

**ENTRY INTO A SUPPLEMENTAL AGREEMENT RELATING TO
THE CONDITIONAL SUBSCRIPTION AGREEMENT DATED 26 JULY 2024**

1. INTRODUCTION

- 1.1. The board of directors (the “**Board**” or “**Directors**”) of Hoe Leong Corporation Ltd. (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to refer to the Company’s announcement dated 29 July 2024 (the “**Previous Announcement**”) in relation to the entry into the Subscription Agreement with eScoopG Pte. Ltd. (the “**Subscriber**”, and together with the Company, the “**Parties**”).
- 1.2. Unless otherwise defined, all capitalised terms used herein shall bear the same meanings ascribed to them in the Previous Announcement.

2. SUPPLEMENTAL AGREEMENT

- 2.1. As the Company continues to seek the relevant approvals from the SGX-ST and the Whitewash Waiver from the SIC in connection with the Proposed Transactions, further time is required for the satisfaction of the Conditions Precedent (as presently set out in paragraph 3.3 (*Conditions Precedent*) of the Previous Announcement). In this regard, the Parties wish to (i) extend the Longstop Date (as presently set out in paragraph 3.4 (*Longstop Date*) of the Previous Announcement) and (ii) postpone the payment dates of the Tranche 1 Consideration, the Tranche 2 Consideration and the Tranche 3 Consideration (as presently set out in paragraph 4.2 (*Subscription Consideration*) of the Previous Announcement).
- 2.2. Additionally, with reference to paragraph 3.3(a) (*Conditions Precedent*) of the Previous Announcement, one of the Conditions Precedent is that the Company obtains (i) the prior written consent of Sing Investments & Finance Limited (“**SIF**”) in relation to the change in control of the Company arising from the Completion of the Proposed Transactions and (ii) confirmation from SIF that it will not withdraw any of the credit facilities extended to the Company and/or its subsidiaries (the “**SIF Condition Precedent**”). The Company, having relooked at the existing loan documentation entered between the Company, its wholly owned subsidiary, Hoe Leong Crawler Parts Pte. Ltd., and SIF (the “**SIF Loan Documentation**”), has, under the advice of its legal counsel, ascertained that the Company is not contractually required under the SIF Loan Documentation to seek the prior written consent of SIF in connection with the SIF Condition Precedent. Although the SIF Condition Precedent was included in the Subscription Agreement at the request of the Subscriber following their due diligence processes, the Parties have now decided that it would neither be necessary nor appropriate to include the SIF Condition Precedent.
- 2.3. Moreover, in view of Rule 812(1) of the Listing Manual, the Parties wish to amend the Conditions of the Options such that the Options are not transferable.
- 2.4. In view of the foregoing, the Parties have, on 7 November 2024, entered into a supplemental agreement to amend the Subscription Agreement (the “**Supplemental Agreement**”). The key amendments to the Subscription Agreement, as set out in the Supplemental Agreement, are as follows:
 - (a) with reference to paragraphs 3.2 (*Details of the Options*) and 5.1 (*Salient Terms and Conditions of the Options – Transferability of the Options*) of the Previous Announcement regarding the transferability of the Options, the Options are no longer transferable under any circumstances;

- (b) with reference to paragraph 3.3(a) (*Conditions Precedent*) of the Previous Announcement, the SIF Condition Precedent has been deleted from the Subscription Agreement and is no longer a Condition Precedent. The relevant Condition Precedent (previously listed under paragraph 3.3(a) (*Conditions Precedent*) of the Previous Announcement), as revised, now requires the Company to obtain (i) the prior written consent(s) of United Overseas Bank Limited and (only to the extent relevant and necessary) such other financial institutions in relation to the change in control of the Company arising from the Completion of the Proposed Transactions and (ii) confirmation from such banks and/or financial institutions that they will not withdraw any of the credit facilities extended to the Company and/or its subsidiaries;
- (c) with reference to paragraph 3.4 (*Longstop Date*) of the Previous Announcement, the Longstop Date has been extended from 30 November 2024 to **14 February 2025**;
- (d) with reference to paragraph 3.5 (*Completion*) of the Previous Announcement, the various references to 15 January 2025 therein have now been amended to 21 March 2025, such that:
 - (i) if Completion of the Proposed Transactions does not take place in accordance with the terms and conditions of the Subscription Agreement by **21 March 2025** (previously 15 January 2025) or such other date as may be mutually agreed in writing between the Parties, all sums related to the Subscription Consideration which have been paid by the Subscriber to the Company (if any) shall be repaid in full and interest-free by the Company (the “**Returned Sum**”), provided that such repayment shall be without prejudice to any other rights, claims or remedies any Party may have against the other for any antecedent breach of the Subscription Agreement;
 - (ii) in the event that the Proposed Transactions are aborted, or Completion does not otherwise take place by **21 March 2025** (previously 15 January 2025), due to the fault of the Subscriber, the Subscriber shall pay and reimburse the Company for all out-of-pocket expenses (including any GST payable thereon) incurred by the Company in connection with the Whitewash Waiver application to the SIC, the engagement of the independent financial adviser, the printing of the Circular, and the convening of the EGM (collectively, the “**Agreed Expenses**”), up to a maximum amount of S\$160,000 (the “**Reimbursement Limit**”). In this regard, the Company shall be entitled to withhold from the Returned Sum an amount equal to the Agreed Expenses (which shall not exceed the Reimbursement Limit) (the “**Reimbursement Sum**”) and retain such Reimbursement Sum for its own benefit, provided that reasonable proof of the Agreed Expenses incurred by the Company has been provided to the Subscriber. For the avoidance of doubt, the Reimbursement Limit shall not apply to any professional fees properly incurred by Morgan Lewis Stamford LLC (i.e. the Singapore legal adviser to the Company in relation to the Proposed Transactions) in accordance with their mandate letter dated 31 May 2024, which the Subscriber shall remain wholly responsible for (up to the capped amount as set out in the aforesaid mandate letter); and
 - (iii) in the event that the Proposed Transactions are aborted, or Completion does not otherwise take place by **21 March 2025** (previously 15 January 2025), due to the fault of the Company, the Company shall pay and reimburse the Subscriber for any professional fees which are properly incurred by Morgan Lewis Stamford LLC in accordance with their mandate letter dated 31 May 2024 and which have been paid for by the Subscriber (up to the capped amount as set out in the aforesaid mandate letter); and
- (e) with reference to paragraph 4.2 (*Subscription Consideration*) of the Previous Announcement:

- (i) the Tranche 1 Consideration shall now be paid by the Subscriber by **21 February 2025** (previously 30 November 2024);
- (ii) the Tranche 2 Consideration shall now be paid by the Subscriber by **21 February 2025** (previously 31 December 2024); and
- (iii) the Tranche 3 Consideration shall now be paid by the Subscriber by **7 March 2025** (previously 31 December 2024).

2.5. Save as expressly supplemented and varied by the Supplemental Agreement, the CSA shall continue in full force and effect in all other respects.

3. FURTHER UPDATES

The Company will make further announcements as and when there are material updates in relation to the Proposed Transactions.

4. CAUTIONARY STATEMENT

Shareholders are advised to exercise caution in trading their Shares. There is no certainty or assurance as at the date of this announcement that the Proposed Transactions will be completed or that no changes will be made to the terms thereof. Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

BY ORDER OF THE BOARD

Yeo Puay Hin
Executive Director and Chief Executive Officer
7 November 2024