

COURT MEETING::VOLUNTARY

Issuer & Securities

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HAI LECK HOLDINGS LIMITED

Security

HAI LECK HOLDINGS LIMITED - SG1CC4000004 - BLH

Announcement Details

Announcement Title

Court Meeting

Date & Time of Broadcast

04-Jul-2025 17:35:33

Status

New

Announcement Reference

SG250704CMETZV81

Submitted By (Co./ Ind. Name)

Hon Wei Ling

Designation

Company Secretary

Event Narrative

Narrative Type	Narrative Text
Additional Text	Please refer to the attachments.

Event Dates

Meeting Date and Time

21/07/2025 10:00:00

Response Deadline Date

18/07/2025 10:00:00

Attachments

[Hai Leck - Electronic Dissemination of the Scheme Document.pdf](#)

[Hai Leck - Notice of Scheme Meeting.pdf](#)

[Hai Leck - Proxy Form.pdf](#)

[Hai Leck - Request Form.pdf](#)

HAI LECK HOLDINGS LIMITED
(Company Registration No. 199804461D)
(Incorporated in the Republic of Singapore)

**PROPOSED ACQUISITION BY CHENG INVESTMENT MANAGEMENT PTE. LTD. OF ALL THE
ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (OTHER THAN
THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT**

- ELECTRONIC DISSEMINATION OF THE SCHEME DOCUMENT

1. INTRODUCTION

1.1 The board of directors (the **“Board”**) of Hai Leck Holdings Limited (the **“Company”** and together with its subsidiaries, the **“Group”**) refer the shareholders of the Company to:

- (a) the joint announcement made by the Company and Cheng Investment Management Pte. Ltd. (the **“Offeror”**) on 9 December 2024 in relation to the proposed acquisition (the **“Acquisition”**) of all the issued ordinary shares in the capital of the Company (the **“Shares”**), other than the (a) Shares directly held by Mr. Cheng Buck Poh @ Chng Bok Poh (**“Mr. Cheng”**) (the **“Mr. Cheng Direct Shares”**); (b) Shares directly held by Cheng Capital Holdings Pte. Ltd. (**“CCHPL”**, collectively with Mr. Cheng, the **“Excluded Shareholders”**) (the **“CCHPL Direct Shares”**); and (c) Shares held in treasury (the **“Treasury Shares”**, collectively with Mr. Cheng Direct Shares and CCHPL Direct Shares, the **“Excluded Shares”**) (the **“Eligible Shares”**) by way of a scheme of arrangement (the **“Scheme”**) pursuant to Section 210 of the Companies Act 1967 and the Singapore Code on Takeovers and Mergers;
- (b) the joint announcement made by the Company and the Offeror on 27 May 2025 in relation to the (i) entry into a supplemental agreement to the implementation agreement; and (ii) update on the Scheme;
- (c) the joint announcement made by the Company and the Offeror on 6 June 2025 in relation to the update on the rulings and confirmations obtained from the Securities and Industry Council of Singapore; and
- (d) the announcement made by the Company on 24 June 2025 in relation to the order of the General Division of the High Court of the Republic of Singapore granting the Company leave to convene the Scheme Meeting.

1.2 *Unless otherwise defined, capitalised terms used in this announcement shall bear the same meanings as set out in the scheme document dated 1 July 2025 that has been issued to Eligible Shareholders today (the **“Scheme Document”**).*

2. ELECTRONIC DISSEMINATION OF THE SCHEME DOCUMENT

2.1 Scheme Document

The Board wishes to announce that the Company has today issued to the Eligible Shareholders the Scheme Document by electronic means via publication on the website of the SGX-ST (the

“SGXNet”) at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com.

The Scheme Document contains, among others, the following:

- (a) details of the Acquisition and the Scheme, including the recommendation of the Independent Directors and the advice of the IFA in relation to the Scheme;
- (b) the notice of the Scheme Meeting to be convened and held wholly in a physical format at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. (Singapore time) (the “**Notice of Scheme Meeting**”), for the purpose of considering and if thought fit, approving (with or without modification), the resolution relating to the Scheme referred to in the Notice of Scheme Meeting; and
- (c) the proxy form for the Scheme Meeting (the “**Proxy Form**”).

2.2 Electronic Dissemination of the Scheme Document and Despatch of Notice to Shareholders

Pursuant to the SIC Public Statements on Electronic Despatch dated 6 May 2020, 29 September 2020 and 29 June 2021 on the despatch of take-over documents under the Code, the Company has opted to electronically disseminate the Scheme Document. **Accordingly, please note that no printed copies of the Scheme Document will be despatched to Eligible Shareholders (unless upon request).**

In connection with the electronic dissemination of the Scheme Document, the Company has today despatched by ordinary post to the Eligible Shareholders hardcopies of the Notice of Scheme Meeting, the Proxy Form and the Request Form.

Electronic copies of the Scheme Document (together with the Notice of Scheme Meeting and accompanying Proxy Form) have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company.

2.3 Request for printed copies of the Scheme Document

Eligible Shareholders may obtain printed copies of the Scheme Document and related documents by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of the Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

3. ACTIONS TO BE TAKEN BY ELIGIBLE SHAREHOLDERS

- 3.1** The Scheme Meeting will be convened and held wholly in a physical format at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. (Singapore time). Accordingly, Eligible Shareholders will not be able to attend the Scheme Meeting virtually.
- 3.2** An Eligible Shareholder who has Eligible Shares entered against his/her/its name in (a) the Register of Members; or (b) the Depository Register as at the cut-off time being 72 hours prior to the time of

the Scheme Meeting, as the case may be (being the time at which the name of the Eligible Shareholder must appear in the Register of Members or the Depository Register, in order for him/her/it to be considered to have Eligible Shares entered against his/her/its name in the said registers), shall be entitled to participate in the Scheme Meeting voting in real time (either personally or via appointment of proxy) at the Scheme Meeting.

3.3 Chairman. Pursuant to the Order of Court, the Court has appointed Mr. Chua Keng Woon, or failing him, any director of the Company, to act as Chairman of the Scheme Meeting, and has directed the Chairman of the Scheme Meeting to report the results thereof to the Court.

3.4 Voting by proxy. All Proxy Forms for the Scheme Meeting must be completed, signed and submitted by 10.00 a.m. on 18 July 2025, being 72 hours before the time appointed for the Scheme Meeting, in the following manner:

- (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
- (b) by sending a scanned PDF copy via email to agm@haileck.com.

Eligible Shareholders (whether individual or corporate) may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

3.5 Submitting questions. Eligible Shareholders may also submit questions related to the Scheme to be tabled for approval at the Scheme Meeting to the Chairman of the Scheme Meeting in advance of the Scheme Meeting. In order to do so, their questions must be submitted in the following manner:

- (a) by post to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
- (b) by email to agm@haileck.com.

All questions sent by any of the above means must reach the Company no later than 5.00 p.m. on 8 July 2025.

Eligible Shareholders who submit questions via post or email must provide the following information:

- (i) the Eligible Shareholder's full name;
- (ii) the Eligible Shareholder's address; and
- (iii) the manner in which the Eligible Shareholder holds Eligible Shares (e.g., via CDP, scrip, CPF or SRS).

The Company will endeavour to address all substantial and relevant questions received in advance of the Scheme Meeting from the Eligible Shareholders, by 14 July 2025 or during the Scheme Meeting, and the Company's responses will be posted on the SGXNet and the Company's website. Should there be subsequent clarification sought, or follow-up questions after the deadline of the submission of questions, the Company will address those substantial and relevant questions at the Scheme Meeting.

Alternatively, Eligible Shareholders and proxies will be able to ask questions during the Scheme Meeting.

The Company will, within one (1) month after the date of the Scheme Meeting, publish the minutes of the Scheme Meeting on the SGXNet announcement page of the Company and the Company's website, and the minutes will include the responses to the substantial and relevant questions which are addressed during the Scheme Meeting.

- 3.6 CPFIS Investors.** In the case of CPFIS Investors, entitlements to the Scheme will be determined on the basis of the number of Eligible Shares held by the CPF agent banks on behalf of each CPFIS Investor as at the Record Date. CPFIS Investors who wish to attend the Scheme Meeting are advised to consult their CPF Agent Banks for further information and if they are in any doubt as to the action they should take, CPFIS Investors should seek independent professional advice.
- 3.7 SRS Investors.** In the case of SRS Investors, entitlements to the Scheme will be determined on the basis of the number of Eligible Shares held by the relevant approved banks on behalf of each such SRS Investor as at the Record Date. SRS Investors who wish to attend the Scheme Meeting are advised to consult their SRS agent banks for further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice.
- 3.8 Important reminder.** Eligible Shareholders are advised to regularly check the SGXNet announcement page of the Company or the Company's website for updates on the status of the Scheme Meeting.

4. OVERSEAS ELIGIBLE SHAREHOLDERS

- 4.1 Overseas Eligible Shareholders.** The applicability of the Scheme to Eligible Shareholders whose addresses are outside Singapore, as shown on the Register of Members, or as the case may be, in the records of CDP (the "**Overseas Eligible Shareholders**"), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Eligible Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending the Scheme Document and any related documents to any overseas jurisdiction, the Company and/or the Offeror reserves the right not to send such documents to Eligible Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Eligible Shareholders (including Overseas Eligible Shareholders), including those to whom the Scheme Document and any related documents will not be, or may not be, sent, provided that the Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Eligible Shareholders who are in doubt as to their positions should consult their own professional advisers in the relevant jurisdictions.

4.2 Copies of Scheme Document

It is the responsibility of any Overseas Eligible Shareholder who wishes to request for the Scheme Document and any related documents to satisfy himself/herself/itself as to the full observance of the laws 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. In requesting for the Scheme Document and any related documents or participating

in the Scheme, the Overseas Eligible Shareholder represents and warrants to the Company and the Offeror that he/she/it is in full observance of the laws of the relevant jurisdiction in that connection, and that he/she/it is in full compliance with all necessary formalities or legal requirements. **If any Overseas Eligible Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction.**

5. TIMELINE OF KEY EVENTS LEADING UP TO SCHEME MEETING

5.1 The table below sets out the key events and dates in relation to the Scheme Meeting for the Eligible Shareholders to note. All references to time below are to Singapore time.

Latest date and time to submit questions related to the Scheme to be tabled for approval at the Scheme Meeting : 8 July 2025, 5.00 p.m.

Latest date and time for CPFIS Investors and SRS Investors wishing to appoint the Chairman of the Scheme Meeting as proxy to submit voting instructions : 10 July 2025, 10.00 a.m.

Latest date and time to submit the request form for a printed copy of the Scheme Document : 16 July 2025, 10.00 a.m.

Latest date and time for lodgement of the Proxy Form for the Scheme Meeting : 18 July 2025, 10.00 a.m.⁽¹⁾

Date and time of the Scheme Meeting : 21 July 2025, 10.00 a.m.⁽²⁾

Place of the Scheme Meeting : 47 Tuas View Circuit, Singapore 637357

Notes:

- (1) Duly completed Proxy Forms must be submitted through any one of the following manners: (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or (b) by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time appointed for holding the Scheme Meeting, failing which, the Proxy Form will not be treated as valid. Completion and lodgment of a Proxy Form will not preclude an Eligible Shareholder from attending and voting at the Scheme Meeting in person.
- (2) The Scheme Meeting will be convened and held solely by physical attendance, in Singapore at 47 Tuas View Circuit, Singapore 637357. Accordingly, Eligible Shareholders will not be able to attend the Scheme Meeting virtually.

5.2 An indicative timetable for the events which are scheduled to take place after the Scheme Meeting is set out in the section entitled “Expected Timetable” in the Scheme Document. Please note that such timetable is indicative only and may be subject to change. Shareholders should refer to future announcement(s) by the Company on the SGXNet for the exact dates of the events in the indicative timetable.

6. DIRECTORS’ RESPONSIBILITY STATEMENT

The directors of the Company (including those who may have delegated detailed supervision of this announcement) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this announcement (excluding information relating to the Offeror or any opinion expressed by the Offeror) are fair and accurate and that, where appropriate, no material facts have

been omitted from this announcement, the omission of which would make any statement in this announcement misleading and the directors of the Company jointly and severally accept full responsibility accordingly.

Where any information has been extracted or reproduced from published or otherwise publicly available sources or obtained from the Offeror, the sole responsibility of the directors of the Company has been to ensure, through reasonable enquiries, that such information is accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this announcement in its proper form and context. The Directors do not accept any responsibility for any information relating to the Offeror or any opinion expressed by the Offeror.

By Order of the Board

HAI LECK HOLDINGS LIMITED

Cheng Buck Poh @ Chng Bok Poh

Executive Chairman and Chief Executive Officer

1 July 2025

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OA 570/2025

In the Matter of Section 210 of the Companies Act 1967

And

In the Matter of Hai Leck Holdings Limited
(Company UEN No. 199804461D)

SCHEME OF ARRANGEMENT

Under Section 210 of the Companies Act 1967

Between

Hai Leck Holdings Limited

And

**Eligible Shareholders
(as defined herein)**

And

Cheng Investment Management Pte. Ltd.

NOTICE OF SCHEME MEETING

NOTICE IS HEREBY GIVEN that by an Order of Court dated 24 June 2025 made in the above matter, the High Court of the Republic of Singapore has directed a meeting (the “**Scheme Meeting**”) of the Eligible Shareholders of Hai Leck Holdings Limited (the “**Company**”) to be convened and such Scheme Meeting shall be held, solely by physical attendance, in Singapore at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. and at any adjournment thereof, details of which are set out in the Scheme Document and in the announcements that may be made by the Company from time to time on SGXNet, for the purpose of considering and, if thought fit, approving (with or without modification) the following resolution:

RESOLUTION

RESOLVED THAT the scheme of arrangement dated 1 July 2025 proposed to be made pursuant to Section 210 of the Companies Act 1967 of Singapore, between (a) the Company, (b) the Eligible Shareholders; and (c) Cheng Investment Management Pte. Ltd., a copy of which has been circulated with this Notice of Scheme Meeting convening this Scheme Meeting, be and is hereby approved.

All references to the Scheme Document in this Notice of Scheme Meeting shall mean the Company’s Scheme Document to the Eligible Shareholders dated 1 July 2025. All capitalised terms not otherwise defined herein shall have the meanings given to them in the Scheme Document.

By the said Order of Court, the Court has appointed Mr. Chua Keng Woon, or failing him, any director of the Company, to act as Chairman of the Scheme Meeting and to report the results of the Scheme Meeting to the Court.

The said scheme of arrangement will be subject to, among others, the subsequent approval of the Court.

Important Notice from the Company

The Scheme Meeting will be convened and held in a wholly physical format at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m.. **There will be no option for Eligible Shareholders to participate virtually.**

Electronic copies of the Scheme Document (together with this Notice of Scheme Meeting, the Proxy Form and the Request Form) has been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company. A printed copy of the Scheme Document will **NOT** be despatched to Eligible Shareholders (unless upon request). Instead, only printed copies of this Notice of Scheme Meeting, the Proxy Form and the Request Form will be despatched to Eligible Shareholders.

Eligible Shareholders may obtain printed copies of the Scheme Document by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of the Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

Notes:

- (1) The Scheme Meeting will be convened and held solely by physical attendance which will provide shareholders the opportunity to participate fully at the meeting.
- (2) The Notice of Scheme Meeting dated 1 July 2025 and the accompanying Proxy Form will be sent by post to members. At the same time, these documents have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com.
- (3) An Eligible Shareholder who has Eligible Shares entered against his/her/its name in (a) the Register of Members; or (b) the Depository Register as at the cut-off time being 72 hours prior to the time of the Scheme Meeting, as the case may be (being the time at which the name of the Eligible Shareholder must appear in the Register of Members or the Depository Register, in order for him/her/it to be considered to have Eligible Shares entered against his/her/its name in the said registers), shall be entitled to participate in the Scheme Meeting.
- (4) All Proxy Forms for the Scheme Meeting must be downloaded, completed, signed and submitted by 10.00 a.m. on 18 July 2025, being 72 hours before the time appointed for the Scheme Meeting, in the following manner:
 - (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
 - (b) by sending a scanned PDF copy via email to agm@haileck.com.

