



FUJI OFFSET PLATES MANUFACTURING LTD
(Company Registration No. 198204769G)
(Incorporated in Singapore)

PROPOSED DISPOSAL OF PROPERTY

Introduction

The Board of Directors (the "**Board**" or "**Directors**") of Fuji Offset Plates Manufacturing Ltd (the "**Company**", together with all its subsidiaries, collectively the "**Group**") wishes to announce that the Company's wholly-owned subsidiary, Fujiplates Manufacturing Sdn Bhd ("**FPM**" or "**Vendor**") has on 14 February 2017 entered into a Sale and Purchase Agreement (the "**Agreement**") with YFM Industrial Sdn. Bhd (the "**Purchaser**"), an unrelated party, in respect of the sale of the property wholly-owned by the Group (the "**Proposed Disposal**") located at 10 Jalan Hasil Industrial Estate, 81200 Johor Bahru, Johor, Malaysia (hereinafter referred to as the "**Property**").

Information on the Property and the Purchaser

Description & Location	Effective Group Interest	Site Area (Sq Meters)	Built-up Area (Sq Meters)	Tenure of Property
Industrial building located at 10 Jalan Hasil Industrial Estate, 81200, Johor Bahru, Johor, Malaysia	100%	3,728	1,923	Freehold

The Property is currently leased out by the Group to the Purchaser, a company incorporated in Malaysia. The Purchaser is in the business relating to the manufacture, production, distribution, import & export of all kinds of commercial plastics and poly bags.

Consideration

The sale price of the Property is RM4,165,000.00 (the "**Purchase Price**"). The Purchase Price is arrived at on a willing-buyer willing-seller basis, after taking into consideration current market conditions and the prevailing transacted prices in the vicinity of the Property. The net book value of the Property is RM1,174,000 (approximately S\$376,500 based on an exchange rate of S\$0.3207:RM1).

The Company had commissioned a valuation of the Property by IPC Island Property Consultants Sdn Bhd (the "**Valuer**"). The Valuer assessed the Property's valuation at RM3,800,000.00 in its valuation report dated 9 January 2017 (the "**Valuation Report**").

The Purchase Price shall be paid in the following manner:

(a) The sum of RM208,250.00 (the "**Deposit**") shall be payable by the Purchaser to the Vendor's Solicitors as stakeholder, upon execution of the Agreement. The amount includes RM40,000.00 earnest money paid to the Vendor ("**Earnest Money**") and, in the event of the Purchaser defaulting in complying with the Special Condition below, the Earnest Money shall be forfeited to the Vendor absolutely and the Agreement shall be rendered null and void and the Purchaser shall deliver up vacant possession of the Property to the Vendor.

(b) The balance of the Purchase Price of RM3,956,750.00 ("**Balance**") shall be paid upon completion of the Proposed Disposal, which will be partially satisfied pursuant to the Special Condition of the Agreement as described below.

Condition Precedent

There are no material conditions attaching to the transaction including a put, call or other option and details thereof. The Property will only be transferred to the Purchaser upon full payment of the Purchase Price together with any late payment interest.

Special Condition

Pursuant to the Agreement, the Vendor and the Purchaser mutually agree that a sum of RM165,000.00 from the Balance shall be paid by monthly payment of RM15,000 each in the form of eleven (11) post-dated cheques of RM15,000.000 each to be post-dated on the 7th day of each of the eleven (11) months, from February 2017 to December 2017, the total of eleven (11) cheques to be delivered by the Purchaser to the Vendor upon execution of the Agreement herein PROVIDED in the event of any extension of the Completion Date of 31st December 2017, the Purchaser shall continue to pay a sum of RM15,000.00 for each month of such extension to the Vendor on top of the balance of purchase price and late payment interest, until full payment of the balance of purchase price and late payment interest.

Completion

Pursuant to the SPA, the completion of the sale and purchase of the Property shall take place on 31 December 2017 when the Purchaser shall pay the balance of the Purchase Price. The Vendor covenants to grant the Purchaser a grace period up to 31st January 2018 to complete the sale and purchase on condition that the Purchaser pay a late completion interest of 8% per annum on the outstanding balance of Purchase Price in accordance to the Agreement.

Rationale for the Proposed Disposal

The Directors considers it an excellent opportunity to dispose of and unlock the value of the Property to investments that will generate higher returns for our shareholders.

Gain on Disposal and the Use of Sale Proceeds

The excess of the net proceeds of the Proposed Disposal over the net book value is S\$843,000 and the net profits attributable to the Property is S\$43,000. The Group currently intends to use the sale proceeds for investment opportunities as and when they arise.

Nature of the Proposed Disposal

The Proposed Disposal is in the ordinary course of business of the Company in relation to investments in properties. As such, the Proposed Disposal is not subject to the requirements of Chapter 10 of the Listing Manual Section B: Rules of Catalyst of the Singapore Exchange Securities Trading Limited.

Financial Effects of the Proposed Disposal

The pro forma financial effects of the Proposed Disposal on the Group set out below are theoretical in nature and for illustrative purposes only and are, therefore, not indicative of the actual financial performance or position of the Group immediately after the Proposed Disposal.

The pro forma financial effects of the Proposed Disposal are calculated based on the latest audited consolidated financial statements of the Group for the financial year ended 31 December 2015 ("FY2015") and the following assumptions:

- (a) that the Proposed Disposal was effected at the end of FY2015 for purposes of the financial effect on the net tangible assets ("**NTA**") per share in the capital of the Company ("**Share**"); and
- (b) that the Proposed Disposal was effected on 1 January 2015 for purposes of the financial effect on the earnings per Share ("**EPS**").

NTA per Share:

	Before the Proposed Disposal	After the Proposed Disposal
NTA (S\$'000)	26,448,000	27,291,000
Number of Shares	49,912,500	49,912,500
NTA per Share (cents)	52.99	54.68

EPS:

	Before the Proposed Disposal	After the Proposed Disposal
Profit after tax attributable to the shareholders (S\$'000)	7,163,000	7,963,000
Weighted average number of Shares (excluding treasury Shares)	49,912,500	49,912,500
EPS (cents)	14.35	15.95

Directors' Service Contracts

No Directors are proposed to be appointed to the Company in connection with the Proposed Disposal. Accordingly there are no service contracts to be entered into between the Company and any such person in relation to the Proposed Disposal.

Interests of Directors or Controlling Shareholders

Save for their shareholdings in the Company, none of the Directors or the controlling shareholders of the Company or associates of such Directors or controlling shareholders has any interest, direct or indirect, in the Proposed Disposal.

Documents for inspection

A copy each of the Agreement and Valuation Report is available for inspection at the Company's registered office at 2 Jalan Rajah, #06-28 Golden Wall Flatted Factory, Singapore 329134 for a period of three (3) months from the date of this announcement.

By Order of the Board

David Teo Kee Bock
Chairman
16 February 2017

This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**") for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). The Sponsor has not independently verified the contents of this announcement.

This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Mr Ong Hwee Li (Tel: 65-6532 3829) at 1 Robinson Road, #21-02 AIA Tower, Singapore 048542. SAC Capital Private Limited is the parent company of SAC Advisors Private Limited.