Type	The Property comprises a part 7-storey/ part 4-storey single-user warehouse building with ancillary office and ancillary workers' dormitory on the 4th-storey to the 6th-storey for 98 workers. It is erected on a rectangular-shaped plot with a splayed corner, slightly above the access road level and has a flat contour generally.

Legal Description	MK31-1928V
Valuer	This valuation has been prepared by Cody Teo and reviewed by Tan Keng Chiam. Tan Keng Chiam is a licensed appraiser under the Appraisers Act 1906, administered by the Comptroller of Property Tax and a Member of the Singapore Institute of Surveyors & Valuers. He is suitably qualified to carry out the valuation of this magnitude and nature and has over 30 years' of experience in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along Loyang Way at the junction with Loyang Link and is approximately 25 km from the city centre at Collyer Quay. The Property comprises a part 7-storey/ part 4-storey single-user warehouse building with ancillary office and ancillary workers' dormitory on the 4th-storey to the 6th-storey for 98 workers. It is erected on a rectangular-shaped plot with a splayed corner, slightly above the access road level and has a flat contour generally. Vertical transportation within the buildings is facilitated by 1 passenger lift, 2 goods lifts and supplemented with reinforced concrete staircases. Other site improvements include 5-ton cranes at the warehouse/ production level.

Tenure	The Property is held under leasehold for 26 years lease commencing from 1 July 2004 with an option to renew for a further term of 20 years. We understand that the client has accepted the lease renewal but has not fulfilled the Declared Investment set by JTC. For the purpose of this valuation we have assumed that the 20 years lease extension has been granted.
Registered Lessor(s)	Jurong Town Corporation
Registered Lessee(s)	Hafary Crescent Pte. Ltd.
Site Area	5,911.8 sq.m (63,634 sq.ft.)
Gross Floor Area (GFA)	Approximately 14,778.22 sq.m (159,071 sq.ft.) – according to architectural floor plan provided and subject to final survey.
Net Lettable Floor Area (NLA)	Approximately 13,817.48 sq.m. (148,730 sq.ft.) - as provided by client and subject to final survey
Year of Completion	We understand that the Certificate of Statutory Completion for the building was issued on 13 June 2017 and one other date 2 September 2025 for additions and alterations done.
Condition	Good
Occupancy	The Property is currently occupied by related parties of the Lessee as at the date of our inspection.
Annual Land Rent (as provided)	Land rent is currently payable to JTC amounting to approximately S$153,041.76/- per annum (being S$25.89 per square metre on land), including Goods and Services Tax (GST).
Annual Value (Year 2026) (as provided)	S$2,418,000/-
Master Plan Zoning (2025 Edition)	"Business 2" with a gross plot ratio of 2.5. *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Comparison Method
Date of Valuation	14 October 2026
Market Value - **subject to fulfillment of Declared Investment set by JTC**	**S$28,000,000/-** **(Singapore Dollars Twenty-Eight Million)**
Value psm / psf on GFA	**S$1,895 / S$176**
Value psm / psf on NLA	**S$2,026 / S$188**

Yours faithfully,

Tan Keng Chiam
B.Sc. (Est. Mgt.) MSISV, MRICS
Licensed Appraiser No.: AD041-2004796D
Executive Director
Valuation and Advisory Services

Cody Teo
Assistant Manager
Valuation and Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

1. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

2. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

3. Environment And Planning

3.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

3.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

3.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

4. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

5. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

Appendix I

6. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

7. Currency Of Valuation

7.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

7.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

7.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

8. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

9. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

10. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

11. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

12. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

13. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

14. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

15. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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colliers.com/Singapore

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 14 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026. The valuer has carried out an internal inspection of the Property on 14 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Pte Ltd and other third parties, including but not limited to site area, gross floor area, net lettable area, annual value, tenancy details, budgeted capital expenditure and profit and loss statement etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our assessment valuation. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	161 Lavender Street Singapore 338750 (the "Property")
Type	The Property comprises a 2-storey pre-war shophouse with attic and a 4-storey rear extension involving a change of use from office to residential flat and carpark. It is erected on a trapezoidal-shaped plot with a curved corner slightly above the access road level and has a flat contour generally.