Where an Eligible Shareholder (whether individual or corporate) appoints a proxy, he/she/it may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

The Company shall be entitled to reject a Proxy Form if it is incomplete, improperly completed, or illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified in the Proxy Form.

- (5) Eligible Shareholders may also submit questions related to the Scheme to be tabled for approval at the Scheme Meeting to the Chairman of the Scheme Meeting in advance of the Scheme Meeting. In order to do so, their questions must be submitted in the following manner:
 - (a) by post to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
 - (b) by email to agm@haileck.com.

All questions sent by any of the above means, must reach the Company no later than 5.00 p.m. on 8 July 2025.

Eligible Shareholders who submit questions via post or email must provide the following information:

- (a) the Eligible Shareholder's full name;
- (b) the Eligible Shareholder's address; and
- (c) the manner in which the Eligible Shareholder holds Eligible Shares (e.g., via CDP, scrip, CPF or SRS).

The Company will endeavour to address all substantial and relevant questions received in advance of the Scheme Meeting from the Eligible Shareholders, by 14 July 2025 or during the Scheme Meeting and the Company's responses will be posted on the SGXNet and the Company's website. Should there be subsequent clarification sought, or follow-up questions after the deadline of the submission of questions, the Company will address those substantial and relevant questions at the Scheme Meeting.

Alternatively, Eligible Shareholders and proxies will be able to ask questions during the Scheme Meeting.

The Company will, within one (1) month after the date of the Scheme Meeting, publish the minutes of the Scheme Meeting on the SGXNet announcement page of the Company and the Company's website, and the minutes will include the responses to the substantial and relevant questions which are addressed during the Scheme Meeting.

- (6) In the case of joint holders of Eligible Shares, any one of such persons may vote, but if more than one of such persons are present at the Scheme Meeting, the person whose name stands first in the Register of Members or, as the case may be, the Depository Register shall alone be entitled to vote.
- (7) An Eligible Shareholder (other than an Eligible Shareholder who is a Relevant Intermediary (as defined below)) may only cast all the votes it uses at the Scheme Meeting in **one (1) way**.
- (8) An Eligible Shareholder voting by proxy shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting as if that Eligible Shareholder was voting in person.

- (9) Pursuant to the Order of Court, the Court has appointed Mr. Chua Keng Woon, or failing him, any director of the Company, to act as Chairman of the Scheme Meeting, and has directed the Chairman of the Scheme Meeting to report the results thereof to the Court.
- (10) The said Scheme will be subject to, among others, the subsequent approval of the Court.
- (11) CPFIS Investors and SRS Investors who wish to appoint the Chairman of the Scheme Meeting as proxy should approach their respective CPF and SRS agent banks to submit their voting instructions by 10.00 a.m. on 10 July 2025.
- A “Relevant Intermediary” means a “relevant intermediary” as defined in Section 181 of the Companies Act.
- (12) The Chairman of the Scheme Meeting, as proxy, need not be a member of the Company.
- (13) For the purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:
- (a) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
 - (b) the Company shall treat a Relevant Intermediary that casts votes both for and against the Scheme as follows:
 - (i) the Company shall treat the Relevant Intermediary as casting one (1) vote in favour of the Scheme if the Relevant Intermediary casts more votes for the Scheme than against the Scheme;
 - (ii) the Company shall treat the Relevant Intermediary as casting one (1) vote against the Scheme if the Relevant Intermediary casts more votes against the Scheme than for the Scheme; and
 - (iii) the Company shall treat the Relevant Intermediary as casting one (1) vote for and one (1) vote against the Scheme if the Relevant Intermediary casts equal votes for and against the Scheme.
- (14) CPF agent banks and/or SRS agent banks acting on the request of the CPFIS Investors and/or SRS Investors who wish to attend the Scheme Meeting as observers are requested to submit in writing, a list with details of the investors’ names, NRIC/Passport numbers, addresses and number of Eligible Shares held. The list, signed by an authorised signatory of the respective CPF or SRS agent bank, should reach the registered office of the Company at 47 Tuas View Circuit, Singapore 637357, at least 72 hours before the time appointed for holding the Scheme Meeting.
- (15) Please see the Scheme Document and the Notes to the Proxy Form for more information.

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Scheme Meeting and/or any adjournment thereof, an Eligible Shareholder (i) consents to the collection, use and disclosure of the Eligible Shareholder’s personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of proxy(ies) and representative(s) appointed for the Scheme Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, proxy lists, minutes and other documents relating to the Scheme Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Eligible Shareholder discloses the personal data of the Eligible Shareholder’s proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Eligible Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Eligible Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Eligible Shareholder’s breach of warranty.

Please note that transportation to the Scheme Meeting is available at Boon Lay MRT at 9.00 a.m.. Pick-up point is near the UOB taxi stand. Please call (65) 6862 2211 for any enquiries or further details.

Dated this 1 July 2025

Morgan Lewis Stamford LLC
10 Collyer Quay, #27-00
Ocean Financial Centre
Singapore 049315

Solicitors for
Hai Leck Holdings Limited

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OA 570/2025

In the Matter of Section 210 of the Companies Act 1967

And

In the Matter of Hai Leck Holdings Limited
(Company UEN No. 199804461D)

SCHEME OF ARRANGEMENT

Under Section 210 of the Companies Act 1967

Between

Hai Leck Holdings Limited

And

**Eligible Shareholders
(as defined herein)**

And

Cheng Investment Management Pte. Ltd.

HAI LECK HOLDINGS LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number: 199804461D)

**PROXY FORM
FOR SCHEME MEETING**
IMPORTANT:

1. All capitalised terms used in this Proxy Form which are not otherwise defined herein shall bear the same meanings ascribed to them in the scheme document issued by the Company to the Eligible Shareholders dated 1 July 2025 (the “**Scheme Document**”).
2. Please read the notes overleaf which contain instructions on, among others, the appointment of a proxy(ies) to attend, speak and vote on his/her/its behalf at the Scheme Meeting.
3. This Proxy Form is not valid for use by persons who hold Eligible Shares through Relevant Intermediaries (as defined below) and shall be ineffective for all intents and purposes if used or purported to be used by them. Such persons should contact the Relevant Intermediary through which they hold such Eligible Shares as soon as possible in order to make the necessary arrangements for them to appoint proxy(ies) at the Scheme Meeting.
4. CPFIS Investors and SRS Investors who wish to appoint the Chairman of the Scheme Meeting as proxy should approach their respective CPF and SRS agent banks to submit their voting instructions by 10.00 a.m. on 10 July 2025.
5. By submitting the Proxy Form, the Eligible Shareholder accepts and agrees to the personal data privacy terms set out in the Notice of Scheme Meeting dated 1 July 2025.

I/We*,	(Name)	(NRIC/Passport/ Co. Registration Number)
of		(Address)
being a member/members* of HAI LECK HOLDINGS LIMITED (the “ Company ”), hereby appoint:		
Name	Address	NRIC/Passport Number

or failing the person referred to above, the Chairman of the Scheme Meeting as my/our* proxy to vote for me/us* on my/our* behalf at the Scheme Meeting to be held in Singapore at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. and at any adjournment thereof. I/We* direct my/our* proxy to vote for, vote against or abstain from voting on the resolution to be proposed at the Scheme Meeting as indicated hereunder.

No.	Resolution	FOR	AGAINST	ABSTAIN
1.	To approve the Scheme of Arrangement			

If you wish the Chairman of the Scheme Meeting or your proxy to cast all your votes “For” or “Against” the resolution, please indicate with a tick “√” in the relevant space provided under “For” or “Against”. If you wish the Chairman of the Scheme Meeting or your proxy to abstain from voting on the resolution, please indicate with a tick “√” in the relevant space provided under “Abstain”. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

Dated this _____ day of _____ 2025.

Total Number of shares held in:	No. of Shares
(a) CDP Register	
(b) Register of Members	

Signature of Member and/or,
Common Seal of Corporate Shareholder

* Delete where inapplicable

IMPORTANT: PLEASE READ NOTES OVERLEAF

NOTES TO PROXY FORM:

- (1) All capitalised terms used in this Proxy Form which are not otherwise defined herein shall bear the same meanings ascribed to them in the scheme document issued by the Company to the Eligible Shareholders dated 1 July 2025 (the “**Scheme Document**”).
- (2) The Scheme Meeting will be convened and held solely by physical attendance which will provide shareholders the opportunity to participate fully at the meeting.
- (3) The Notice of Scheme Meeting dated 1 July 2025 and the accompanying Proxy Form will be sent by post to members. At the same time, these documents have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com.

(4) Voting:

Live voting will be conducted during the Scheme Meeting for shareholders and proxy(ies).

An Eligible Shareholder who is entitled to attend and vote at the Scheme Meeting, and who is not a Relevant Intermediary, is entitled to appoint only one (1) proxy to attend and vote at the Scheme Meeting. A proxy need not be a member of the Company and may be the Chairman of the Scheme Meeting. For the purposes of Note 4, “**Relevant Intermediary**” has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore (the “**Companies Act**”) as follows:

- (a) a banking corporation licensed under the Banking Act 1970 of Singapore or a wholly owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
- (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore and who holds shares in that capacity; or
- (c) the Central Provident Fund Board established by the Central Provident Fund Act 1953 of Singapore, in respect of shares purchased under the subsidiary legislation made under that act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, and if the Central Provident Fund Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

Where an Eligible Shareholder who is not a Relevant Intermediary appoints more than one (1) proxy, such additional appointments shall be invalid.

- (5) A corporation which is an Eligible Shareholder may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Scheme Meeting, in accordance with Section 179 of the Companies Act.

(6) Submission of Proxy Forms:

Duly completed Proxy Forms must be submitted through any one of the following manners: (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or (b) by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time appointed for holding the Scheme Meeting.

Investors who hold shares through Relevant Intermediaries (including CPFIS Investors/SRS Investors): Investors (including CPF/SRS investors) should not make use of the Proxy Form and instead approach their respective Relevant Intermediary to specify voting instructions. CPFIS Investors and/or SRS Investors who wish to vote should approach their respective CPF agent bank/SRS agent bank) by 10 July 2025, 10.00 a.m. to ensure their votes are submitted. Investors who have deposited their shares into a nominee account should also approach their depository agent and Relevant Intermediaries by 10 July 2025, 10.00 a.m.. The Proxy Form must be under the hand of the appointer or of their attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed under its seal or under the hand of any officer or attorney duly authorised.

- (7) Where an Eligible Shareholder (whether individual or corporate) appoints a proxy, he/she/it may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. However, if the Chairman of the Scheme Meeting is appointed as proxy and where no specific direction as to voting is provided, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid. The Company shall be entitled to reject a Proxy Form if it is incomplete, improperly completed, or illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified in the Proxy Form.
- (8) In the case of Eligible Shareholders whose Shares are entered against their names in the Depository Register, the Company may reject any Proxy Form lodged if such Eligible Shareholders are not shown to have Shares entered against their names in the Depository Register 72 hours before the time appointed for holding the Scheme Meeting as certified by The Central Depository (Pte) Limited to the Company.

(9) Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Scheme Meeting and/or any adjournment thereof, an Eligible Shareholder (i) consents to the collection, use and disclosure of the Eligible Shareholder’s personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of proxy(ies) and representative(s) appointed for the Scheme Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, proxy lists, minutes and other documents relating to the Scheme Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the Eligible Shareholder discloses the personal data of the Eligible Shareholder’s proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Eligible Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Eligible Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Eligible Shareholder’s breach of warranty.

(10) For the purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:

- (a) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
- (b) the Company shall treat a Relevant Intermediary that casts votes both for and against the Scheme as follows:
 - (i) the Company shall treat the Relevant Intermediary as casting one (1) vote in favour of the Scheme if the Relevant Intermediary casts more votes for the Scheme than against the Scheme;
 - (ii) the Company shall treat the Relevant Intermediary as casting one (1) vote against the Scheme if the Relevant Intermediary casts more votes against the Scheme than for the Scheme; and
 - (iii) the Company shall treat the Relevant Intermediary as casting one (1) vote for and one (1) vote against the Scheme if the Relevant Intermediary casts equal votes for and against the Scheme.

HAI LECK HOLDINGS LIMITED

(Company Registration No. 199804461D)
(Incorporated in the Republic of Singapore)

1 July 2025

Dear Shareholders,

We are pleased to enclose printed copies of the Notice of Scheme Meeting and Proxy Form for HAI LECK HOLDINGS LIMITED's upcoming scheme meeting to be held on 21 July 2025 (the "**Scheme Meeting**").

In line with the Group's sustainability strategy, we will be discontinuing the practice of mailing HAI LECK HOLDINGS LIMITED's documents to shareholders. Instead, HAI LECK HOLDINGS LIMITED's scheme document dated 1 July 2025 (the "**Scheme Document**") (together with the Notice of Scheme Meeting, the Proxy Form and this Request Form) have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com.

You will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company.

We sincerely hope that you will join our sustainability efforts and embrace e-communications. But if you still wish to receive a printed copy of the Scheme Document, you may request for such printed copy of the Scheme Document by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of the Scheme Document will be sent to your address in Singapore by ordinary post at your own risk.

By completing, signing and returning the form to us, you agree and acknowledge that we and/or our service providers may collect, use and disclose your personal data, as contained in your submitted form or which is otherwise collected from you or your authorised representative(s), for the purpose of processing and effecting your request.

Yours faithfully
For and behalf of
HAI LECK HOLDINGS LIMITED

Hon Wei Ling
Company Secretary

REQUEST FORM

To : HAI LECK HOLDINGS LIMITED

NB: Please tick accordingly. Incomplete or incorrectly completed forms will not be processed.

☐

I/We wish to receive a printed copy of the Scheme Document.

Name(s) of Shareholder(s): _____

NRIC/Passport Number(s): _____

Company Registration Number: _____

Mailing Address: _____

Signature(s): _____ Date: _____

Affix
Postage
Stamp

HAI LECK HOLDINGS LIMITED

47 Tuas View Circuit
Singapore 637357

SCHEME DOCUMENT DATED 1 JULY 2025

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF THAT JURISDICTION.

THIS SCHEME DOCUMENT IS ISSUED BY HAI LECK HOLDINGS LIMITED (THE "COMPANY"). THIS SCHEME DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

IF YOU ARE IN ANY DOUBT ABOUT THIS SCHEME DOCUMENT OR THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

This Scheme Document (together with the Notice of Scheme Meeting, the Proxy Form and the Request Form) has been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com. A printed copy of this Scheme Document will **NOT** be despatched to Eligible Shareholders (unless upon request). Instead, only printed copies of the Notice of Scheme Meeting, the Proxy Form and the Request Form will be despatched to the Eligible Shareholders.

If you have sold or transferred all or any of your shares in the capital of the Company, you should immediately inform the purchaser or transferee or the bank, stockbroker or agent through whom the sale or transfer was effected for onward notification to the purchaser or the transferee, that this Scheme Document (together with the Notice of Scheme Meeting, the Proxy Form and the Request Form) may be accessed at the Company's website at www.haileck.com and SGXNet at <https://sgx.com/securities/company-announcements>.

The Singapore Exchange Securities Trading Limited (the "SGX-ST") assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Scheme Document.



HAI LECK HOLDINGS LIMITED

(Company Registration No. 199804461D)
(Incorporated in the Republic of Singapore)

PROPOSED ACQUISITION BY

CHENG INVESTMENT MANAGEMENT PTE. LTD.

(Company Registration No. 202426377G)
(Incorporated in the Republic of Singapore)

OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (OTHER THAN THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT

Independent Financial Adviser to the Independent Directors



XANDAR CAPITAL PTE. LTD.

(Company Registration No. 200002789M)
(Incorporated in the Republic of Singapore)

IMPORTANT DATES AND TIMES

Last date and time for lodgment of Proxy Form for the Scheme Meeting	:	18 July 2025 at 10.00 a.m.
Date and time of Scheme Meeting	:	21 July 2025 at 10.00 a.m.
Place of the Scheme Meeting	:	47 Tuas View Circuit, Singapore 637357
Expected ⁽¹⁾ date of the Court hearing of the application to approve the Scheme	:	On or around 25 August 2025
Expected last day of trading of the Shares on the SGX-ST	:	On or around 29 August 2025
Expected Record Date	:	On or around 8 September 2025 at 5.00 p.m.
Expected Effective Date	:	On or around 9 September 2025
Expected date for payment of the Scheme Consideration	:	On or around 18 September 2025
Expected date for the delisting of the Shares	:	On or around 22 September 2025

Note:

- (1) Expected dates are indicative only and dependent on a number of factors, including approval of the Scheme by Eligible Shareholders at the Scheme Meeting, court availability and CDP processes.

