TAT SENG PACKAGING GROUP LTD
(Company Registration No. 197702806M)
(Incorporated in the Republic of Singapore)

THE PROPOSED BUSINESS TRANSFER OF THE BUSINESS, ASSETS AND LIABILITIES OF UNITED PACKAGING INDUSTRIES PTE. LTD.

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1. INTRODUCTION

The Board of Directors (the "**Board**") of Tat Seng Packaging Group Ltd (the "**Company**") and its subsidiaries (the "**Group**") wishes to announce the Company has on 30 December 2025 signed a business transfer agreement with its wholly-owned subsidiary United Packaging Industries Pte. Ltd. ("**UPI**") to transfer the business of UPI (including the business, assets, liabilities and employees) ("**Proposed Business Transfer**") for an aggregate transfer consideration of S$7,928,396 ("**Transfer Consideration**"), subject to adjustments stated in Paragraph 2 below.

2. CONSIDERATION

The Transfer Consideration was arrived at on a willing-buyer, willing-seller basis, taking into consideration the latest unaudited balance sheet as at 30 November 2025 in respect of the transfer items, being the outstanding balances of trade and other receivables, trade and other payables (excluding GST payables), lease liabilities, net carrying amount of stocks, and net book value of fixed assets and ROU assets.

The Transfer Consideration will be subject to adjustments based on the unaudited balance sheet as at 31 March 2026 in respect of the transfer items, being the outstanding balances of trade and other receivables, trade and other payables (excluding GST payables), lease liabilities, net carrying amount of stocks, and net book value of fixed assets and ROU assets.

The Consideration will be paid by the Company in cash to UPI and/or by set-off against dividend payment from UPI on 31 March 2026 upon completion of the Proposed Business Transfer. The Consideration will be funded entirely by internal funds and/or by set-off against dividend payment from UPI.

3. RATIONALE FOR THE PROPOSED BUSINESS TRANSFER

The Proposed Business Transfer is intended to enhance the operational efficiency and streamline the processes of the Group's operations of Singapore segment.

4. PRINCIPAL TERMS OF THE BUSINESS TRANSFER AGREEMENT

The salient terms and conditions of the Business Transfer Agreement are as follows:

4.1 Conditions Precedent

4.1.1. The Proposed Business Transfer is subject to, inter alia, the following conditions being satisfied:

(a) a sole member's resolution in writing pursuant to Section 184(G) of the Companies Act 1967 of Singapore and a board resolution of UPI approving the Proposed Business Transfer as contemplated herein before the Completion Date;

(b) a board resolution of the Company approving the Proposed Business Transfer as contemplated herein and confirming there is no material financial effect on the Group;

(c) all consents, authorisations, approvals, clearances, orders, waivers and alike that are necessary or required to be obtained by any party (including regulatory authorities) in

connection with the Proposed Business Transfer as contemplated herein under any and all applicable laws and regulations having been obtained and being in full force;

(d) all consents, authorisations, approvals, orders, waivers and the like that are necessary or required to be obtained by UPI from any counterparties to any of the Contracts, including the equipment lease agreements, relevant governmental authorities or from any other third parties in connection with the Proposed Business Transfer, having been obtained and are in full force;

(e) (i) deed of novation of contracts and assignment of receivables or deed of novation of contracts and payables duly executed by the customers, suppliers, other debtors and other creditors or (ii) by way of a reply email stating its consent to the terms and conditions of the deed of novation of contracts and assignment of receivables or deed of novation of contracts and payables, (with such deed of novation of contracts and assignment of receivables or deed of novation of contracts and payables, attached to such email response) or (iii) the entering into new contracts on comparable terms (as a whole) between the relevant customers, suppliers, other debtors and creditors and the Company in connection with the Proposed Business Transfer having been obtained by UPI and in force;

(f) documents for the transfer of employees having been obtained and/or executed by the Company and UPI; and

(g) the Company having carried out a stock take with UPI on 31 March 2026, or such other date as may be agreed by the Parties and the relevant adjustments pursuant to the stock take be made to the net book value of the Stocks.