Legal Description	TS17-3091N
Valuer	This valuation has been prepared by Isabelle Chua and reviewed by Tan Keng Chiam. Tan Keng Chiam is a licensed appraiser under the Appraisers Act 1906, administered by the Comptroller of Property Tax and a Member of the Singapore Institute of Surveyors & Valuers. He is suitably qualified to carry out the valuation of this magnitude and nature and has over 30 years' of experience in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along Lavender Street, bounded by Kallang Bahru and Bendemeer Road and is approximately 4.5 km from the City Centre. The Property comprises a 2-storey pre-war shophouse with attic and a 4-storey rear extension involving a change of use from office to residential flat and carpark with commercial units located on the 1st storey, a showroom on the 2nd storey and attic and residential units (currently using as a co-living) from the 2nd to 6th storey. It is erected on a trapezoidal-shaped plot with a curved corner slightly above the access road level and has a flat contour generally. Vertical transportation within the buildings is facilitated by 1 passenger lift with a maximum capacity of 800 kg and supplemented with reinforced concrete staircases.

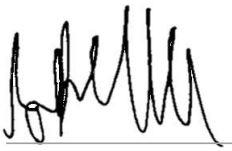
Tenure	The Property is held under leasehold for 99 years lease commencing from 2 December 2016
Registered Lessee(s)	Hafary Flagship Store Pte. Ltd.
Site Area	1,531.6 sq.m (16,486 sq.ft.)
Gross Floor Area (GFA)	Approximately 4,891.24 sq.m. (52,649 sq.ft.) - as provided by client and subject to final survey
Net Lettable Floor Area (NLA)	Approximately 4,787.99 sq.m. (51,537 sq.ft.) - as provided by client and subject to final survey
Year of Completion	We understand that the Temporary Occupation Permits for the buildings was issued on 1 August 2024 and the Certificate of Statutory Completion was issued on 21 November 2025.
Condition	Good
Occupancy	Based on the tenancy schedule provided to us as at 13 October 2026, the Property is multi-tenanted.
Aggregate Annual Value (Year 2026) (as provided)	Commercial S$1,431,300/- Residential S$768,000/- **Total** **S$2,199,300/-**
Master Plan Zoning (2025 Edition)	"Commercial" with a gross plot ratio of 3.0 *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Income Capitalisation Method and cross-checked with the Comparison Method
Income Capitalisation Method	**Component** / **Capitalisation Rate** Commercial 3.00% Residential 3.00%
Date of Valuation	14 October 2026
Market Value	**S$84,000,000/-** **(Singapore Dollars Eighty-Four Million)**
Value psm / psf on GFA	**S$17,173 / S$1,595**
Value psm / psf on NLA	**S$17,543 / S$1,629**

Yours faithfully,



Tan Keng Chiam
B.Sc (Est. Mgt.) MSISV, MRICS
Licensed Appraiser No. AD041-2004796D
Executive Director & Head
Valuation and Advisory Services



Isabelle Chua
Valuer
Valuation And Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

4.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

4.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

1. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

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+65 6223 2323

colliers.com/Singapore

Colliers International Consultancy & Valuation (Singapore) Pte Ltd
UEN No. 198105965E

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 15 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026. The valuer has carried out an internal inspection of the Property on 15 October 2026 and made independent investigations as necessary for carrying out this valuation. Our valuation is based on a significant amount of information which is sourced from Hafary Pte Ltd and other third parties, including but not limited to site area, gross floor area, net lettable area, annual value, tenancy details, budgeted capital expenditure and profit and loss statement etc. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers International Consultancy & Valuation (Singapore) Pte Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested. We have not sighted the lease agreements and have assumed that these are current, with good covenants and in line with the general market practice in Singapore.
Property Address	51 Middle Road Singapore 188959 (the "Property")
Type	The Property comprises a 6-storey commercial building with roof and basement carpark. It is erected on an almost rectangular-shaped plot of land slightly above the access road level and has a flat contour generally.