Important Notice

The action to be taken by you is set out on page 32 of this Scheme Document.

The information in this section is qualified by, and should be read in conjunction with, the full information contained in the rest of this Scheme Document. In the event of any inconsistency or conflict between this section and the rest of this Scheme Document, the terms set out in this Scheme Document shall prevail. Nothing in this section is intended to be, or shall be taken as, advice, a recommendation or a solicitation to the Eligible Shareholders or any other part.

Shareholders are advised to exercise caution when dealing in their Shares and refrain from taking any action in relation to their Shares which may be prejudicial to their interests.

CONTENTS

DEFINITIONS	3
CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS	12
EXPECTED TIMETABLE	13
CORPORATE INFORMATION	14
LETTER TO ELIGIBLE SHAREHOLDERS	15
1. INTRODUCTION	15
2. THE ACQUISITION AND THE SCHEME	16
3. DEEDS OF UNDERTAKING	19
4. NO CASH OUTLAY	19
5. INFORMATION ON THE COMPANY	20
6. INFORMATION ON THE OFFEROR	20
7. RATIONALE FOR THE ACQUISITION AND FUTURE PLANS FOR THE COMPANY .	21
8. FINANCIAL EVALUATION OF THE SCHEME CONSIDERATION	23
9. APPROVALS REQUIRED	24
10. DELISTING	26
11. CONFIRMATION OF FINANCIAL RESOURCES	27
12. INDEPENDENT FINANCIAL ADVISER	27
13. VALUATION OF THE SUBJECT PROPERTIES	29
14. INDEPENDENT DIRECTORS' RECOMMENDATION	30
15. DIRECTORS' INTENTIONS WITH RESPECT TO THEIR COMPANY SECURITIES .	32
16. ACTION TO BE TAKEN BY SHAREHOLDERS	32
17. INFORMATION RELATING TO CPFIS AND SRS INVESTORS	32
18. DIRECTORS' RESPONSIBILITY STATEMENT	32
19. GENERAL INFORMATION	33
EXPLANATORY STATEMENT	34

CONTENTS

APPENDIX A	–	LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME	A-1
APPENDIX B	–	LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS	B-1
APPENDIX C	–	GENERAL INFORMATION RELATING TO THE COMPANY.....	C-1
APPENDIX D	–	EXTRACTS FROM THE COMPANY'S CONSTITUTION	D-1
APPENDIX E	–	SCHEME CONDITIONS	E-1
APPENDIX F	–	PREScribed OCCURRENCES	F-1
APPENDIX G	–	SPECIFIC OBLIGATIONS OF THE COMPANY.....	G-1
APPENDIX H	–	FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY	H-1
APPENDIX I	–	9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY	I-1
APPENDIX J	–	VALUATION SUMMARY	J-1
APPENDIX K	–	MANNER OF CONVENING SCHEME MEETING	K-1
APPENDIX L	–	THE SCHEME	L-1
APPENDIX M	–	NOTICE OF SCHEME MEETING.....	M-1
APPENDIX N	–	PROXY FORM FOR THE SCHEME MEETING	N-1

DEFINITIONS

In this Scheme Document, the following definitions apply throughout unless otherwise stated or the context otherwise requires:

"9M2025"	:	The nine (9) months ended 31 March 2025
"9M2025 Unaudited Financial Statements"	:	The unaudited consolidated financial statements of the Company for the nine (9) months ended 31 March 2025 as announced by the Company on the SGXNet on 9 May 2025
"Acquisition"	:	The proposed acquisition by the Offeror to acquire all the Eligible Shares
"ACRA"	:	The Accounting and Corporate Regulatory Authority of Singapore
"Board"	:	The board of directors of the Company
"Business Day"	:	A day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore
"Cash Ledger"	:	Shall have the meaning ascribed to it in CDP's <i>"The Central Depository (Pte) Limited Operation of Securities Account with the Depository Terms and Conditions"</i>
"CCHPL"	:	Cheng Capital Holdings Pte. Ltd.
"CDP"	:	The Central Depository (Pte) Limited
"Code"	:	The Singapore Code on Take-overs and Mergers promulgated by the SIC as the same may be modified, amended, supplemented or replaced from time to time
"Companies Act"	:	The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
"Company Securities"	:	(a) Shares; (b) other securities which carry voting rights in the Company; and (c) convertible securities, warrants, options, awards or derivatives in respect of any Shares and/or other securities which carry voting rights in the Company
"Company"	:	Hai Leck Holdings Limited
"Court"	:	The General Division of the High Court of the Republic of Singapore or, where applicable on appeal, the Appellate Division of the High Court of the Republic of Singapore or the Court of Appeal of the Republic of Singapore

DEFINITIONS

“Court Order”	:	The order of the Court approving the Scheme under Section 210 of the Companies Act
“CPF”	:	The Central Provident Fund
“CPF Agent Banks”	:	Banks approved by CPF to be the agent banks for CPF investors
“CPFIS”	:	The Central Provident Fund Investment Scheme
“CPFIS Investors”	:	Investors who have purchased Shares using their CPF contributions pursuant to the CPFIS
“Cut-Off Date”	:	The date falling 10 months ¹ from the date of the Implementation Agreement or such other date as may be agreed in writing between the Company and the Offeror
“Deeds of Undertaking”	:	Shall have the meaning ascribed to it in paragraph 3 of the Letter to Eligible Shareholders
“determination”	:	Shall have the meaning ascribed to it in paragraph 12.3.2 of the Explanatory Statement
“Distributions”	:	All dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares
“Effective Date”	:	The date on which the Scheme, if approved by the Court, becomes effective in accordance with its terms
“Eligible Shareholders”	:	Persons who are registered as holders of Eligible Shares in the Register of Members and depositors who have Eligible Shares entered against their names in the Depository Register
“Eligible Shares”	:	All the issued Shares in the capital of the Company (other than the Excluded Shares)
“Encumbrances”	:	Any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third-party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever

¹ Pursuant to the Supplemental Agreement to the Implementation Agreement entered into on 27 May 2025, the Cut-Off Date was extended from the date falling six (6) months from the date of the Implementation Agreement to the date falling 10 months from the date of the Implementation Agreement.

DEFINITIONS

“Entitled Eligible Shareholders”	:	Eligible Shareholders as at 5.00 p.m. on the Record Date
“Excluded Shareholders”	:	Mr. Cheng and CCHPL
“Excluded Shares”	:	The (a) Shares directly held by Mr. Cheng; (b) Shares directly held by CCHPL; and (c) Treasury Shares
“Explanatory Statement”	:	The explanatory statement in compliance with Section 211 of the Companies Act as set out on pages 34 to 52 of this Scheme Document
“FY”	:	Financial year ended or ending 30 June, as the case may be
“FY2024 Audited Financial Statements”	:	The audited financial statements of the Company for the financial year ended 30 June 2024
“Group”	:	The Company and its subsidiaries
“IFA”	:	Xandar Capital Pte. Ltd., the independent financial adviser appointed to advise the Independent Directors on the Scheme
“IFA Letter”	:	The letter from the IFA to the Independent Directors dated 1 July 2025, as set out in Appendix A (Letter from the IFA to the Independent Directors on the Scheme) to this Scheme Document
“Implementation Agreement”	:	The implementation agreement dated 9 December 2024 entered into between the Company and the Offeror setting out the terms and conditions on which the Company and the Offeror will implement the Scheme (as amended, modified and supplemented by the Supplemental Agreement dated 27 May 2025)
“Independent Directors”	:	The directors of the Company who are considered independent for the purposes of the Scheme, namely Mr. Chua Keng Woon, Mr. Lim Hui Kwan and Mr. Reuben Tan Wei Jer
“Joint Announcement”	:	The joint announcement made by the Company and the Offeror on 9 December 2024 in relation to, among others, the Scheme
“Joint Announcement Date”	:	9 December 2024, being the date of the Joint Announcement

DEFINITIONS

“Last Trading Day”	:	3 December 2024, being the last full trading day immediately before the Joint Announcement Date
“Latest Practicable Date”	:	24 June 2025, being the latest practicable date prior to the issuance of this Scheme Document
“Letter to Eligible Shareholders”	:	The letter from the Company to the Eligible Shareholders dated 1 July 2025 set out in this Scheme Document
“Listing Rules”	:	The listing rules of the SGX-ST, as amended, modified or supplemented from time to time
“Market Day”	:	A day on which the SGX-ST is open for the trading of securities
“Mdm. Goo”	:	Mdm. Goo Guik Bing @ Goh Guik Bing
“Mr. Cheng”	:	Mr. Cheng Buck Poh @ Chng Bok Poh
“Ms. CLC”	:	Ms. Cheng Li Chen
“Ms. CWL”	:	Ms. Cheng Wee Ling
“NAV”	:	Net asset value
“Notice of Scheme Meeting”	:	The notice of the Scheme Meeting as set out in Appendix M (Notice of Scheme Meeting) to this Scheme Document
“Offeror”	:	Cheng Investment Management Pte. Ltd.
“Offeror Securities”	:	(a) shares of the Offeror; (b) securities which carry substantially the same rights as any shares of the Offeror; and (c) convertible securities, warrants, options and derivatives in respect of (a) and (b)
“Offeror’s Letter”	:	The letter from the Offeror to the Eligible Shareholders dated 1 July 2025 set out in Appendix B (Letter from the Offeror to the Eligible Shareholders) to this Scheme Document
“Overseas Eligible Shareholder”	:	Each of the Eligible Shareholders whose address is outside Singapore, as shown on the Register of Members, or as the case may be, in the records of CDP
“P/NAV”	:	Net asset value per Share
“Parties”	:	The Company and the Offeror, and “Party” means any one of them

DEFINITIONS

“Prescribed Occurrence”	:	Any events set out in Appendix F (<i>Prescribed Occurrences</i>) to this Scheme Document
“Proxy Form”	:	The proxy form for the Scheme Meeting as set out in Appendix N (<i>Proxy Form for the Scheme Meeting</i>) to this Scheme Document
“Record Date”	:	The date and time to be announced (before the Effective Date) by the Company on which the transfer books and Register of Members will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme
“Register of Members”	:	The register of members of the Company
“Regulatory Approvals”	:	Such consents and approvals or other acts from any foreign or Singapore government or governmental, semi-governmental, administrative, regulatory, fiscal or judiciary agency, authority, body, commission, department, exchange, tribunal or entity (including, without limitation, the ACRA, the SGX-ST and the SIC) as required by either Party which, or which the Parties may agree, are necessary to complete the Acquisition or implement the Scheme or to give effect to the provisions of the Implementation Agreement
“Request Form”	:	The request form for Eligible Shareholders to request for a printed copy of this Scheme Document
“relevant intermediary”	:	<ul style="list-style-type: none">(a) a banking corporation licensed under the Banking Act 1970 of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;(b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore, and who holds shares in that capacity; or(c) the Central Provident Fund Board (“CPF Board”) established by the Central Provident Fund Act 1953 of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the CPF, if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation

DEFINITIONS

“Scheme”	:	The scheme of arrangement under Section 210 of the Companies Act dated 1 July 2025 set out in Appendix L (The Scheme) to this Scheme Document (as may be amended or modified from time to time)
“Scheme Conditions”	:	The conditions precedent in the Implementation Agreement which must be satisfied (or, where applicable, waived) by the Cut-Off Date for the Scheme to be implemented and which are reproduced in Appendix E (Scheme Conditions) to this Scheme Document
“Scheme Consideration”	:	The cash amount of S\$0.55 that each Eligible Shareholder as at the Record Date will be entitled to receive for each Eligible Share held as at the Record Date
“Scheme Document”	:	This document dated 1 July 2025 issued by the Company to the Eligible Shareholders, containing, among others, details of the Scheme, an explanatory statement complying with the requirements of the Companies Act, the IFA Letter, the Offeror’s Letter and Notice of Scheme Meeting and Proxy Form and such other information as may be required for disclosure or inclusion therein under the Code, the Companies Act and the Listing Rules
“Scheme Meeting”	:	The meeting of the Shareholders to be convened at the direction of the Court for the purpose of considering and, if thought fit, approving the Scheme (and shall include any adjournment of the meeting)
“Scheme Resolution”	:	The resolution relating to the Scheme referred to in the Notice of Scheme Meeting dated 1 July 2025 set out in Appendix M (Notice of Scheme Meeting) to this Scheme Document
“Securities Account”	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account
“SGXNet”	:	A broadcast network utilised by companies listed on the SGX-ST for the purposes of sending information (including announcements) to the SGX-ST (or any other broadcast or system networks prescribed by the SGX-ST)
“SGX-ST”	:	The Singapore Exchange Securities Trading Limited
“Share Registrar”	:	In.Corp Corporate Services Pte. Ltd., the share registrar of the Company

DEFINITIONS

“Shareholders”	:	<p>The shareholders of the Company being persons who are registered:</p> <p>(a) in the Register of Members (other than CDP) as the holder of a Share; and/or</p> <p>(b) in the Depository Register of the Company as having a Share credited to his Securities Account with CDP</p>
“Shares”	:	The ordinary shares in the capital of the Company (excluding Treasury Shares)
“SIC”	:	The Securities Industry Council of Singapore
“SIC Exemption”	:	The confirmation from the SIC that the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code
“SRS”	:	The Supplementary Retirement Scheme
“SRS Investors”	:	Investors who have purchased Shares under the SRS
“Subject Properties”	:	The Tuas Avenue Property, the Tuas Drive Property and the Tuas View Property owned by the Group as set out and more particularly described in Appendix J (Valuation Summary) to this Scheme Document, and “Subject Property” means any one of them
“Supplemental Agreement”	:	The supplemental agreement dated 27 May 2025 entered into by the Company and the Offeror to amend, modify and supplement the Implementation Agreement
“Treasury Shares”	:	The Shares held in treasury
“Tuas Avenue Property”	:	The property located at 9 Tuas Avenue 1, Singapore 639494 as set out in Appendix J (Valuation Summary) to this Scheme Document
“Tuas Drive Property”	:	The property located at 12 Tuas Drive 1, Singapore 638679 as set out in Appendix J (Valuation Summary) to this Scheme Document
“Tuas View Property”	:	The property located at 47 Tuas View Circuit, Singapore 637357 as set out in Appendix J (Valuation Summary) to this Scheme Document
“Valuer”	:	United Valuers Pte. Ltd.

DEFINITIONS

“Valuation Summary”	:	The valuation summary dated 2 June 2025 issued by the Valuer in respect of the Subject Properties, as set out in Appendix J (Valuation Summary) to this Scheme Document
“VWAP”	:	The volume-weighted average price
“S\$” and “cents”	:	Singapore dollars and cents respectively, being the lawful currency of Singapore
“per cent.” or “%”	:	Per centum or percentage

Acting in concert and concert parties. The term **“acting in concert”** shall have the meaning ascribed to it in the Code, and the term **“concert party”** of a person means a person acting in concert with the first mentioned person.

Announcement, notice, etc. References to the making of an announcement or the giving of notice by the Company shall include the release of an announcement by any financial advisers or advertising agents, for and on behalf of the Offeror, 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 simultaneously to the SGX-ST.

Depositors, etc. The expressions **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Expressions. Words importing the singular shall, where applicable, include the plural and vice versa. Words importing a single gender shall, where applicable, include any or all genders. References to persons shall, where applicable, include firms, corporations and other entities.

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

Rounding. Shareholding percentages are rounded to the nearest two (2) decimal places. Any discrepancies in the figures included in this Scheme Document between the amounts shown and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Scheme Document may not be an arithmetic aggregation of the figures that precede them.

Shareholders. The term **“Shareholder”**, in relation to any Share, includes a person entitled to that Share by transmission. Any reference to **“you”**, **“your”** and **“yours”** in this Scheme Document are, as the context so determines, to Shareholders unless the context otherwise requires.

