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## EXTENSION OF COMPLETION DATE FOR THE PROPOSED SALE OF PLAZA VENTURES PTE. LTD.

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The board of directors (the “**Board**” or “**Directors**”) of GSH Corporation Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) refers to the Company’s circular to Shareholders dated 5 April 2017 (“**Circular**”), as well as announcements made by the Company on 6 February 2017 and 3 March 2017 in relation to the proposed sale of Plaza Ventures Pte. Ltd. (“**Plaza Ventures**”).

*Unless otherwise defined or as the context otherwise requires, all capitalised terms used herein shall have the meanings ascribed to them in the Circular.*

The Company wishes to announce that pursuant to a side letter dated 6 June 2017:

(1) the Vendors and the Purchaser have mutually agreed to extend the completion date of the Proposed Sale and Proposed Assignment to 31 July 2017 (“**Extended Completion Date**”). In connection therewith, the Purchaser has agreed to pay a non-refundable payment of S\$108,655,348 (“**First Tranche Payment**”) on 19 June 2017 to the Vendors in proportion to their shareholding percentage in Plaza Ventures. The First Tranche Payment shall not be refunded to the Purchaser under all circumstances, save in the event Completion does not occur on the Extended Completion Date, and:

- (a) there is a breach by the Vendors of their Completion obligations under the SPA (save for the obligation pertaining to the delivery of written resignations of the auditors of Plaza Ventures); and/or
- (b) an event or matter has occurred due to reasons solely attributable to Plaza Ventures and/or the Vendors that results in a material adverse change on the Project, the Property and/or Plaza Ventures as at the Extended Completion Date,

to the extent not remedied within 5 Business Days of the occurrence of such breach, event or matter, where capable of remedy (“**Repayment Obligation**”);

(2) the Adjusted Consideration payable by the Purchaser to the Vendors on the Extended Completion Date in accordance with the SPA shall accordingly be reduced by the amount of the First Tranche Payment; and

(3) the obligations of GSH Properties, TYJ Group and VDPL guaranteed by the Company, Mr Sam Goi Seng Hui (who owns the entire issued and paid-up capital of TYJ Group), and Vibrant Group Limited (a company listed on the Main Board of the SGX-ST) together with Mr Dennis Leong Chee Seng and Mr Tan Swee Meng (who collectively own the entire issued and paid-up share capital of VDPL) under the respective deeds of guarantee shall now include the Repayment Obligation of the relevant Vendors set out in sub-paragraph (1) above.

By Order of the Board

**Gilbert Ee Guan Hui**  
**CEO/Executive Director**

6 June 2017