Legal Description	TS11-874A
Valuer	The valuation has been prepared by Isabelle Chua and reviewed by Tan Keng Chiam. Tan Keng Chiam is a licensed appraiser under the Appraisers Act 1906, administered by the Comptroller of Property Tax and a Member of the Singapore Institute of Surveyors & Valuers. He is suitably qualified to carry out the valuation of this magnitude and nature and has over 30 years' of experience in the valuation and appraisal of any estate or immovable property, lands, tenements or hereditaments, or any interest in possession or reversion, remainder or contingency in any estate or immovable property, for or on expectation of any hire, gain, fee or reward or valuable consideration to be paid to the person therefor in Singapore. Neither the valuer nor Colliers International Consultancy & Valuation (Singapore) Pte Ltd are aware of any pecuniary interest or conflict of interest that could reasonably be regarded as being capable of affecting the ability to give an unbiased and objective, opinion of the value of the Property.
Valuation Standards	This valuation has been carried out in accordance with the Singapore Institute of Surveyors and Valuers' Valuation Standards and Practice Guidelines. Colliers International Consultancy & Valuation (Singapore) Pte Ltd is regulated by the Singapore Institute of Surveyors and Valuers and all necessary investigations, inspections, and other work carried out for the purpose of this valuation have been in accordance with its' valuation standards. The Singapore Institute of Surveyors and Valuers monitors regulated firms under its Conduct and Disciplinary regulations. Colliers International maintains a complaint handling procedure, a copy of which is available on request.
Valuation Basis	Market Value on 'As-Is' Basis. Market Value is defined as "the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".
Brief Description of the Property	The Property is located along Middle Road, bounded by North Bridge Road and Beach Road and is approximately 2.8 km from the City Centre. The Property comprises a 6-storey commercial building and basement carpark with an F&B unit located on the 1st storey, gym on the 2nd to 5th storey and an office on the 6th storey. It is erected on an almost rectangular-shaped plot of land slightly above the access road level and has a flat contour generally. Vertical transportation within the buildings is facilitated by 1 passenger lift with a maximum capacity of 750 kg and supplemented with reinforced concrete staircases.

Tenure	The Property is held under leasehold for 999 years lease commencing from 30 January 1835
Registered Lessee(s)	Hafary W+S Pte. Ltd.
Site Area	302.5 sq.m (3,256 sq.ft.)
Gross Floor Area (GFA)	Approximately 1,616.12 sq.m. (17,396 sq.ft.) – as provided by client and subject to final survey
Net Lettable Floor Area (NLA)	Approximately 1,420.88 sq.m. (15,294 sq.ft.) - as provided by client and subject to final survey
Year of Completion	We understand that the Certificate of Statutory Completion was issued on 8 February 2012.
Condition	Good
Occupancy	Based on the tenancy schedule provided to us as at 12 October 2026, the Property is multi-tenanted.
Aggregate Annual Value (Year 2026) (as provided)	S$1,026,800/-
Master Plan Zoning (2025 Edition)	'Commercial' with a gross plot ratio of 4.2 *Note : The official Master Plan Zoning, Road/ Drainage/ Railway Interpretation Plans and other legal requisitions have not been applied for and/ or made available to us.*

Methods of Valuation	Income Capitalisation Method and cross-checked with the Comparison Method
Income Capitalisation Method	Capitalisation Rate: 2.75%
Date of Valuation	15 October 2026
Market Value	**S$35,250,000/-** **(Singapore Dollars Thirty-Five Million Two Hundred And Fifty Thousand)**
Value psm / psf on GFA	**S$21,811 / S$2,026**
Value psm / psf on NLA	**S$24,808 / S$2,304**

Yours faithfully,

Tan Keng Chiam
B.Sc (Est. Mgt.) MSISV, MRICS
Licensed Appraiser No. AD041-2004796D
Executive Director & Head
Valuation and Advisory Services

Isabelle Chua
Valuer
Valuation And Advisory Services

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

1. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

2. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

3. Environment And Planning

3.1 We have obtained town planning information from the prevailing Master Plan available on URA website. It is your responsibility to check the accuracy of this information under the appropriate planning legislation.

3.2 For obvious reasons, we do not and cannot provide information relating to government acquisitions unless the land has already been gazetted for acquisition.

3.3 No requisition on road, MRT, LRT, drainage and other government proposals has been made by us. Such information will not be tendered unless specifically requested for and we be properly reimbursed.

4.4 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show that the site is contaminated, our valuation may require revision.

4. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate floor/building and/or lettable areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated by us then You will refer the valuation back to Us for comment or, where appropriate, amendment.

5. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

6.7 All Location Plans are obtained from www.onemap.gov.sg. Whilst we do make every endeavor to update the maps as far as it is possible, we do not vouch for the accuracy of the maps and shall not be responsible if it is otherwise.

6.8 Values are reported in Singapore currency unless otherwise stated.

Appendix I

6. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

7. Currency Of Valuation

7.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

7.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

7.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

8. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and based on information currently available to us and not representative of what actual values of the property will be as at future date. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

9. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

10. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

11. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

12. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

13. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

14. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

15. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.

No.253 Yonghe Road
Jingan District,
Shanghai
+86 10 8541 1166

Colliers Appraisal & Advisory Services (Shanghai) Co., Ltd.