Statutes. Any reference in this Scheme Document to any enactment or statute shall include a reference to any subordinate legislation and any regulation made under the relevant enactment or statute and is a reference to that enactment, statute, subordinate legislation or regulation as from time to time amended, consolidated, modified, re-enacted or replaced, whether before or after the date of this Scheme. Any word defined under the Companies Act, the Code, the Listing Rules, the Securities and Futures Act 2001 of Singapore or any modification thereof and used in this Scheme Document shall, where applicable, have the meaning assigned to that word under the

DEFINITIONS

Companies Act, the Code, the Listing Rules, the Securities and Futures Act 2001 of Singapore or that modification, as the case may be, unless the context otherwise requires.

Subsidiaries, related corporations. The expressions “**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 Scheme Document shall be a reference to Singapore time and date respectively unless otherwise specified.

Total number of Shares and percentage. In this Scheme Document, the total number of Shares is a reference to a total of 226,241,195 Shares (excluding 352,000 Treasury Shares) in issue as at the Latest Practicable Date (based on the results of the electronic instant information search on the Company with the ACRA as at the Latest Practicable Date) unless the context otherwise requires. Unless otherwise specified, all references to a percentage shareholding in the capital of the Company in this Scheme Document are based on 226,241,195 Shares in issue as at the Latest Practicable Date.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Scheme Document are or may be forward-looking statements. Forward-looking statements include, but are not limited to, those using words such as “aim”, “anticipate”, “believe”, “estimate”, “expect”, “forecast”, “intend”, “plan”, “project”, “seek”, “strategy” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Offeror’s and/or the Company’s (as the case may be) current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results or outcomes may differ materially from those expressed or implied in such forward-looking statements. Given the risks and uncertainties that may cause actual results or outcomes to differ materially from those expressed or implied in such forward-looking statements, Shareholders and investors of the Company and the Offeror should not place undue reliance on such forward-looking statements, and neither the Offeror nor the Company guarantees any future performance or event or undertakes any obligation to update publicly or revise any forward-looking statements.

EXPECTED TIMETABLE

LAST DATE AND TIME FOR LODGMENT OF PROXY FORM FOR THE SCHEME MEETING	:	18 July 2025 at 10.00 a.m. ⁽¹⁾⁽²⁾
DATE AND TIME OF THE SCHEME MEETING	:	21 July 2025 at 10.00 a.m.
PLACE OF SCHEME MEETING	:	47 Tuas View Circuit, Singapore 637357
EXPECTED DATE OF THE COURT HEARING OF THE APPLICATION TO APPROVE THE SCHEME	:	On or around 25 August 2025 ⁽³⁾
EXPECTED LAST DAY FOR TRADING OF THE SHARES ON SGX-ST	:	On or around 29 August 2025 ⁽⁴⁾
EXPECTED RECORD DATE	:	On or around 8 September 2025, 5.00 p.m. ⁽⁴⁾
EXPECTED EFFECTIVE DATE	:	On or around 9 September 2025 ⁽⁵⁾
EXPECTED DATE FOR THE PAYMENT OF THE SCHEME CONSIDERATION	:	On or around 18 September 2025 ⁽⁶⁾
EXPECTED DATE FOR THE DELISTING OF THE SHARES FROM THE SGX-ST	:	On or around 22 September 2025 ⁽⁶⁾

You should note that save for the last date and time for the lodgment of the Proxy Form and the date and time of the Scheme Meeting, the above timetable is indicative only and may be subject to change. For the events listed above and in this Scheme Document, which are described as “expected”, please refer to future announcement(s) by the Company on the SGXNet for the exact dates and times of these events.

Notes:

- (1) The Scheme Meeting will be convened and held solely by physical attendance, in Singapore at 47 Tuas View Circuit, Singapore 637357. Accordingly, Eligible Shareholders will not be able to attend the Scheme Meeting virtually.
- (2) Duly completed Proxy Forms must be submitted through any one of the following manners: (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or (b) by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time appointed for holding the Scheme Meeting, failing which, the Proxy Form will not be treated as valid. Completion and lodgment of a Proxy Form will not preclude an Eligible Shareholder from attending and voting at the Scheme Meeting in person.
- (3) This date is subject to allocation by the Court.
- (4) No transfer of the Shares may be effected after 5.00 p.m. on the Record Date, subject to the availability of the Court hearing date as stated above.
- (5) The Scheme will only be effective and binding upon lodgment of the Court Order with ACRA. The Court Order will be lodged with ACRA upon the satisfaction (or, where applicable, waiver) of all the Scheme Conditions and provided neither the Offeror nor the Company exercises its termination right(s) (if any).
- (6) Assuming that the Effective Date is 9 September 2025, subject to the availability of the Court hearing date as stated above.

CORPORATE INFORMATION

DIRECTORS	:	Mr. Cheng Buck Poh @ Chng Bok Poh (<i>Executive Chairman and Chief Executive Officer</i>) Mr. Chua Keng Woon (<i>Lead Independent Director</i>) Ms. Cheng Wee Ling (<i>Executive Director</i>) Mr. Lim Hui Kwan (<i>Independent Director</i>) Mr. Reuben Tan Wei Jer (<i>Independent Director</i>)
COMPANY SECRETARIES	:	Kong Wei Fung Hon Wei Ling
SHARE REGISTRAR	:	In.Corp Corporate Services Pte. Ltd. 36 Robinson Road #20-01 City House Singapore 068877
LEGAL ADVISER TO THE OFFEROR IN RELATION TO THE SCHEME	:	Icon Law LLC 138 Market Street CapitaGreen #05-00 Singapore 048946
LEGAL ADVISER TO THE COMPANY IN RELATION TO THE SCHEME	:	Morgan Lewis Stamford LLC 10 Collyer Quay #27-00 Ocean Financial Centre Singapore 049315
INDEPENDENT FINANCIAL ADVISER TO ADVISE THE INDEPENDENT DIRECTORS ON THE SCHEME	:	Xandar Capital Pte. Ltd. 3 Shenton Way #24-02 Shenton House Singapore 068805
INDEPENDENT AUDITORS	:	Baker Tilly TFW LLP 600 North Bridge Road #05-01 Parkview Square Singapore 188778

LETTER TO ELIGIBLE SHAREHOLDERS

HAI LECK HOLDINGS LIMITED

(Company Registration No. 199804461D)
(Incorporated in the Republic of Singapore)

Directors:

Mr. Cheng Buck Poh @ Chng Bok Poh (*Executive Chairman and Chief Executive Officer*)
Mr. Chua Keng Woon (*Lead Independent Director*)
Ms. Cheng Wee Ling (*Executive Director*)
Mr. Lim Hui Kwan (*Independent Director*)
Mr. Reuben Tan Wei Jer (*Independent Director*)

Registered Office:

47 Tuas View Circuit
Singapore 637357

1 July 2025

To: The Eligible Shareholders

Dear Sir/Madam

PROPOSED ACQUISITION BY CHENG INVESTMENT MANAGEMENT PTE. LTD. OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (OTHER THAN THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT

1. INTRODUCTION

- 1.1 **Acquisition.** On 9 December 2024, the respective boards of directors of the Company and the Offeror jointly announced the Acquisition, to be effected by the Company by way of a Scheme in accordance with Section 210 of the Companies Act and the Code.

A copy of the Joint Announcement announcing the Acquisition have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com.

- 1.2 **Supplemental Agreement.** On 27 May 2025, the respective boards of directors of the Company and the Offeror jointly announced that the Parties had on 27 May 2025 entered into a supplemental agreement to amend the Implementation Agreement (the "**Supplemental Agreement**").

Further time was required to satisfy the Scheme Conditions as set out in **Appendix E (Scheme Conditions)** to this Scheme Document, including obtaining the relevant Regulatory Approvals for the Scheme Document. Accordingly, the Company and the Offeror entered into the Supplemental Agreement to extend the Cut-Off Date of the Implementation Agreement for an additional four (4) months to 10 months from the date of the Implementation Agreement or such other date as may be agreed in writing by the Parties to the Implementation Agreement.

- 1.3 **Purpose.** The purpose of this Scheme Document is to set out information pertaining to the Scheme, to seek your approval of the Scheme and to give you notice of the Scheme Meeting.

LETTER TO ELIGIBLE SHAREHOLDERS

- 1.4 **Explanatory Statement.** An Explanatory Statement setting out the key terms of, the rationale of, and the effects of the Scheme, the material interests of the directors of the Company and the procedures for the implementation of the Scheme is set out on pages 34 to 52 of this Scheme Document. The Explanatory Statement should be read in conjunction with the full text of this Scheme Document, including the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document.

2. THE ACQUISITION AND THE SCHEME

2.1 Terms of the Scheme. Under the Scheme:

- 2.1.1 all the Eligible Shares held by Eligible Shareholders, being persons who are registered as holders of the Eligible Shares in the Register of Members and depositors who have Eligible Shares entered against their names in the Depository Register as at a date and time to be announced by the Company on which the transfer books and the Register of Members will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme (the “**Record Date**”) will be transferred to the Offeror:

- (a) fully paid;
- (b) free from any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third-party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever (“**Encumbrances**”); and
- (c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares (collectively, the “**Distributions**”) on or after the Joint Announcement Date.

If any Distributions are announced, declared, paid or made by the Company to the Eligible Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration payable to the Eligible Shareholders by the amount of such Distribution.

- 2.1.2 in consideration of the transfer of the Eligible Shares referred to in paragraph 2.1.1 above, each Eligible Shareholder as at the Record Date will be entitled to receive the Scheme Consideration of S\$0.55 in cash for each Eligible Share.
- 2.2 **Scheme Conditions.** The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions, which are set out in **Appendix E (Scheme Conditions)** to this Scheme Document.

LETTER TO ELIGIBLE SHAREHOLDERS

2.3 Benefit of certain Scheme Conditions²

- 2.3.1 **The Offeror's benefit.** The Offeror alone may waive the Scheme Conditions in paragraph (4)(c), paragraph (6) (in relation to any Prescribed Occurrence relating to the Company or any Subsidiary as set out in Part II of **Appendix F (Prescribed Occurrences)** to this Scheme Document), paragraph (7) (in relation to any material breach of Warranties by the Company) and paragraph (8) (in relation to any material adverse events of the Company) of **Appendix E (Scheme Conditions)** to this Scheme Document. Any breach or non-fulfilment of any such Scheme Conditions may be relied upon only by the Offeror. The Offeror may at any time and from time to time at its sole and absolute discretion waive any such breach or non-fulfilment.
- 2.3.2 **The Company's benefit.** The Company alone may waive the Scheme Conditions in paragraph (6) (in relation to any Prescribed Occurrence relating to the Offeror as set out in Part I of **Appendix F (Prescribed Occurrences)** to this Scheme Document) and paragraph (7) (in relation to any material breach of Warranties by the Offeror) of **Appendix E (Scheme Conditions)** to this Scheme Document. Any breach or non-fulfilment of any such Scheme Conditions may be relied upon only by the Company. The Company may at any time and from time to time at its sole and absolute discretion waive any such breach or non-fulfilment.
- 2.3.3 **Mutual benefit.** Any non-fulfilment of the Scheme Condition in paragraph (4) (except for paragraph (4)(c) which is for the benefit of the Offeror) and paragraph (5) of **Appendix E (Scheme Conditions)** to this Scheme Document is capable of being waived with the consent in writing of both Parties (to the extent legally permissible).
- 2.3.4 **Other Scheme Conditions.** For the avoidance of doubt, the Parties agree that, save for the Scheme Conditions in paragraph (4) and paragraph (5) to paragraph (8) of **Appendix E (Scheme Conditions)** to this Scheme Document, none of the Scheme Conditions are capable of being waived by either Party or both Parties.

2.4 Termination of the Implementation Agreement³

- 2.4.1 **Failure of the Scheme Conditions.** If (a) any of the Scheme Conditions is not satisfied; or (b) there is an act, omission, event or occurrence that will or, as far as the Offeror or the Company (as the case may be) is aware, is likely to prevent any of the Scheme Conditions from being satisfied, the Offeror or the Company (as the case may be), shall immediately notify the other Party in writing (and in any event prior to the lodgment of the Court Order with the ACRA), and take all such steps as the other Party may require to enable such Scheme Conditions to be satisfied or, if the other Party shall waive such Scheme Conditions, to comply with any such conditions as the other Party may have imposed in giving such waiver.

² All capitalised terms used and not defined in this paragraph 2.3 shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.

³ All capitalised terms used and not defined in this paragraph 2.4 shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.

LETTER TO ELIGIBLE SHAREHOLDERS

2.4.2 Termination. If:

- (a) any of the Scheme Conditions set out in paragraph (1) (in relation to the approval of the Scheme by the Eligible Shareholders), paragraph (2) (in relation to the grant of the Court Order), paragraph (3) (in relation to the lodgment of the Court Order), paragraph (4) (except paragraph (4)(c)) (in relation to Regulatory Approvals) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, or if the Scheme has not become effective on or before 5.00 p.m. on the date falling 10 months⁴ from the date of the Implementation Agreement or such other date as may be agreed in writing between the Parties (the “**Cut-Off Date**”), either Party may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the other Party;
- (b) the Scheme Condition set out in paragraph (4)(c) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company; and
- (c) subject to the terms of the Implementation Agreement:
 - (i) if the Scheme Condition set out in paragraph (5) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, either Party may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the other Party;
 - (ii) if any of the Scheme Conditions set out in paragraph (6) (in relation to any Prescribed Occurrence relating to the Company as set out in Part II of **Appendix F (Prescribed Occurrences)** to this Scheme Document), paragraph (7) (in relation to any material breach of Warranties by the Company or any Subsidiary) and paragraph (8) (in relation to any material adverse events of the Company) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company; or
 - (iii) if any of the Scheme Conditions set out in paragraph (6) (in relation to any Prescribed Occurrence relating to the Offeror as set out in Part I of **Appendix F (Prescribed Occurrences)** to this Scheme Document) and paragraph (7) (in relation to any material breach of Warranties by the Offeror) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, the Company may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Offeror.

⁴ Pursuant to the Supplemental Agreement entered into on 27 May 2025, the Cut-Off Date was extended from the date falling six (6) months from the date of the Implementation Agreement to the date falling 10 months from the date of the Implementation Agreement.

LETTER TO ELIGIBLE SHAREHOLDERS

2.4.3 **Effect of termination.** In the event of termination of the Implementation Agreement by either the Offeror or the Company pursuant to the terms of the Implementation Agreement:

- (a) the Implementation Agreement shall cease to have any further force or effect (save for the Surviving Provisions); and
- (b) neither Party shall have any further liability or obligation to the other Party; but
- (c) such termination shall not prejudice the rights of either Party which have accrued or arisen prior to such termination, including, without limitation, any claim in respect of a breach of the Implementation Agreement.

3. DEEDS OF UNDERTAKING

Each of the Excluded Shareholders, being Mr. Cheng and CCHPL, has given an undertaking to the Company and the Offeror (collectively, the “**Deeds of Undertaking**”) pursuant to which each Excluded Shareholder has, among others, agreed and confirmed:

- (a) his/its acceptance of the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement (specifically that the Acquisition by way of the Scheme shall not be extended to the Excluded Shares); and
- (b) that he/it will not dissent from the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement, in any application for the grant of orders of the Court in relation to the Scheme and/or at any hearings of the Court in respect of the application to approve the Scheme.

As at the Latest Practicable Date, the Excluded Shareholders have each given the relevant Deeds of Undertaking to the Company and the Offeror in respect of their collective interests of 201,225,610 Shares, representing approximately 88.94% of all the Shares.

Further details of the Deeds of Undertaking and the Shares held by the Excluded Shareholders are set out in paragraph 8 of the Explanatory Statement and paragraph 5 of **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document.

4. NO CASH OUTLAY

Shareholders should note that no cash outlay (including stamp duties or brokerage expenses) will be required from the Eligible Shareholders under the Scheme.