4.1.2 The Business Transfer Agreement shall cease to be conditional upon the date when all the conditions precedent set out above shall have been fulfilled or waived by the relevant Party and in any case, no later than 31 March 2026, or such other date as the Parties may agree (the "**Completion Date"**).

4.2 Completion

Completion of the Proposed Business Transfer shall take place on the Completion Date at the Company's and UPI's office or any other place(s) to be mutually agreed upon by the Parties.

5. CHAPTER 10 SIGNIFICANT TRANSACTIONS OF THE LISTING MANUAL OF THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED ("MAINBOARD RULES")

Chapter 10 of the Mainboard Rules is not applicable to the Proposed Business Transfer as this is not an acquisition or disposal outside the Group.

Accordingly, the Proposed Business Transfer is not subject to the approval of shareholders of the Company being obtained under Chapter 10 of the Mainboard Rules.

6. FINANCIAL EFFECTS OF THE PROPOSED BUSINESS TRANSFER

6.1 The Proposed Business Transfer is not expected to have a material impact on the net earnings per share or net tangible assets of the Group for the current financial year ending 31 December 2025.

6.2 Net Tangible Assets ("**NTA**") of the Group

For illustrative purposes only, the *pro forma* financial effects of the Proposed Business Transfer on the Group's NTA per share, assuming that the Proposed Business Transfer had been completed on 31 December 2024 (based on audited consolidated financial statements of the Group for the financial year ended 31 December 2024), being the most recently completed financial year of the last audited financial statements, are set out below:

	Before	After
NTA (S$'000)	202,407	202,217
No. of shares ('000)	157,200	157,200
NTA/share (cents)	**128.76**	**128.64**

6.3 Earnings Per Share ("**EPS**") of the Group

For illustrative purposes only, the *pro forma* financial effects of the Proposed Business Transfer on the consolidated earnings of the Group, assuming that the Proposed Business Transfer had been completed on 1 January 2024 (based on audited consolidated financial statements of the Group for the financial year ended 31 December 2024), being the beginning of the most recently completed financial year, are set out below

	Before	After
Net profit after tax attributable to owners of the Company (S$'000)	18,825	18,635
No. of shares ('000)	157,200	157,200
EPS (cents)	**11.98**	**11.85**

6.4 However, there will be an impact on the earning per share and net tangible assets of the Company after the Business Transfer. Proforma illustration on the impact on the earnings per share of the Company and the net tangible assets of the Company are set out below:

6.4.1 Net Tangible Assets ("**NTA**") of the Company

For illustrative purposes only, the *pro forma* financial effects of the Proposed Business Transfer on the Company's NTA per share, assuming that the Proposed Business Transfer had been completed on 31 December 2024 (based on audited financial statements of the Company for the financial year ended 31 December 2024), being the most recently completed financial year of the last audited financial statements, are set out below:

	Before	After
NTA (S$'000)	114,610	132,646
No. of shares ('000)	157,200	157,200
NTA/share (cents)	**72.91**	**84.38**

6.4.2 Earnings Per Share ("**EPS**") of the Company

For illustrative purposes only, the *pro forma* financial effects of the Proposed Business Transfer on the consolidated earnings of the Company, assuming that the Proposed Business Transfer had been completed on 1 January 2024 (based on audited financial statements of the Company for the financial year ended 31 December 2024), being the beginning of the most recently completed financial year, are set out below

	Before	After
Net profit after tax of the Company (S$'000)	23,949	28,923
No. of shares ('000)	157,200	157,200
EPS (cents)	**15.23**	**18.40**

7. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Save for their interest in the Company, none of the Directors, controlling or substantial shareholders of the Company or their respective associates has any interest, direct or indirect, in the Proposed Business Transfer.

8. DOCUMENT FOR INSPECTION

A copy of the Business Transfer Agreement is available for inspection during normal business hours at the Company's registered office at 28 Senoko Drive Singapore 758214 for a period of 3 months from the date of the announcement.

9. OTHERS

The Company will make further announcements in relation to the Proposed Business Transfer as and when there are material developments.

By Order of the Board

Siau Kuei Lian
Company Secretary

30 December 2025