Valuation Certificate

Valuation Prepared For	Hafary Holdings Limited
Instruction	We have been instructed to determine the Market Value of the Property as at 19 October 2026 ("date of valuation") for the purposes of voluntary conditional cash offer by United Overseas Bank Limited for and on behalf of 23 Capital Pte. Ltd. (the Offeror) which was announced on 28 September 2026. The valuer has carried out an internal inspection of the Property on 19 October 2026 and made independent investigations as necessary for carrying out this valuation. We have reviewed the information for reasonableness and consistency where practicable, and have included information and data provided by the Client, from government departments, in the public domain, and our own internal database. We have relied upon the accuracy, sufficiency and consistency of the information supplied to us. Colliers Appraisal & Advisory Services (Shanghai) Co., Ltd accepts no liability for any inaccuracies contained in the information disclosed by the Client or other parties, or for conclusions which are drawn either wholly or partially from that information. Should inaccuracies be subsequently discovered, we reserve the right to amend our valuation assessment. No structural survey or environmental survey of the Property has been carried out. Services and facilities have not been tested.
Property Address	No.78, Gaofu First Road, Hecheng Subdistrict, Gaoming District, Foshan, Guangdong, PRC (the "Property")
Type	The Property, Foshan Gaoming Hafary Storage Base, comprises three workshop buildings (Workshop 1: Zone A to D and K, Workshop 2: Zone E to H and L together with an office area, and Workshop 3: Zone J) and a five-storey dormitory building.

Legal Description	Pursuant to the Real Estate Ownership Certificates Yue (2021) Fo Gao Bu Dong Chan Quan Di 0030579 Hao and Di 0030582 Hao, the land-use rights of the Property, Foshan Gaoming Hafary Storage Base, with a total site area of approximately 40,745.76 sq m and the corresponding building ownership with a total certified gross floor area (GFA) of 14,683.36 sq m are vested in 佛山市合发利贸易有限公司 for industrial use.
Valuer	This valuation has been prepared by Kin Ming Woo (James Woo) and Qi Zhang (Sunday Zhang), both of whom are suitably qualified and experienced in the valuation of real estate assets in China. Woo Kin Ming James is a Fellow of the Royal Institution of Chartered Surveyors (Registration No.: 0837243) and Executive Director, Valuation & Advisory Services, China at Colliers. He has over 30 years of experience in the valuation of properties of a similar scale, nature and complexity throughout China. Sunday Zhang is a Certified Real Estate Appraiser (Registration No.: 3120260032) and Certified Public Valuer in the People's Republic of China. She has over 10 years of experience in the valuation of properties of similar scale, nature and complexity throughout China. The Valuers have acted as independent valuers. Neither the Valuers nor Colliers has any material financial or other interest in the Property, the Owner, the Client, the offeror or the offeree that could reasonably be regarded as affecting the independence or objectivity of the valuation. The valuation has been subject to Colliers' internal valuation review and quality-control procedures.
Valuation Standards	This valuation has been undertaken in accordance with the International Valuation Standards effective from 31 January 2025, including IVS 400 Real Property Interests, and the RICS Valuation – Global Standards effective from 31 January 2025.
Valuation Basis	Market Value is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion". Market Value is subject to the special assumption of vacant possession. The valuation disregards the existing throughput-based charging arrangements and adopts market rental value that could reasonably be achieved if the Property were hypothetically let in the open market as at the Valuation Date.