LETTER TO ELIGIBLE SHAREHOLDERS

5. INFORMATION ON THE COMPANY

The Company was incorporated on 12 September 1998 in Singapore and was listed on the Mainboard of the SGX-ST on 28 August 2008. Established in 1975, the Group is one of the leading Singapore companies that provide project and maintenance services to the oil and gas and petrochemical industries. The Group operates through the following two (2) business segments:

- (a) Project and Maintenance Services: The Group provides scaffolding erection services; corrosion protection services; thermal insulation services; refractory services as well as mechanical engineering services in structural steel and piping fabrication and installation on a routine or turnaround basis.
- (b) Contact Centre Services: The Group also has a premium contact centre providing outsource services. Contact centre solutions include customer service support; technical helpdesk; virtual receptionist services; lead generation; live web chat as well as email management.

As at the Latest Practicable Date, the board of directors of the Company (the “**Board**”) comprises the following:

- (i) Mr. Cheng (*Executive Chairman and Chief Executive Officer*);
- (ii) Mr. Chua Keng Woon (*Lead Independent Director*);
- (iii) Ms. Cheng Wee Ling (*Executive Director*) (“**Ms. CWL**”);
- (iv) Mr. Lim Hui Kwan (*Independent Director*); and
- (v) Mr. Reuben Tan Wei Jer (*Independent Director*).

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$65,402,412.83 comprising 226,241,195 Shares (excluding 352,000 Treasury Shares).

6. INFORMATION ON THE OFFEROR

As stated in the Offeror’s Letter as set out in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document:

- (a) the Offeror is a private company limited by shares incorporated in Singapore on 1 July 2024; and
- (b) as at the date of the Offeror’s Letter:
 - (i) the principal activity of the Offeror is that of investment holding, and it has not carried on any business since its incorporation, except in relation to matters in connection with the Acquisition and the Scheme;
 - (ii) the Offeror has an issued and paid-up capital of S\$1.00 comprising one (1) ordinary share;
 - (iii) Mr. Cheng is the sole shareholder of the Offeror. Mr. Cheng is the founder of the Group and is currently the Executive Chairman and Chief Executive Officer of the Company;
 - (iv) the directors of the Offeror are Mr. Cheng and Ms. Cheng Li Chen (“**Ms. CLC**”);

LETTER TO ELIGIBLE SHAREHOLDERS

(v) Ms. CLC is currently a director of the subsidiaries of the Company within the Group; and

(vi) the Offeror does not hold any Shares in the Company.

7. RATIONALE FOR THE ACQUISITION AND FUTURE PLANS FOR THE COMPANY

7.1 **Rationale for the Acquisition.** The Offeror's rationale for the Acquisition is set out in paragraph 4 of the Offeror's Letter in **Appendix B (*Letter from the Offeror to the Eligible Shareholders*)** to this Scheme Document and are reproduced in italics below:

"4. RATIONALE FOR THE ACQUISITION

4.1 *A privatisation confers greater management flexibility to navigate a challenging operating environment*

For the financial year ended 30 June 2024, the Company reported a net loss of S\$0.1 million, compared to a net profit of S\$4.3 million for the financial year ended 30 June 2023. The Company expects continued challenges and uncertainties in the business environment it operates in. The Offeror believes that the Acquisition and subsequent privatisation of the Company will allow the Offeror to dedicate focus and resources required to optimise the Company's operations and strategy as a wholly owned private subsidiary. As a wholly owned subsidiary, the Company will also have necessary flexibility to optimise its resources to focus on the longer-term strategies of the business.

4.2 *Opportunity for the Eligible Shareholders of the Company to realise their investment*

Opportunity for the holders of the Eligible Shares to realise their investment in the Shares at a premium over historical trading prices of the Shares without incurring brokerage fees

The Acquisition represents an opportunity for the Eligible Shareholders to realise their entire investment in the Shares at a premium over the prevailing trading prices of the Shares without incurring brokerage and other trading costs, which may not otherwise be possible given the low trading liquidity of the Shares.

		Benchmark Price (S\$)⁽¹⁾	Premium of the Scheme Consideration over Benchmark Price (%)⁽²⁾
	Description		
(a)	<i>Last traded price of the Shares on the SGX-ST on 3 December 2024 (being the last full market day on which the Shares were traded, prior to the Joint Announcement Date) (the "Last Trading Day")</i>	0.410	34.1

LETTER TO ELIGIBLE SHAREHOLDERS

	Description	Benchmark Price (\$\$)⁽¹⁾	Premium of the Scheme Consideration over Benchmark Price (%)⁽²⁾
(b)	VWAP ⁽³⁾ of the Shares as transacted on the SGX-ST for the one (1)-month period up to and including the Last Trading Day	0.381	44.5
(c)	VWAP of the Shares as transacted on the SGX-ST for the three (3)-month period up to and including the Last Trading Day	0.365	50.7
(d)	VWAP of the Shares as transacted on the SGX-ST for the six (6)-month period up to and including the Last Trading Day	0.376	46.3
(e)	VWAP of the Shares as transacted on the SGX-ST for the 12-month period up to and including the Last Trading Day	0.366	50.1

Notes:

- (1) The benchmark prices are based on data extracted from S&P Capital IQ on the Last Trading Day rounded to the nearest three (3) decimal places.
- (2) The premiums over the benchmark price set out in this column are rounded to the nearest one (1) decimal place.
- (3) Being the volume-weighted average price of the Shares, which is calculated by using the total value over the total volume of Shares traded in the relevant period prior to and including the Last Trading Day.

Opportunity for Eligible Shareholders to fully exit their investment that is otherwise difficult due to the low liquidity of the Eligible Shares

The Offeror believes the Acquisition to be an opportunity for the Eligible Shareholders to achieve full liquidity on their investment in the Company. The Shares of the Company have had highly limited trading liquidity in the market, with average daily trading volumes of approximately 15,841, 7,994, 6,473 and 5,616 Shares over the last one (1)-month, three (3)-month, six (6)-month and 12-month periods respectively, up to and including on the Last Trading Day. These represent only 0.007%, 0.004%, 0.003% and 0.002% of the total number of Shares as at the Joint Announcement Date, respectively.

The Scheme therefore provides Eligible Shareholders who may find it difficult to exit the Company as a result of the low trading volume in Shares with an opportunity to liquidate and realise their investment in the Shares at a premium to the prevailing market prices which would otherwise not be available given the low trading liquidity.

LETTER TO ELIGIBLE SHAREHOLDERS

4.3 **Costs of maintaining listing status**

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements. In the event that the Company is delisted from the SGX-ST, the Company will be able to save on expenses and costs relating to the maintenance of its listed status and channel such resources to its business operations in the challenging operating environment.

Further, the Company has not carried out any corporate exercise to raise funds from the equity markets since 2014. The Company does not intend to carry out any such corporate exercise in the near future and therefore does not see a need to maintain its listing status to have such access."

- 7.2 **Offeror's intentions with respect to the Company and its employees.** The Offeror's intentions with respect to the Company and its employees are set out in paragraph 7 of the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document and are reproduced in italics below:

"7. FUTURE INTENTIONS FOR THE COMPANY

There is presently no intention by the Offeror to (a) introduce any major changes to the business of the Company, (b) dispose of, sell or re-deploy the fixed assets of the Company, or (c) discontinue the employment of the employees of the Company, save in the ordinary course of business.

The board of directors of the Offeror retains and reserves the right and flexibility at any time after the completion of the Scheme to consider or pursue any options in relation to the Company which may present themselves and which the board of directors of the Offeror (at such time) may regard to be in the interest of the Company, while also taking into account the interests of the various stakeholders of the Company."

8. FINANCIAL EVALUATION OF THE SCHEME CONSIDERATION

- 8.1 The Scheme Consideration for each Eligible Share is S\$0.55 in cash.
- 8.2 The figures set out in this paragraph are based on data extracted from S&P Capital IQ as at 3 December 2024, being the Last Trading Day.
- 8.3 As set out in paragraph 4.2 of the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document, the Scheme Consideration represents a premium over the relevant VWAP, closing prices and net asset value ("NAV") of the Company as follows:

	Description	Benchmark Price (S\$) ⁽¹⁾	Premium of the Scheme Consideration over Benchmark Price (%) ⁽²⁾
(a)	Last traded price of the Shares on the SGX-ST on 3 December 2024 (being the Last Trading Day)	0.410	34.1

LETTER TO ELIGIBLE SHAREHOLDERS

	Description	Benchmark Price (S\$) ⁽¹⁾	Premium of the Scheme Consideration over Benchmark Price (%) ⁽²⁾
(b)	VWAP ⁽³⁾ of the Shares as transacted on the SGX-ST for the one (1)-month period up to and including the Last Trading Day	0.381	44.5
(c)	VWAP of the Shares as transacted on the SGX-ST for the three (3)-month period up to and including the Last Trading Day	0.365	50.7
(d)	VWAP of the Shares as transacted on the SGX-ST for the six (6)-month period up to and including the Last Trading Day	0.376	46.3
(e)	VWAP of the Shares as transacted on the SGX-ST for the 12-month period up to and including the Last Trading Day	0.366	50.1

Notes:

- (1) The benchmark prices are based on data extracted from S&P Capital IQ on the Last Trading Day rounded to the nearest three (3) decimal places.
- (2) The premiums over the benchmark price set out in this column are rounded to the nearest one (1) decimal place.
- (3) Being the volume-weighted average price of the Shares, which is calculated by using the total value over the total volume of Shares traded in the relevant period prior to and including the Last Trading Day.

9. APPROVALS REQUIRED

9.1 **Scheme Meeting and Court approval.** The Scheme will require, among others, the following approvals:

- (a) the approval-in-principle from the SGX-ST of the Scheme Document and for the proposed delisting of the Company from the SGX-ST after the Scheme becomes effective in accordance with its terms;
- (b) the approval of the Scheme by a majority in number of Eligible Shareholders representing three-fourths in value of the Eligible Shares held by Eligible Shareholders present and voting either in person or by proxy at the meeting of the Eligible Shareholders to be convened at the direction of the Court for the purpose of considering and, if thought fit, approving the Scheme (and shall include any adjournment thereof) (the “**Scheme Meeting**”); and
- (c) the grant of the order of Court approving the Scheme under Section 210 of the Companies Act (the “**Court Order**”) by the Court and such Court Order having become final.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the Court Order approving the Scheme has been lodged with the Accounting and Corporate Regulatory Authority of Singapore (“**ACRA**”).

LETTER TO ELIGIBLE SHAREHOLDERS

9.2 **Rulings/Confirmations from the SIC.** Pursuant to an application made to the SIC to seek certain rulings in relation to the Acquisition and the Scheme, the SIC has, on 4 November 2024 confirmed, among others, that:

- (a) the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to:
 - (i) the Offeror and its concert parties, and the common substantial shareholders of the Offeror and the Company abstain from voting on the Scheme;
 - (ii) the directors of the Company who are also directors of the Offeror or who are acting in concert with those persons in sub-paragraph (i) above abstain from making a recommendation on the Scheme to the Eligible Shareholders;
 - (iii) the Scheme Document contains advice to the effect that by voting for the Scheme, the Eligible Shareholders are agreeing to the Offeror and its concert parties acquiring or consolidating effective control of the Company without having to make a general offer for the Company;
 - (iv) the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in the Offeror and the Company after the Scheme;
 - (v) the Company appointing an independent financial adviser to advise the Eligible Shareholders on the Scheme; and
 - (vi) the Scheme being completed within six (6) months (unless extended with SIC's consent) from the date of the Joint Announcement;
- (b) the Deeds of Undertaking and the exclusion of the Excluded Shares from the Acquisition by way of the Scheme do not constitute prohibited special deals within the meaning of Rule 10 of the Code; and
- (c) it has no objections to the Scheme Conditions, subject to the condition that parties will not be allowed to invoke the Scheme Conditions to terminate the Implementation Agreement unless they have consulted SIC on the same.

9.3 **Application to the SIC for extension of time.** As set out in paragraph 9.2 above, the SIC had exempted the Scheme from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code (the “**SIC Exemption**”). The SIC Exemption is subject to, among others, the condition that the Scheme is completed within six (6) months (unless extended with SIC's consent) from the date of the Joint Announcement (being 9 December 2024). Accordingly, the deadline for the completion of the Scheme was 9 June 2025.

LETTER TO ELIGIBLE SHAREHOLDERS

As further time was required to satisfy the Scheme Conditions as set out in **Appendix E (Scheme Conditions)** to this Scheme Document, the Company and the Offeror had on 6 May 2025 submitted an application to the SIC for an extension of time for the completion of the Scheme.

The SIC had on 4 June 2025 granted the extension for the Scheme to be completed by 9 October 2025.

10. DELISTING

10.1 Upon the Scheme becoming effective and binding in accordance with its terms and conditions, all the Eligible Shares will be transferred to the Offeror, and the Company will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

10.2 Assuming that the Scheme is effective, upon completion of the Scheme, Mr. Cheng and CCHPL will retain their current direct shareholdings in the Company and the Offeror will acquire the Eligible Shares. For illustrative purposes, it is expected that the resultant shareholding interest in the Company post-Acquisition will be as follows:

	Percentage of Shares directly interested	Percentage of Shares deemed interested	Total interest
Offeror	11.06%	—	11.06%
Mr. Cheng	51.02%	48.98% ⁽¹⁾	100%
CCHPL	37.92%	—	37.92%

Note:

(1) Mr. Cheng is deemed interested in the (a) Shares held by the Offeror as he is the sole shareholder of the Offeror; and (b) Shares held by CCHPL by virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL.

10.3 An application was made to seek approval-in-principle from the SGX-ST for the proposed delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding. The SGX-ST had, on 21 May 2025, advised that it has in principle no objection to the delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding in accordance with its terms, subject to the following conditions:

- (a) the Company's compliance with the SGX-ST's listing requirements;
- (b) approval of the Scheme by a majority in number of Eligible Shareholders present and voting, either in person or by proxy, at the Scheme Meeting, such majority holding not less than three-fourths in value of the Shares voted at the Scheme Meeting;
- (c) the IFA opining that the financial terms of the Scheme are both fair and reasonable; and
- (d) the approval of the Scheme by the Court.

LETTER TO ELIGIBLE SHAREHOLDERS

- 10.4 The decision of the SGX-ST is not an indication of the merits of the delisting of the Company from the Official List of the SGX-ST upon completion of the Scheme.
- 10.5 Eligible Shareholders should note that the Shares will be delisted from the Official List of the SGX-ST if the Scheme becomes effective and binding in accordance with its terms.

11. CONFIRMATION OF FINANCIAL RESOURCES

As set out in paragraph 12 of the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document, Icon Law LLC, being the legal adviser to the Offeror in connection with the Acquisition and the Scheme, confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Eligible Shares to be acquired by the Offeror pursuant to the Scheme.

12. INDEPENDENT FINANCIAL ADVISER

- 12.1 **Appointment of IFA.** Xandar Capital Pte. Ltd. has been appointed as the IFA pursuant to Rule 1309(2) of the Listing Rules, as well as to advise the Independent Directors under the Code as to whether the financial terms of the Scheme are fair and reasonable in respect of their recommendation to the Eligible Shareholders on the Scheme. Full details of the Scheme, including the IFA Letter, are set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document.
- 12.2 **Factors taken into consideration by the IFA.** In arriving at its recommendation, the IFA has taken into account certain considerations as set out in the IFA Letter (an extract of which is reproduced in italics below). Eligible Shareholders should read the following extract in conjunction with, and in the context of, the IFA Letter in its entirety as set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document. Unless otherwise defined or the context otherwise requires, all capitalised terms below shall have the same meanings ascribed to them in the IFA Letter.