Brief Description of the Property	The Property, Foshan Gaoming Hafary Storage Base, comprises three workshop buildings (Workshop 1: Zone A to D and K, Workshop 2: Zone E to H and L together with an office area, and Workshop 3: Zone J) and a five-storey dormitory building. The total gross floor area ("GFA") and gross lettable area ("GLA") of the Property are 33,437.85 sqm and 32,903.25 sqm respectively. As advised by the client, the title certificate for Workshop 1 has been obtained. The main buildings were completed in or around 2002, while Zone L was a later addition completed in around 2015. At the date of inspection, the Property was under normal operation, with the workshops being used primarily for storage purposes.
Tenure	The Land use rights of the Property will expire on 30 December 2050 with a remaining lease term of 24.21 years.
Registered Owner	佛山市合发利贸易有限公司 (the "Owner")
Site Area	40,745.76 sq.m. (438,583 sq.ft.)
Gross Floor Area (GFA)	Approximately 33,437.85 sq.m. (359,922 sq.ft.), of which 14,683.36 sq.m. (158,050 sq.ft.) is certified. – According to information provided by the Client, a portion of the buildings forming part of the Property is presently not covered by real estate ownership certificates. For valuation purposes, we have assumed that the abovementioned portion of the Property has received all necessary planning, construction, fire-safety and completion approvals, and all relevant regulatory requirements and approvals in respect of these buildings have been duly complied with, and that their existing occupation, use and transfer together with the certificated land-use rights would not give rise to any material additional cost or liability. In the absence of a PRC legal opinion confirming the above, this valuation is subject to these assumptions. Should the actual legal position differ materially, the valuation may require reconsideration.
Gross Lettable Area (sq m)	Approximately 32,903.25 sq.m. (354,167 sq.ft.)
Year of Completion	Circa 2002, with Zone L as a later addition completed in circa 2015
Condition	Fair condition having regard to its age and current use
Occupancy	The Property was occupied by both related and unrelated parties as at the date of our inspection.
Property Tax	RMB 267,581.04/-
Master Plan Zoning	Industrial Use

Methods of Valuation	Discounted Cash Flow (DCF) Method. The DCF reflects the unexpired term of the granted land-use rights ending on 30 December 2050. The cash flow projection and terminal value have been limited to the remaining land-use term, and no assumption has been made regarding the extension or renewal of the land-use rights upon expiry. Terminal Capitalisation Rate adopted: 6% -7% Discount Rate adopted: 8% - 9%
Date of Valuation	19 October 2026
Market Value	**RMB33,500,000/-** **(Renminbi Thirty-Three Million Five Hundred Thousand)**
Value psm / psf on total GFA	**RMB1,002 psm / RMB92 psf**
Value psm / psf on GLA	**RMB1,018 psm / RMB95 psf**

Yours faithfully,

Kin Ming Woo (James Woo)
FRICS AICFC
Executive Director & Head
Valuation and Advisory Services I China

Qi Zhang (Sunday Zhang)
CREA CPV
Senior Manager
Valuation and Advisory Services I China

This valuation is subject to the Caveats and Assumptions attached to the Valuation Report.

Appendix I

Caveats And Assumptions

1. Definitions

In these Caveats and Assumptions the following words or phrases shall have the meaning or meanings set out below:

'Confidential Information' means information that:
(a) Is by its nature confidential.
(b) Is designed by Us as confidential.
(c) You know or ought to know is confidential.
(d) Includes, without limitation: information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services.

'Currency Date' means, in relation to any valuation report, the date as at which our professional opinion is stated to be current.

'Fee' means the amount agreed to be paid for the Services as set out in the Quotation.

'**Parties**' means You or Us as the context dictates.

'**Quotation**' means the written quote provided by Us in relation to the Services.

'**Services**' means the valuation services provided pursuant to these Terms and Conditions and the Quotation, and includes any documents, reports or certificates provided by Us in connection with the Services.

'**The Property**' means the assets which are subject of our appointment as your advisor.

'**We**', '**Us**', '**Our**', '**Colliers**' means Colliers International Limited.

'**You**', '**Your**', '**Client**' means the person, company, firm or other legal entity by or on whose behalf instructions are given, and any person, firm, company or legal entity who actually gave the instructions to us even though such instructions were given as agent for another.

'**Professional Property Practice Standards**' refers to RICS Valuation and Appraisal Handbook, or Singapore Institute of Surveyors & Valuers' Valuation Standards and Practice Guidelines.

2. Performance Of Services

2.1 We have provided the Services in accordance with:
(a)The Terms and Conditions contained herein; or
(b)As specifically instructed by You for the purpose of the Services; and
(c) Within the current provisions set by the prevailing Professional Property Practice Standards.

3. Condition Of The Property

3.1 No allowance has been made in our report for any charges, mortgages or amounts owing on any of the properties valued nor for any expenses or taxation which may be incurred in effecting a sale. We have assumed that the Property is free from and clear of any and all charges, liens and encumbrances of an onerous nature likely to affect value, whether existing or otherwise, unless otherwise stated. We assume no responsibility for matters legal in nature nor do we render any opinion as to the title which is assumed to be good and marketable. We are not aware of any easements or rights of way affecting the property and our valuation assumes that none exists.

3.2 We have assumed that the Property has been constructed, occupied and used in full compliance with, and without contravention of, all ordinances, except only where otherwise stated. We have further assumed that, for any use of the Property upon which this report is based, any and all required licences, permits, certificates, and authorisations have been obtained, except only where otherwise stated.

3.3 We have assumed that any development sites are in a condition suitable for development; this has not been checked by us.

3.4 We have not carried out detailed site measurements to verify the correctness of the site areas in respect of the properties but have assumed that the site areas shown on the documents and official site plans handed to us are correct. All documents and contracts have been used as reference only and all dimensions, measurements and areas are approximations. No on-site measurements has been taken.

3.5 We have assumed that there is no timber infestation, asbestos or any other defect (unless advised otherwise) and that the property is compliant with all relevant environmental laws. It is Your responsibility to provide reports to Us that are relevant to these issues.

3.6 An internal inspection has been made, unless otherwise stated, no detailed on-site measurements have been taken.

3.7 While due care is exercised in the course of our inspection to note any serious defects, no structural survey of the Property will or has been undertaken, and We will not (and are not qualified to) carry out a structural, geotechnical or environmental survey. We will not inspect those parts of the property that are unexposed or inaccessible.

3.8 None of the services have been tested by Us and we are unable therefore to report on their present condition, but will presume them to be in good working order.

3.9 We recommend that You engage appropriately qualified persons to undertake investigations excluded from our Services.

3.10 No responsibility will be accepted either to You or to any third party for loss or damage that may result directly or indirectly from the condition of the property.

4. Environment And Planning

4.1 We have only obtained verbal town planning information. It is your responsibility to check the accuracy of this information by obtaining a certificate under the appropriate legislation..

4.2 We do not hold ourselves to be experts in environmental contamination. Unless otherwise stated, our inspection of the site did not reveal any contamination or pollution affectation, and our valuation has been prepared on the assumption that that the land is not contaminated and has not been affected by pollutants of any kind. We would recommend that this matter be checked by a suitably qualified environmental consultant. Should subsequent investigation show the site is contaminated, our valuation may require revision.

5. Floor/Building Areas And Lettable Areas

5.1 Where a survey is provided to Us for consideration, We will assume that information contained in the survey is accurate and has been prepared in accordance with the prevailing Professional Property Practice Standards.

5.2 If you do not provide Us with a survey, We will estimate building areas based only upon available secondary information (including but not limited to building plans, deposited plans, and our own measurements). Such estimates do not provide the same degree of accuracy or certainty as would be provided by a survey prepared by an appropriately qualified professional in accordance with the prevailing Professional Property Practice Standards.

5.3 Where such a survey is subsequently produced which differs from the areas estimated then You will refer the valuation back to Us for comment or, where appropriate, amendment.

6. Other Assumptions

6.1 Unless otherwise notified by You, We will assume:

(a) There are no easements, mortgages, leases, encumbrances, covenants, caveats, rights of way or encroachments except those shown on the Title.

(b) All licences and permits can be renewed and We have not made any enquires in this regard.

6.2 Where third party expert or specialist information or reports are provided to Us or obtained by Us in connection with Services (including but not limited to surveys, quantity surveyors reports, environmental audits, structural/ dilapidation reports), we will rely upon the apparent expertise of such experts/ specialists. We will not verify the accuracy of this information or reports, and assume no responsibility for their accuracy.

6.3 Our services are provided on the basis that the client has provided us, to the best of its knowledge, with a full and frank disclosure of all information and other facts which may affect the service, including all secrecy clauses and side agreements. We accept no responsibility or liability whatsoever for the valuation unless such a full disclosure has been made.

6.4 Any plans, sketches or maps included in this report are for identification purposes only and should not be treated as certified copies of areas or other particulars contained therein.

6.5 The study of possible alternative development options and the related economics are not within the scope of this report, unless otherwise stated.

6.6 Our opinion about the Market Value of the property is free from any influence and/ or point of views of any other parties.

Appendix I

7. Estimated Selling Price

7.1 Where you instruct Us to provide an Estimated Selling Price, You agree that the Services:

(a) Are limited to the provision of an opinion based on Our knowledge of the market and informal enquiries.

(b) We are not required to carry out a full inspection of the property; any inspection of comparable properties; a search of Title(s) or other enquiries as to encumbrances, restrictions or impediments on Title(s); or other investigations which would be required for a formal valuation.

(c) Provide an indicative figure only which is not suitable for use for any purpose other than as general information or guide as to sale expectations. It is not suitable to be relied upon for the purpose of entry into any transaction.

7.2 No responsibility will be accepted either to You or to any third party for loss or damage that may result from the issue of such an Estimated Selling Price.