"7.1 "FAIRNESS" OF THE SCHEME

We set out below a summary of the key factors we have taken into our consideration when assessing the "fairness" of the Scheme:

7.1.1 Factors for the Scheme

The following factors substantiate the "fairness" of the Scheme:

- (a) the Scheme Consideration is higher than the highest trading price of the Shares for all the periods prior to and including the Last Trading Day as set out in the table in paragraph 6.1.2 of this IFA Letter;*
- (b) the Scheme Consideration represents premia to the VWAPs of the Shares for the periods prior to and including the Last Trading Day up to the Latest Practicable Date as set out in paragraph 6.1.2 of this IFA Letter;*
- (c) the Scheme Consideration represents a premium of 0.92% to the VWAP of the Shares on 18 June 2025, being the last trading day where Shares were traded before the Latest Practicable Date;*

LETTER TO ELIGIBLE SHAREHOLDERS

- (d) *the P/E ratio, EV/EBITDA ratio and the P/NAV ratio of the Company implied by the Scheme Consideration are higher than the range of the corresponding ratios of the Project and Maintenance Services Comparable Companies as set out in paragraph 6.3.1 of this IFA Letter;*
- (e) *the P/NTA ratio of the Company as implied by the Scheme Consideration are within the range and above both the median and the mean P/NTA ratios of the Project and Maintenance Services Comparable Companies respectively as set out in paragraph 6.3.1 of this IFA Letter;*
- (f) *the premium of the Scheme Consideration over the VWAP of the Shares for the 1-month, 3-month and 6-month periods prior to the Joint Announcement Date are within the range and higher than the corresponding mean and median premium of Recent Privatisation Transactions; and*
- (g) *the Scheme Consideration is higher than the estimated value of the Shares as set out in paragraph 6.7 of this IFA Letter.*

7.1.2 Factors against the Scheme

The following factors undermine the “fairness” of the Scheme:

- (a) *the premium of the Scheme Consideration over the last transacted price of the Shares prior to the Joint Announcement Date is within the range, same as the mean but below the median of the corresponding ratio of Recent Privatisation Transactions; and*
- (b) *the P/RNAV ratio of the Company implied by the Scheme Consideration, is within the range but below the mean P/NAV or P/RNAV ratios of the Recent Privatisation Transactions.*

7.2 “REASONABLENESS” OF THE SCHEME

We set out below a summary of the key factors we have taken into our consideration when assessing the “reasonableness” of the Scheme:

7.2.1 Factors for the Scheme

The following factors substantiate the “reasonableness” of the Scheme:

- (a) *while the highest closing price of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date did not exceed the Scheme Consideration, the VWAP of the Shares and the average daily trading volume of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date are significantly higher than the VWAPs of the Shares and the average daily trading volume of the Shares for the periods prior to the Joint Announcement Date as set out in paragraph 6.1.2 of this IFA Letter. This implies that the market prices of the Shares have been supported by the Scheme. Shareholders should note that there is no assurance that the market prices and trading volumes of the Shares will maintain at the level for the period after the Joint Announcement Date up to the Latest Practicable Date, if does not become effective;*

LETTER TO ELIGIBLE SHAREHOLDERS

- (b) *the Group had reported decreasing revenues on a year-on-year basis during the Period under Review as set out in paragraph 6.5 of this IFA Letter; and*
- (c) *the other considerations set out in paragraph 6.8 of this IFA Letter.*

7.2.2 Factors against the Scheme

The following factor undermines the “reasonableness” of the Scheme:

- (a) *while the Company does not have a fixed dividend policy, it had declared and paid dividends between FY2021 and FY2023 with annualised dividend yields of between 4.7% and 14.3%.”*

12.3 **Advice of the IFA.** After having regard to the considerations set out in the IFA Letter, and based on the information available to the IFA as at the Latest Practicable Date, the IFA has made certain recommendations to the Independent Directors as set out in the IFA Letter, an extract of which is reproduced in italics below. Eligible Shareholders should read the following extract in conjunction with, and in the context of, the IFA Letter in its entirety as set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document. Unless otherwise defined or the context otherwise requires, all capitalised terms below shall have the same meanings ascribed to them in the IFA Letter.

“7.3 OUR OPINION

Accordingly, after taking into account the above factors, we are of the opinion as of the date hereof that on balance, the terms of the Scheme are fair and reasonable. Accordingly, we advise the Independent Directors to recommend Shareholders to vote in favour of the Scheme.”

13. VALUATION OF THE SUBJECT PROPERTIES

13.1 General

The Company has commissioned the Valuer, United Valuers Pte. Ltd., to conduct an independent valuation of the following properties to assess and determine the market value of the Subject Properties for the purpose of the Acquisition, to be effected by the Company by way of the Scheme:

- (a) 9 Tuas Avenue 1, Singapore 639494 (the “**Tuas Avenue Property**”);
 - (b) 12 Tuas Drive 1, Singapore 638679 (the “**Tuas Drive Property**”); and
 - (c) 47 Tuas View Circuit, Singapore 637357 (the “**Tuas View Property**”)
- (each, a “**Subject Property**” and collectively, the “**Subject Properties**”).

LETTER TO ELIGIBLE SHAREHOLDERS

The details of the valuation are as follows:

No.	Subject Property	Date of Valuation	Market Value
1.	Tuas Avenue Property	31 May 2025	S\$9,000,000
2.	Tuas Drive Property	31 May 2025	S\$8,500,000
3.	Tuas View Property	31 May 2025	S\$17,000,000

Please refer to **Appendix J (Valuation Summary)** to this Scheme Document for the Valuation Summary issued by the Valuer in respect of the Subject Properties for the purposes of inclusion in this Scheme Document.

13.2 Potential tax liability

Under Rule 26.3 of the Code, the Company is required, among others, to make an assessment of any potential tax liability which would arise if the Subject Properties, which are the subject of the valuation given in connection with an offer, were to be sold at the amount of the valuation. Based on the Valuation Summary, in the hypothetical scenario where the Subject Properties are sold at the respective market values, the Company is of the view that:

- (a) in relation to the Tuas View Property, which is a qualifying fixed asset, the estimated potential tax liabilities that may be incurred on such hypothetical disposal on an “as-is” basis is approximately S\$1 million; and
- (b) in relation to the Tuas Avenue Property and the Tuas Drive Property, no tax liabilities should arise from the hypothetical disposals of such properties as they are not qualifying fixed assets subject to tax liabilities.

The Company is currently exploring the possible sale of its Tuas View Property and reserves the right and discretion to assess its options if such opportunity arises. Accordingly, the Company expects the aforesaid tax liabilities to crystallise if and when it disposes of its interests in the Tuas View Property.

14. INDEPENDENT DIRECTORS' RECOMMENDATION

14.1 Independence

The SIC has confirmed that the following directors of the Company are exempted from the requirement to make a recommendation on the Scheme to the Eligible Shareholders:

- (a) Mr. Cheng, the Executive Chairman and Chief Executive Officer of the Company; and
- (b) Ms. CWL, the Executive Director of the Company.

Mr. Cheng is a director and sole shareholder of the Offeror, a shareholder of CCHPL and a concert party of the Offeror in connection with the Scheme. Ms. CWL is the daughter of Mr. Cheng, a shareholder of CCHPL and a concert party of the Offeror in connection with the Scheme. Accordingly, as Mr. Cheng and Ms. CWL will be participating in the Scheme in the above manner, they will face irreconcilable conflicts of interest in relation to the Scheme that would render it inappropriate for them to join the remainder of the Board in making a recommendation to the Eligible Shareholders in connection with the Scheme.

LETTER TO ELIGIBLE SHAREHOLDERS

Pursuant to the SIC's confirmation, Mr. Cheng and Ms. CWL will be abstaining from making a recommendation on the Scheme to the Eligible Shareholders. Save for Mr. Cheng and Ms. CWL, all the other directors of the Company consider themselves to be independent for the purpose of making a recommendation to the Eligible Shareholders in respect of the Scheme.

Nonetheless, each of Mr. Cheng and Ms. CWL must still assume responsibility for the accuracy of the facts stated or opinions expressed in documents and advertisements issued by, or on behalf of, the Company to the Eligible Shareholders in connection with the Scheme.

14.2 Recommendation

The Independent Directors, having carefully considered, among others, the terms of the Scheme, the advice given by the IFA in the IFA Letter, the general outlook of the Company, the fact that the Offeror has statutory control over the Company, concur with the recommendation of the IFA in respect of the Scheme. Accordingly, the Independent Directors unanimously recommend that Eligible Shareholders **VOTE IN FAVOUR** of the Scheme at the Scheme Meeting.

Eligible Shareholders should also be aware and note that there is no assurance that the trading volumes and market prices of the Eligible Shares will be maintained at the current levels prevailing as at the Latest Practicable Date if the Scheme does not become effective and binding for whatever reason. In the event the Scheme becomes effective, it will be binding on all Eligible Shareholders whether or not they were present in person or by proxy or voted to approve the Scheme at the Scheme Meeting. Eligible Shareholders should also be aware and note that there is currently no certainty that the Scheme will become effective and binding. Eligible Shareholders should read and consider carefully this Scheme Document in its entirety, and in particular, the advice of the IFA as set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document, before deciding whether or not to vote in favour of the Scheme.

14.3 No regard to specific objectives

The Independent Directors advise Eligible Shareholders, in deciding whether or not to vote in favour of the Scheme, to carefully consider the advice of the IFA and, in particular, the various considerations highlighted by the IFA in the IFA Letter.

In giving the above recommendation, the Independent Directors have not had regard to the specific objectives, financial situation, tax position, tax status, risk profiles or particular needs and constraints and circumstances of any individual Eligible Shareholder. As each Eligible Shareholder would have different investment objectives and profiles, the Independent Directors recommend that any individual Eligible Shareholder who may require advice in the context of his/her/its specific investment objectives or portfolio should consult his/her/its stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers immediately.

LETTER TO ELIGIBLE SHAREHOLDERS

15. DIRECTORS' INTENTIONS WITH RESPECT TO THEIR COMPANY SECURITIES

- 15.1 Mr. Chua Keng Woon, being a director of the Company who holds 1,035,650 Shares, representing approximately 0.46% of all the Shares as at the Latest Practicable Date, as set out in paragraph 5.3 of **Appendix C (General Information relating to the Company)** to this Scheme Document, has informed the Company that he intends to vote in favour of the Scheme at the Scheme Meeting.
- 15.2 In accordance with the terms of the rulings and/or confirmations by the SIC to the Offeror on 4 November 2024 and in compliance with the condition imposed by the SIC in its ruling as set out in paragraph 9.2 above, the Offeror and its concert parties will be required to abstain from voting on the Scheme. As disclosed in the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document, as at the Latest Practicable Date, the Offeror and its concert parties own, control or have agreed to acquire an aggregate of 201,225,610 Shares, representing approximately 88.94% of the total number of Shares. As set out above, the Offeror and its concert parties will abstain from voting his/its Shares at the Scheme Meeting.

16. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the Scheme Meeting are requested to complete the Proxy Form in accordance with the instructions printed thereon and deposit them at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357, or by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time fixed for the Scheme Meeting.

The completion and lodgment of the Proxy Form will not prevent Shareholders from attending and voting in person at the Scheme Meeting if they subsequently wish to do so. In such event, the relevant Proxy Form will be deemed to be revoked.

17. INFORMATION RELATING TO CPFIS AND SRS INVESTORS

CPFIS Investors and SRS Investors should consult their respective CPF Agent Banks and SRS agent banks for further information on the Scheme. If they are in any doubt as to the action they should take, CPFIS Investors and SRS Investors should seek independent professional advice.

18. DIRECTORS' RESPONSIBILITY STATEMENT

The directors of the Company (including those who may have delegated detailed supervision of this Scheme Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Scheme Document (excluding Appendices A, B, and J and any information relating to the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer or any opinion expressed by the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer) are fair and accurate and that no material facts have been omitted from this Scheme Document, the omission of which would make any statement in this Scheme Document misleading.

LETTER TO ELIGIBLE SHAREHOLDERS

The directors of the Company confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Scheme Document constitutes full and true disclosure of all material facts about the Acquisition, the Scheme and the Group, and the directors of the Company are not aware of any facts the omission of which would make any statement in this Scheme Document misleading.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, information in relation to the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer), the sole responsibility of the directors of the Company has been to ensure, through reasonable enquiries, that such information is accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Scheme Document in its proper form and context. In respect of the IFA Letter and the Valuation Summary, the sole responsibility of the directors of the Company has been to ensure that the facts stated with respect to the Group are fair and accurate.

The directors of the Company do not accept any responsibility for any information relating to the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer or any opinion expressed by the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer.

19. GENERAL INFORMATION

Your attention is drawn to the further relevant information in the Explanatory Statement and the appendices to this Scheme Document.

Yours faithfully
For and on behalf of
the Board of Directors of
Hai Leck Holdings Limited

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

PROPOSED ACQUISITION BY CHENG INVESTMENT MANAGEMENT PTE. LTD. OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (OTHER THAN THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT

1. INTRODUCTION

- 1.1 Acquisition.** On 9 December 2024, the respective boards of directors of the Company and the Offeror jointly announced the Acquisition, to be effected by the Company by way of a Scheme in accordance with Section 210 of the Companies Act and the Code.
- 1.2 Purpose.** The purpose of this Scheme Document is to set out information pertaining to the Scheme, to seek your approval of the Scheme and to give you notice of the Scheme Meeting.
- 1.3 Explanatory Statement.** This Explanatory Statement should be read in conjunction with the full text of this Scheme Document, including the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document. All capitalised terms in this Explanatory Statement and the Scheme which are not defined herein shall bear the same meanings ascribed to them on pages 3 to 11 of this Scheme Document.

2. GENERAL

2.1 What is a scheme of arrangement?

Under Singapore law, a scheme of arrangement of the kind proposed here is a compromise or arrangement provided for under Section 210 of the Companies Act to take effect between a company and its members or creditors. The arrangement becomes legally binding on **all of the members** or creditors to whom it is intended to apply if a majority in number and representing three-fourths in value of the members or creditors, voting in person or by proxy, vote in favour of it at the meeting convened with the permission of the Court and if the Court subsequently approves it.

2.2 What are Eligible Shareholders required to do?

If you are an Eligible Shareholder, you are entitled to vote at the Scheme Meeting for the purpose of approving the Scheme. The Scheme Meeting will be held on **21 July 2025 at 10.00 a.m.**, notice of which is set out in **Appendix M (Notice of Scheme Meeting)** to this Scheme Document. You may attend the Scheme Meeting in person or you may vote by proxy in accordance with paragraph 15 of this Explanatory Statement.

3. RATIONALE FOR THE ACQUISITION

The Offeror's rationale for the Acquisition is set out in paragraph 4 of the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

4. THE SCHEME

4.1 The Acquisition. Under the Scheme:

4.1.1 all the Eligible Shares held by Eligible Shareholders, being persons who are registered as holders of the Eligible Shares in the Register of Members and depositors who have Eligible Shares entered against their names in the Depository Register as at a date and time to be announced by the Company on which the transfer books and the Register of Members will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme (the “**Record Date**”) will be transferred to the Offeror:

- (a) fully paid;
- (b) free from any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third-party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever (“**Encumbrances**”); and
- (c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares (collectively, the “**Distributions**”) on or after the Joint Announcement Date.

If any Distributions are announced, declared, paid or made by the Company to the Eligible Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration payable to the Eligible Shareholders by the amount of such Distribution.

4.1.2 in consideration of the transfer of the Eligible Shares referred to in paragraph 4.1.1 above, each Eligible Shareholder as at the Record Date will be entitled to receive the Scheme Consideration of S\$0.55 in cash for each Eligible Share.

4.2 No cash outlay

Shareholders should note that no cash outlay (including stamp duties or brokerage expenses) will be required from the Eligible Shareholders under the Scheme.

5. SCHEME MEETING

5.1 Scheme Meeting

The Scheme, which is proposed pursuant to Section 210 of the Companies Act, is required to be approved by Eligible Shareholders at the Scheme Meeting. By an order of the Court, the Scheme Meeting was directed to be convened for the purpose of considering, and if thought fit, approving the Scheme.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

By proposing that the Acquisition be implemented by way of a scheme of arrangement under Section 210 of the Companies Act, the Company is providing Eligible Shareholders with the opportunity to decide at the Scheme Meeting whether they consider the Scheme to be in their best interests.

The Scheme must be approved at the Scheme Meeting by a majority in number of Eligible Shareholders, present and voting, either in person or by proxy at the Scheme Meeting, such majority representing not less than three-fourths in value of the Shares voted at the Scheme Meeting.

If and when the Scheme becomes effective, it will be binding on all Shareholders, whether or not they were present in person or by proxy or voted to approve the Scheme at the Scheme Meeting. Shareholders should also be aware that there is currently no certainty that the Scheme will become effective and binding.