8. Currency Of Valuation

8.1 Due to possible changes in market forces and circumstances in relation to the property the Services can only be regarded as relevant as at the Currency Date.

8.2 Where You rely upon Our valuation report after the Currency Date, You accept the risks associated with market movements between the Currency Date and the date of such reliance.

8.3 Without limiting the generality of 9.1, You should not rely upon Our valuation:

(a) After the expiry of 3 months from the Currency Date;

(b) Where circumstances have occurred during that period which may have a material effect on the value of the property or the assumptions or methodology used in the valuation report.

9. Market Projections

9.1 Any market projections incorporated within our Services including, but not limited to, income, expenditure, associated growth rates, interest rates, incentives, yields and costs are projections only and may prove to be inaccurate. Accordingly, such market projections should be interpreted as an indicative assessment of potentialities only, as opposed to certainties.

9.2 Where Our Services include market projections such projections require the dependence upon a host of variables that are highly sensitive to varying conditions. Accordingly, variation in any of these conditions may significantly affect these market projections.

9.3 Where market projections form part of Our Services, We draw your attention to the fact that there will be a number of variables within acceptable market parameters that could be pertinent to Our Services and the projections adopted are representative of only one of these acceptable parameters.

9.4 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to us by you.

10. Your Obligations

10.1 You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Services.

10.2 You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Services are provided with the authority of the authors of those reports.

10.3 You authorise and license Us to incorporate Your intellectual property within Our report(s).

10.4 You will not release any part of Our valuation report or its substance to any third party without Our written consent. When we consent for You to release Our report or any part of Our report to any third party, we do so on the basis that these terms and conditions will apply to the new addressee(s) as if it/ they had been a party to the original letter of instruction between us. Where we consent to such reliance, You agree to furnish the addressee with a copy of any reliance letter issued by Us and/ or a copy of these terms and conditions.

10.5 We reserve the right to reconsider or amend the valuation advice, or the Fee set out in Our Quotation to You, if;

(a) Certificates, surveys, leases, side agreements or related documentation that were not provided to Us prior to the provision of the Services are subsequently provided, and contain matters that may affect the value of the advice; or

(b) Where subsequent site inspections made in relation to any of the matters raised in Clause 3 materially affect or may alter the value of the property, the subject of the Services.

(c) The information provided to Us by You prior to the provision of services is in any way incomplete, misleading or wrong.

10.6 If You release any part of the valuation advice or its substance without written consent, You agree to defend, You agree to defend and indemnify Us against claims by a third party who has reviewed the report if We have not, at or subsequent to the time of engagement, provided our specific written consent to such party reviewing and replying on the report. We have no responsibility to any other person even if that person suffers damage as a result of You providing this valuation without Our prior consent.

10.7 You agree that the only remedy for losses or damages relating to the breach of this Agreement shall be limited to three times Our contracted fee for the assignment and no claim shall be made any consequential or punitive damages.

10.8 You agree not to bring any claim for any losses against any director, consultant or any employee of Ours. You hereby agree that Our director, consultant or any employee does not have a personal duty of care to You and any claim for losses must be brought against Colliers International.

10.9 Where any loss is suffered by You for which We and any other person are jointly and severally liable to You the loss recoverable by You from Us shall be limited so as to be in proportion to our relative contribution to the overall fault.

11. Confidentiality

11.1 This report and each part of it is prepared and intended for the exclusive use of the Client for the sole purpose stated in our valuation report, and in accepting this report, the Client expressly agrees not to use or rely upon this report or any part of it for any other purpose. No person other than the Client shall use or rely upon this report or any part of it for any purpose unless we have given Our express written consent. Similarly neither the whole nor any part of this report nor any reference there to may be included in any document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.

11.2 If consent to disclose the Confidential Information is provided by Us, You agree to abide by any additional terms and conditions that We may apply to that disclosure.

11.3 You agree that You will indemnify, hold harmless and defend Us from and against any and all loss, liability, costs or expenses (including but not limited to professional or executive time) We may suffer or reasonably incur, directly or indirectly, as a result of a breach of this clause.

11.4 Unless otherwise directed in writing by Client, Colliers International retains the right to include references to the Services in its promotional material. Such references shall not contain confidential material.

12. Privacy

12.1 We may obtain personal information about You in the course of performing Our Services. We respect your privacy and advise You that we will only obtain information that is necessary to assist us in the course of performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

13. Subcontracting

13.1 We may sub-contract or otherwise arrange for another person to perform any part of the Services or to discharge any of Our obligations under any part of these Terms and Conditions, with Your consent.

14. Limitation Of Colliers Liability

14.1 To the extent permissible under applicable laws, in no event shall Colliers International be liable to Client or anyone claiming by, through or under Client, including insurers, for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.

14.2 We shall be released from Our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond Our reasonable control (example being a strike, act of God or act of terrorism). All the costs and benefits forecasted will, ultimately, be determined by future market conditions. Forecasts of these elements are based on assumptions of certain variable factors, which, in turn, are extremely sensitive to changes in the market and economic contexts. For this reason, the figures mentioned in this report were not computed under any known or guaranteed conditions. Rather, these are forecasts drawn from reliable sources of data and information and made in the best judgment and professional integrity of Colliers international. Notwithstanding this, Colliers International reiterates that it will not accept any responsibilities in the face of damage claims that might result from any error, omission or recommendations, viewpoints, judgments and information provided in this report.

14.3 Neither Colliers nor any employee of Ours shall be required to give testimony or to appear in court or any other tribunal or at any government agency by reason of this valuation report or with reference to the property in question, except by court summons/ judicial notification, and unless prior arrangements have been made and we are properly reimbursed for reasonable time and expenses incurred. The hourly billing pertain to court preparation, waiting and travel time, document review and preparation (excludes valuation report) and all meetings related to court testimony.

14.4 We are free from any possible legal and/ or non-legal issue which may attach to the Property's title documents.

14.5 All statements of fact in the valuation report which are used as the basis of our analyses, opinions, and conclusions will be true and correct to the best of our knowledge and belief. We do not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to Us by You.

14.6 Our liability for loss and damage attributable to Our negligence, breach of contract, misrepresentation or otherwise (but not in respect of fraud, fraudulent misrepresentation, death or personal injury) shall be limited to a maximum of three times Our contracted fee for the assignment per property for any single case. A single case of damages is defined as the total sum of all damage claims of all persons entitled to claim, which arise from one and the same professional error/ offence. In the case of damages suffered from several offences brought about by the same technical error within the scope of several coherent services of a similar nature, we are only to held liable for an amount of three times Our contracted fee for the assignment per property.

14.7 Where the agreement is addressed to more than one Client, the above limit of liability applies to the aggregate of all claims by all such Clients and not separately to each Client.

14.8 No third party will be entitled to rely on any part of Our valuation report or its substance or advice except with our written consent. Should any third party rely on Our report without obtaining Our written consent, We are not bound by any liability which arises from the use of or reliance upon Our valuation report by such unauthorized party.

14.9 We will not be liable for any services outside the scope of the services agreed to be performed by Us, and in respect of any consequential losses or loss of profits.

14.10 Responsibility for Our valuation extends only to the party(ies) to whom it is addressed. However in the event of Us being asked by You to re-address Our report to another party or other parties or permit reliance upon it by another party or other parties, We will give consideration to doing so, to named parties, and We reserve the right to charge additional fee for doing so although We will agree such fee with You before commencing the work.

15. Entire Agreement

15.1 No further agreement, amendment or modification of these Terms and Conditions shall be valid or binding unless made in writing and executed on behalf of the Parties by their duly authorised officers.

15.2 If there is inconsistency between these Terms and Conditions and the Quotation, any letter of instruction from You, or other specific request or information shall prevail to the extent of the inconsistency.

15.3 Copyright in any reports, documents or other material provided to You by Us shall remain Our property at all times unless otherwise stated

16. Anti Bribery And Corruption Measures

16.1 We represent, in connection with any services to be provided to You, that neither We nor Our contractors, employees or agents (collectively, "Consultant") has made or will make, either directly or indirectly, any payments (i) to or for the use or benefit of any Government Official (ii) to any other person either for an advance or reimbursement, if Consultant knows or has reason to know that any part of such payment has been or will be given to any Government official or (iii) to any person or entity, the payment of which would violate laws and regulations in Australia, the United States, the United Kingdom or any other government entity having jurisdiction over the activities carried out by Consultant. The term "Government Official" in this paragraph means any officer or employee of a government or any governmental department or agency, or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including employees of state-owned or controlled entities and candidates for political office.

16.2 We represent that, in connection with any services to be provided to You, We will conduct operations at all times in compliance with applicable financial recordkeeping and reporting requirements, including all applicable money laundering-related laws of any jurisdictions where We conduct business or own assets.