5.2 Convening of Scheme Meeting

Pursuant to an application by the Company to the Court, the Court has ordered, amongst other things, that:

- (a) pursuant to Section 210(1) of the Companies Act, leave is granted to the Company to convene the Scheme Meeting, within three (3) months from 24 June 2025, for the purpose of considering, and if thought fit, approving with or without modification (which modification can be made at any time prior to and/or at the Scheme Meeting) the Scheme;
- (b) the Scheme Meeting shall be convened in the manner set out in **Appendix K (Manner of Convening Scheme Meeting)** to this Scheme Document.

The Scheme Meeting will be held on 21 July 2025 at 10.00 a.m. and convened in the manner set out in **Appendix K (Manner of Convening Scheme Meeting)** to this Scheme Document for the purpose of considering, and if thought fit, approving (with or without modification) the Scheme Resolution.

5.3 Voting at the Scheme Meeting

As set out in **Appendix K (Manner of Convening Scheme Meeting)** to this Scheme Document:

- (a) For the purposes of satisfying the condition under Section 210 (3AB)(b) of the Companies Act:
 - (i) an Eligible Shareholder (other than an Eligible Shareholder who is a relevant intermediary) may only cast all the votes it uses at the Scheme Meeting in one (1) way and may only:
 - (A) cast all its votes “for” the Scheme;
 - (B) cast all its votes “against” the Scheme; or
 - (C) abstain from voting;

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

- (ii) an Eligible Shareholder who is a relevant intermediary need not cast all the votes it uses in the same way provided that each vote is exercised in relation to a different Company Share. A relevant intermediary may:
 - (A) vote “for” the Scheme;
 - (B) vote “against” the Scheme; or
 - (C) abstain from voting.
- (b) For purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:
 - (i) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
 - (ii) the Company shall treat a relevant intermediary that casts votes both for and against the Scheme as follows:
 - (A) the Company shall treat the relevant intermediary as casting one (1) vote in favour of the Scheme if the relevant intermediary casts more votes for the Scheme than against the Scheme;
 - (B) the Company shall treat the relevant intermediary as casting one (1) vote against the Scheme if the relevant intermediary casts more votes against the Scheme than for the Scheme; and
 - (C) the Company shall treat the relevant intermediary as casting one (1) vote for and one (1) vote against the Scheme if the relevant intermediary casts equal votes for and against the Scheme.

For example, to illustrate – a Shareholder who is a relevant intermediary holds 100 Shares on behalf of 10 beneficial owners who each beneficially own 10 Shares.

Two (2) of these beneficial owners ask to attend the Scheme Meeting in person, one to vote “for” the Scheme and the other to vote “against” the Scheme. The relevant intermediary submits one (1) proxy form on behalf of each of these two (2) beneficial owners appointing each of them as proxies. Pursuant to paragraph 5.3(b)(i) above, the Company shall treat the proxy who casts a vote “for” the Scheme as casting one (1) vote “for” for purposes of the condition under Section 210(3AB)(a) of the Companies Act (representing 10 Shares “for” the Scheme for purposes of the condition under Section 210(3AB)(b) of the Companies Act) and the proxy who casts a vote “against” the Scheme as casting one (1) vote “against” for purposes of the condition under Section 210(3AB)(a) of the Companies Act (representing 10 Shares “against” the Scheme for purposes of the condition under Section 210(3AB)(b) of the Companies Act).

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

The remaining eight (8) beneficial owners do not ask to attend the Scheme Meeting in person but:

- Scenario 1: Seven (7) of these beneficial owners give instructions to the relevant intermediary to vote “for” the Scheme while the remaining one (1) gives instructions to the relevant intermediary to vote “against” the Scheme. The relevant intermediary submits one (1) proxy form on behalf of these eight (8) beneficial owners collectively indicating 70 shares “for” the Scheme and 10 shares “against” the Scheme in the proxy form. Pursuant to paragraph 5.3(b)(ii)(A) above, the Company shall treat the relevant intermediary as casting one (1) vote for the Scheme (representing 70 Shares “for” the Scheme and 10 Shares “against” the Scheme for purposes of the condition under Section 210(3AB)(b) of the Companies Act).*
- Scenario 2: One (1) of these beneficial owners gives instructions to the relevant intermediary to vote “for” the Scheme while the remaining seven (7) give instructions to the relevant intermediary to vote “against” the Scheme. The relevant intermediary submits one (1) proxy form on behalf of these eight (8) beneficial owners collectively indicating 10 shares “for” the Scheme and 70 shares “against” the Scheme in the proxy form. Pursuant to paragraph 5.3(b)(ii)(B) above, the Company shall treat the relevant intermediary as casting one (1) vote against the Scheme (representing 10 Shares “for” the Scheme and 70 Shares “against” the Scheme for purposes of the condition under Section 210(3AB)(b) of the Companies Act).*
- Scenario 3: Four (4) of these beneficial owners give instructions to the relevant intermediary to vote “for” the Scheme while the remaining four (4) give instructions to the relevant intermediary to vote “against” the Scheme. The relevant intermediary submits one (1) proxy form on behalf of these eight (8) beneficial owners collectively indicating 40 shares “for” the Scheme and 40 shares “against” the Scheme in the proxy form. Pursuant to paragraph 5.3(b)(ii)(C) above, the Company shall treat the relevant intermediary as casting one (1) vote for and one (1) vote against the Scheme (representing 40 Shares “for” the Scheme and 40 Shares “against” the Scheme for purposes of the condition under Section 210(3AB)(b) of the Companies Act).*

5.4 Abstention from voting

In accordance with the SIC’s confirmations set out in paragraph 10.2 of this Explanatory Statement, the following persons will abstain from voting on the Scheme:

- (a) the common substantial shareholders of the Offeror and its concert parties on the one hand, and the Company on the other hand; and
- (b) the Offeror and its concert parties.

5.5 Notice of Scheme Meeting

The notice of the Scheme Meeting is set out in **Appendix M (Notice of Scheme Meeting)** to this Scheme Document. Eligible Shareholders are requested to take note of the date and time of the Scheme Meeting.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

6. INTERESTS OF DIRECTORS IN COMPANY SECURITIES

As at the Latest Practicable Date, save as disclosed below and in **Appendix C (General Information relating to the Company)** to this Scheme Document, none of the directors of the Company has any direct or indirect interests in the Company Securities.

Directors	Direct		Deemed		Total	
	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾
Mr. Cheng	115,425,610	51.02	85,800,000 ⁽²⁾	37.92 ⁽²⁾	201,225,610	88.94
Mr. Chua Keng Woon	1,035,650	0.46	–	–	1,035,650	0.46
Ms. CWL	–	–	–	–	–	–
Mr. Lim Hui Kwan	–	–	–	–	–	–
Mr. Reuben Tan Wei Jer	–	–	–	–	–	–

Notes:

- (1) The percentage shareholding interest referred to in this table is rounded to two (2) decimal places and is based on 226,241,195 Shares (which is the total issued and paid-up share capital of the Company, excluding 352,000 Treasury Shares). Any discrepancies in the figures included in this table between the amounts shown and the totals thereof are due to rounding. Accordingly, figures shown as totals in this table may not be an arithmetic aggregation of the figures that precede them.
- (2) By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.

7. PRINCIPAL TERMS OF THE IMPLEMENTATION AGREEMENT

7.1 Scheme Conditions. The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions, which are set out in **Appendix E (Scheme Conditions)** to this Scheme Document.

7.2 Termination of the Implementation Agreement⁵

7.2.1 Failure of the Scheme Conditions. If (a) any of the Scheme Conditions is not satisfied; or (b) there is an act, omission, event or occurrence that will or, as far as the Offeror or the Company (as the case may be) is aware, is likely to prevent any of the Scheme Conditions from being satisfied, the Offeror or the Company (as the case may be), shall immediately notify the other Party in writing (and in any event prior to the lodgment of the Court Order with the ACRA), and take all such steps as the other Party may require to enable such Scheme Conditions to be satisfied or, if the other Party shall waive such Scheme Conditions, to comply with any such conditions as the other Party may have imposed in giving such waiver.

⁵ All capitalised terms used and not defined in this paragraph 7.2 shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

7.2.2 Termination. If:

- (a) any of the Scheme Conditions set out in paragraph (1) (in relation to the approval of the Scheme by the Eligible Shareholders), paragraph (2) (in relation to the grant of the Court Order), paragraph (3) (in relation to the lodgment of the Court Order), paragraph (4) (except paragraph (4)(c)) (in relation to Regulatory Approvals) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, or if the Scheme has not become effective on or before 5.00 p.m. on the Cut-Off Date, either Party may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the other Party;
- (b) the Scheme Condition set out in paragraph (4)(c) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company; and
- (c) subject to the terms of the Implementation Agreement:
 - (i) if the Scheme Condition set out in paragraph (5) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied, or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, either Party may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the other Party;
 - (ii) if any of the Scheme Conditions set out in paragraph (6) (in relation to any Prescribed Occurrence relating to the Company as set out in Part II of **Appendix F (Prescribed Occurrences)** to this Scheme Document), paragraph (7) (in relation to any material breach of Warranties by the Company or any Subsidiary) and paragraph (8) (in relation to any material adverse events of the Company) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company; or
 - (iii) if any of the Scheme Conditions set out in paragraph (6) (in relation to any Prescribed Occurrence relating to the Offeror as set out in Part I of **Appendix F (Prescribed Occurrences)** to this Scheme Document) and paragraph (7) (in relation to any material breach of Warranties by the Offeror) of **Appendix E (Scheme Conditions)** to this Scheme Document is not satisfied or, if applicable, waived, on or before 5.00 p.m. on the Cut-Off Date, the Company may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Offeror.

7.2.3 Effect of termination. In the event of termination of the Implementation Agreement by either the Offeror or the Company pursuant to the terms of the Implementation Agreement:

- (a) the Implementation Agreement shall cease to have any further force or effect (save for the Surviving Provisions); and

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

- (b) neither Party shall have any further liability or obligation to the other Party; but
- (c) such termination shall not prejudice the rights of either Party which have accrued or arisen prior to such termination, including, without limitation, any claim in respect of a breach of the Implementation Agreement.

7.3 Obligations of the Company. Appendix G (*Specific Obligations of the Company*) to this Scheme Document sets out the obligations of the Company in relation to the Scheme pursuant to the terms of the Implementation Agreement.

8. DEEDS OF UNDERTAKING

8.1 Deeds of Undertaking. Each of the Excluded Shareholders, being Mr. Cheng and CCHPL, has given an undertaking to the Company and the Offeror (collectively, the “**Deeds of Undertaking**”) pursuant to which each Excluded Shareholder has, among others, agreed and confirmed:

- (a) his/its acceptance of the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement (specifically that the Acquisition by way of the Scheme shall not be extended to the Excluded Shares); and
- (b) that he/it will not dissent from the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement, in any application for the grant of orders of the Court in relation to the Scheme and/or at any hearings of the Court in respect of the application to approve the Scheme.

As at the Latest Practicable Date, the Excluded Shareholders have each given the relevant Deeds of Undertaking to the Company and the Offeror in respect of their collective direct interests of 201,225,610 Shares, representing approximately 88.94% of all the Shares.

8.2 Termination of the Deeds of Undertaking. Each of the Excluded Shareholders’ obligations under the Deeds of Undertaking shall terminate and cease to have any effect if the Acquisition by way of the Scheme is terminated for any reason under the Implementation Agreement other than a breach of the obligations under the Deeds of Undertaking, provided that such termination and cessation shall be subject to the prior written confirmation of the Company and the Offeror.

8.3 Information on Mr. Cheng. Mr. Cheng is the founder, Executive Chairman and Chief Executive Officer of the Company. He is a director and the sole shareholder of the Offeror and a shareholder of CCHPL (a “**CCHPL Shareholder**”). As at the Latest Practicable Date, Mr. Cheng has a direct interest in 115,425,610 Shares and is deemed interested (through CCHPL)⁶ in 85,800,000 Shares, representing approximately 51.02% and 37.92% of all the Shares (excluding any Treasury Shares), respectively.

⁶ By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

- 8.4 Information on CCHPL.** CCHPL is a private company limited by shares incorporated in Singapore on 18 October 2007 and its principal activity is that of investment holding. CCHPL has a direct interest in 85,800,000 Shares, representing approximately 37.92% of all the Shares (excluding any Treasury Shares) as at the Latest Practicable Date.

CCHPL is held by Mr. Cheng (31.68%), Mdm. Goo, the wife of Mr. Cheng (9.90%), and their children, Ms. Cheng Li Peng (6.93%), Ms. CLC (14.85%), Ms. Cheng Li Hui (6.93%), Ms. CWL (14.85%) and Mr. Cheng Yao Tong (14.85%). Each of Mr. Cheng, Ms. Cheng Li Peng, Ms. CLC, Ms. Cheng Li Hui, Ms. CWL and Mr. Cheng Yao Tong is a director of CCHPL.

- 8.5 No other undertakings.** Save for the Deeds of Undertaking, as at the Latest Practicable Date, none of (a) the Offeror and its directors; (b) the Company and its directors; and (c) CCHPL and its directors have received undertakings from any party to vote in favour of the Scheme.

- 8.6 Confirmation from the SIC.** Pursuant to an application made by the Company and the Offeror to the SIC to seek certain rulings in relation to the Acquisition and the Scheme, the SIC has confirmed that the Deeds of Undertaking in relation to each of the Excluded Shareholders do not constitute special deals under Rule 10 of the Code.

9. INFORMATION ON THE OFFEROR

Information on the Offeror, as well as the Offeror's rationale for the Acquisition and future intentions for the Company, are set out in the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document.

10. APPROVALS REQUIRED

- 10.1 Scheme Meeting and Court approval.** The Scheme will require, among others, the following approvals:

- (a) the approval-in-principle from the SGX-ST of the Scheme Document and for the proposed delisting of the Company from the SGX-ST after the Scheme becomes effective in accordance with its terms;
- (b) the approval of the Scheme by a majority in number of Eligible Shareholders representing three-fourths in value of the Eligible Shares held by Eligible Shareholders present and voting either in person or by proxy at the meeting of the Eligible Shareholders to be convened at the direction of the Court for the purpose of considering and, if thought fit, approving the Scheme (and shall include any adjournment thereof) (the "**Scheme Meeting**"); and
- (c) the grant of the order of Court approving the Scheme under Section 210 of the Companies Act (the "**Court Order**") by the Court and such Court Order having become final.

In addition, the Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the Court Order approving the Scheme has been lodged with the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**"). The date on which the Scheme becomes effective in accordance with its terms shall be the Effective Date of the Scheme.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

10.2 Rulings/Confirmations from the SIC. Pursuant to an application made to the SIC to seek certain rulings in relation to the Acquisition and the Scheme, the SIC has, on 4 November 2024 confirmed, among others, that:

- (a) the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to the following conditions:
 - (i) the Offeror and its concert parties, and the common substantial shareholders of the Offeror and the Company abstain from voting on the Scheme;
 - (ii) the directors of the Company who are also directors of the Offeror or who are acting in concert with those persons in sub-paragraph (i) above abstain from making a recommendation on the Scheme to the Eligible Shareholders;
 - (iii) the Scheme Document contains advice to the effect that by voting for the Scheme, the Eligible Shareholders are agreeing to the Offeror and its concert parties acquiring or consolidating effective control of the Company without having to make a general offer for the Company;
 - (iv) the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in the Offeror and the Company after the Scheme;
 - (v) the Company appointing an independent financial adviser to advise the Eligible Shareholders on the Scheme; and
 - (vi) the Scheme being completed within six (6) months (unless extended with SIC's consent) from the date of the Joint Announcement;
- (b) the Deeds of Undertaking and the exclusion of the Excluded Shares from the Acquisition by way of the Scheme do not constitute prohibited special deals within the meaning of Rule 10 of the Code; and
- (c) it has no objections to the Scheme Conditions, subject to the condition that parties will not be allowed to invoke the Scheme Conditions to terminate the Implementation Agreement unless they have consulted SIC on the same.

10.3 Application to the SIC for extension of time. As set out in paragraph 10.2 above, the SIC had exempted the Scheme from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code (the “**SIC Exemption**”). The SIC Exemption is subject to, among others, the condition that the Scheme is completed within six (6) months (unless extended with SIC's consent) from the date of the Joint Announcement (being 9 December 2024). Accordingly, the deadline for the completion of the Scheme was 9 June 2025.

As further time was required to satisfy the Scheme Conditions as set out in **Appendix E (Scheme Conditions)** to this Scheme Document, the Company and the Offeror had on 6 May 2025 submitted an application to the SIC for an extension of time for the completion of the Scheme.

The SIC had on 4 June 2025 granted the extension for the Scheme to be completed by 9 October 2025.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

11. EFFECT OF THE SCHEME

11.1 Delisting. Upon the Scheme becoming effective and binding in accordance with its terms and conditions, all the Eligible Shares will be transferred to the Offeror and the Company will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

11.2 An application was made to seek approval-in-principle from the SGX-ST for the proposed delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding. The SGX-ST had, on 21 May 2025, advised that it has in principle no objection to the delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding in accordance with its terms, subject to the following conditions:

- (a) the Company's compliance with the SGX-ST's listing requirements;
- (b) approval of the Scheme by a majority in number of Eligible Shareholders present and voting, either in person or by proxy, at the Scheme Meeting, such majority holding not less than three-fourths in value of the Shares voted at the Scheme Meeting;
- (c) the IFA opining that the financial terms of the Scheme are both fair and reasonable; and
- (d) the approval of the Scheme by the Court.

11.3 The decision of the SGX-ST is not an indication of the merits of the delisting of the Company from the Official List of the SGX-ST upon completion of the Scheme.

11.4 ELIGIBLE SHAREHOLDERS SHOULD NOTE THAT, BY VOTING IN FAVOUR OF THE SCHEME, THE SHARES WILL BE DELISTED FROM THE OFFICIAL LIST OF THE SGX-ST IF THE SCHEME BECOMES EFFECTIVE AND BINDING IN ACCORDANCE WITH ITS TERMS.

12. IMPLEMENTATION OF THE SCHEME

12.1 Application to Court for approval. Upon the Scheme being approved by a majority in number representing three-fourths in value of the shareholders of the Company present and voting at the Scheme Meeting pursuant to the requirements of Section 210(3AB) of the Companies Act, an application will be made to the Court by the Company for the approval of the Scheme.

12.2 Procedure for implementation. If the Court approves the Scheme, the Company and the Offeror will (subject to the satisfaction (or, where applicable, waiver) of all the Scheme Conditions) take the necessary steps to render the Scheme effective and binding, and the following will be implemented:

- 12.2.1** the Eligible Shares held by the Entitled Eligible Shareholders will be transferred to the Offeror for the Scheme Consideration to be paid by the Offeror to the Entitled Eligible Shareholders for each Eligible Share transferred as follows:
 - (a) in the case of the Entitled Eligible Shareholders (not being Depositors), the Company shall authorise any person to execute or effect on behalf of all such Entitled Eligible Shareholders an instrument or instruction of transfer of all

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

the Eligible Shares held by such Entitled Eligible Shareholders and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled Eligible Shareholder; and

- (b) in the case of the Entitled Eligible Shareholders (being Depositors), the Company shall instruct CDP, for and on behalf of such Entitled Eligible Shareholders, to debit, not later than seven (7) Business Days after the Effective Date, all the Eligible Shares standing to the credit of the Securities Account of such Entitled Eligible Shareholders and credit all of such Eligible Shares to the Securities Account of the Offeror or such Securities Account(s) as directed by the Offeror;

12.2.2 from the Effective Date, all existing share certificates relating to the Eligible Shares held by the Entitled Eligible Shareholders (not being Depositors) will cease to be evidence of title of the Eligible Shares represented thereby;

12.2.3 the Entitled Eligible Shareholders (not being Depositors) are required to forward their existing share certificates relating to their Eligible Shares to the Share Registrar, In.Corp Corporate Services Pte. Ltd., at 36 Robinson Road, #20-01, City House, Singapore 068877 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation; and

12.2.4 the Offeror shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the Eligible Shares set out in paragraph 12.2.1 above, make payment of the aggregate Scheme Consideration payable on the transfer of the Eligible Shares pursuant to the Scheme to:

- (a) each Entitled Eligible Shareholder (not being a Depositor) by sending a cheque for the aggregate Scheme Consideration payable to and made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such Entitled Eligible Shareholder, or in the case of joint Entitled Eligible Shareholders (not being Depositors), to the first named Entitled Eligible Shareholder made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such joint Entitled Eligible Shareholders; and
- (b) each Entitled Eligible Shareholder (being a Depositor) by making payment of the aggregate Scheme Consideration payable to such Entitled Eligible Shareholder to CDP. CDP shall:
 - (i) in the case of an Entitled Eligible Shareholder (being a Depositor) who has registered for CDP's direct crediting service, credit the aggregate Scheme Consideration payable to such Entitled Eligible Shareholder, to the designated bank account of such Entitled Eligible Shareholder; and
 - (ii) in the case of an Entitled Eligible Shareholder (being a Depositor) who has not registered for CDP's direct crediting service, credit the Scheme Consideration to such Entitled Eligible Shareholder's Cash Ledger and such Scheme Consideration shall be subject to the same terms and conditions as applicable to "*Cash Distributions*" under CDP's "*The Central*

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

Depository (Pte) Limited Operation of Securities Account with the Depository Terms and Conditions” as amended, modified or supplemented from time to time, copies of which are available from CDP.

Assuming that the Scheme becomes effective and binding in accordance with its terms on 9 September 2025, the crediting by CDP of the Scheme Consideration into the designated bank accounts of the Entitled Eligible Shareholders as set out in paragraph 12.2.4(b)(i) above (in the case of the Entitled Eligible Shareholders being Depositors and who have registered with CDP for its direct crediting service), the crediting of the Scheme Consideration to the Cash Ledger of the Entitled Eligible Shareholders as set out in paragraph 12.2.4(b)(ii) above (in the case of Entitled Eligible Shareholders being Depositors and who have not registered with CDP for its direct crediting service), or the posting of cheques for the Scheme Consideration as set out in paragraph 12.2.4(a) above (in the case of the Entitled Eligible Shareholders not being Depositors), as the case may be, is expected to take place on or before 18 September 2025.

The encashment of any cheque or the crediting by CDP of the aggregate Scheme Consideration in such other manner as the Entitled Eligible Shareholder may have agreed with CDP for payment of any cash distributions as referred to in Clause 3.2 of **Appendix L (The Scheme)** to this Scheme Document shall be deemed as good discharge to the Offeror, the Company and CDP for the moneys represented thereby.

The despatch of payment by the Offeror to each Entitled Eligible Shareholder’s address and/or CDP (as the case may be) in accordance with the above shall discharge the Offeror from any liability in respect of those payments.

12.3 Retention and Release of Proceeds

- 12.3.1 On and after the day being six (6) calendar months after the date of issuance of such cheques relating to the Scheme Consideration, the Offeror shall have the right to cancel or countermand payment of any such cheque which has not been cashed (or has been returned uncashed) and shall place all such moneys in a bank account in the Company’s name with a licensed bank in Singapore selected by the Company.
- 12.3.2 The Company or its successor entity shall hold such moneys until the expiration of six (6) years from the Effective Date and shall prior to such date make payments therefrom of the sums payable pursuant to Clause 3.2 of the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document to persons who satisfy the Company or its successor entity that they are respectively entitled thereto and that the cheques referred to in Clause 3.2 of the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document for which they are payees have not been cashed (the “**determination**”). Any such determination by the Company or its successor entity shall be conclusive and binding upon all persons claiming an interest in the relevant moneys, and any payments made by the Company hereunder shall not include any interest accrued on the sums to which the respective persons are entitled pursuant to Clause 3.1 of the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

- 12.3.3 On the expiry of six (6) years from the Effective Date, each of the Company and the Offeror shall be released from any further obligation to make any payments of the Scheme Consideration under the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document, and the Company or its successor entity shall transfer to the Offeror the balance (if any) of the sums then standing to the credit of the bank account referred to in Clause 3.4(a) of the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document including accrued interest, subject, if applicable, to the deduction of interest, tax or any withholding tax or any other deduction required by law and subject to the deduction of any expenses.

13. CLOSURE OF BOOKS

- 13.1 Notice of Record Date.** Subject to approval by the Eligible Shareholders of the Scheme at the Scheme Meeting and the approval of the Scheme by the Court, notice of the Record Date will be given in due course for the purposes of determining the entitlements of the Eligible Shareholders to the Scheme Consideration under the Scheme.
- 13.2 Expected Record Date.** The Record Date is tentatively scheduled to be on 8 September 2025 at 5.00 p.m.. The Company will make further announcement(s) in due course of the Record Date.
- 13.3 Books closure.** No transfer of the Shares where the certificates relating thereto are not deposited with CDP may be effected after the Record Date, unless such transfer is made pursuant to the Scheme.
- 13.4 Trading in Shares on the SGX-ST.** The Scheme is tentatively scheduled to become effective and binding on or about 9 September 2025 and accordingly (assuming the Scheme becomes effective and binding on 9 September 2025), the Shares are expected to be delisted and withdrawn from the Official List of the SGX-ST after payment of the Scheme Consideration.

It is therefore expected that, subject to the approval of the SGX-ST, the Shares will cease to be traded on the SGX-ST on or about 29 August 2025, being five (5) clear Market Days before the expected Record Date.

Shareholders (not being Depositors) who wish to trade in their Shares on the SGX-ST are required to deposit with CDP their certificates relating to their Shares, together with the duly executed instruments of transfer in favour of CDP, at least 12 Market Days prior to the tentative last day for trading of the Shares.

14. SETTLEMENT AND REGISTRATION PROCEDURES

Subject to the Scheme becoming effective and binding in accordance with its terms, the following settlement and registration procedures will apply:

14.1 Entitled Eligible Shareholders whose Eligible Shares are not deposited with CDP

Entitlements to the Scheme Consideration will be determined on the basis of the Entitled Eligible Shareholders (not being Depositors) and their holdings of Eligible Shares appearing in the Register of Members as at 5.00 p.m. on the Record Date.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

Entitled Eligible Shareholders (not being Depositors) who have not already done so are requested to take the necessary action to ensure that the Eligible Shares owned by them are registered in their names with the Share Registrar by 5.00 p.m. on the Record Date.

From the Effective Date, each existing share certificate representing a former holding of Eligible Shares by Entitled Eligible Shareholders (not being Depositors) will cease to be evidence of title of the Eligible Shares represented thereby.

Within seven (7) Business Days of the Effective Date, the Offeror shall make payment of the Scheme Consideration to each Entitled Eligible Shareholder (not being a Depositor) based on his/her/its holding of the Eligible Shares as at 5.00 p.m. on the Record Date.

14.2 Entitled Eligible Shareholders whose Eligible Shares are deposited with CDP

Entitlements to the Scheme Consideration will be determined on the basis of Entitled Eligible Shareholders (being Depositors) and the number of Eligible Shares standing to the credit of their Securities Account as at 5.00 p.m. on the Record Date.

Entitled Eligible Shareholders (being Depositors) who have not already done so are requested to take the necessary action to ensure that the Eligible Shares owned by them are credited to their Securities Account by 5.00 p.m. on the Record Date.

Following the Effective Date, CDP will concurrently (a) debit all the Eligible Shares standing to the credit of each relevant Securities Account of each Entitled Eligible Shareholder (being a Depositor); (b) credit all of such Eligible Shares to the Securities Account of the Offeror or such Securities Account(s) as directed by the Offeror; and (c) make payment of the Scheme Consideration to each Entitled Eligible Shareholder (being a Depositor) based on the number of Eligible Shares standing to the credit of his/her/its Securities Account as at 5.00 p.m. on the Record Date.

15. ACTIONS TO BE TAKEN BY SHAREHOLDERS

15.1 An Eligible Shareholder who has Eligible Shares entered against his/her/its name in (a) the Register of Members; or (b) the Depository Register as at the cut-off time being 72 hours prior to the time of the Scheme Meeting, as the case may be (being the time at which the name of the Eligible Shareholder must appear in the Register of Members or the Depository Register, in order for him/her/it to be considered to have Eligible Shares entered against his/her/its name in the said registers), shall be entitled to participate in the Scheme Meeting voting in real time (either personally or via appointment of proxy) at the Scheme Meeting.

15.2 Voting by proxy. All Proxy Forms for the Scheme Meeting must be completed, signed and submitted by 10.00 a.m. on 18 July 2025, being 72 hours before the time appointed for the Scheme Meeting, in the following manner:

(a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or

(b) by sending a scanned PDF copy via email to agm@haileck.com.

Eligible Shareholders (whether individual or corporate) may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

15.3 Submitting questions. Eligible Shareholders may also submit questions related to the Scheme to be tabled for approval at the Scheme Meeting to the Chairman of the Scheme Meeting in advance of the Scheme Meeting. In order to do so, their questions must be submitted in the following manner:

- (a) by post to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
- (b) by email to agm@haileck.com.

All questions sent by any of the above means must reach the Company no later than 5.00 p.m. on 8 July 2025.

Eligible Shareholders who submit questions via post or email must provide the following information:

- (i) the Eligible Shareholder's full name;
- (ii) the Eligible Shareholder's address; and
- (iii) the manner in which the Eligible Shareholder holds Eligible Shares (e.g., via CDP, scrip, CPF or SRS).

The Company will endeavour to address all substantial and relevant questions received in advance of the Scheme Meeting from the Eligible Shareholders, by 14 July 2025 or during the Scheme Meeting, and the Company's responses will be posted on the SGXNet and the Company's website. Should there be subsequent clarification sought, or follow-up questions after the deadline of the submission of questions, the Company will address those substantial and relevant questions at the Scheme Meeting.

Alternatively, Eligible Shareholders and proxies will be able to ask questions during the Scheme Meeting.

The Company will, within one (1) month after the date of the Scheme Meeting, publish the minutes of the Scheme Meeting on the SGXNet announcement page of the Company and the Company's website, and the minutes will include the responses to the substantial and relevant questions which are addressed during the Scheme Meeting.

15.4 Important reminder. Eligible Shareholders are advised to regularly check the SGXNet announcement page of the Company or the Company's website for updates on the status of the Scheme Meeting.

16. INFORMATION RELATING TO CPFIS INVESTORS AND SRS INVESTORS

16.1 CPFIS Investors. In the case of CPFIS Investors, entitlements to the Scheme will be determined on the basis of the number of Eligible Shares held by the CPF agent banks on behalf of each CPFIS Investor as at the Record Date. CPFIS Investors who wish to attend the Scheme Meeting are advised to consult their CPF Agent Banks for further information and if they are in any doubt as to the action they should take, CPFIS Investors should seek independent professional advice.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

16.2 SRS Investors. In the case of SRS Investors, entitlements to the Scheme will be determined on the basis of the number of Eligible Shares held by the relevant approved banks on behalf of each such SRS Investor as at the Record Date. SRS Investors who wish to attend the Scheme Meeting are advised to consult their SRS agent banks for further information, and if they are in any doubt as to the action they should take, SRS Investors should seek independent professional advice.

17. OVERSEAS ELIGIBLE SHAREHOLDERS

17.1 Overseas Eligible Shareholders. The applicability of the Scheme to Eligible Shareholders whose addresses are outside Singapore, as shown on the Register of Members, or as the case may be, in the records of CDP (the “**Overseas Eligible Shareholders**”), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Eligible Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending this Scheme Document and any related documents to any overseas jurisdiction, the Company and/or the Offeror reserves the right not to send such documents to Eligible Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Eligible Shareholders (including Overseas Eligible Shareholders), including those to whom this Scheme Document and any related documents will not be, or may not be, sent, provided that this Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Eligible Shareholders who are in doubt as to their positions should consult their own professional advisers in the relevant jurisdictions.

17.2 Copies of Scheme Document

The Constitution provides that any Shareholder whose registered address is outside Singapore and 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 any such notices or documents from the Company. Accordingly, the Company and the Offeror reserve the right not to send the Notice of Scheme Meeting, the Proxy Form and the Request Form to any Overseas Eligible Shareholder, including where there are potential restrictions on sending the Notice of Scheme Meeting, the Proxy Form and the Request Form to the relevant overseas jurisdiction. Hence, this Scheme Document and any related documents have not been and will not be sent to any Overseas Eligible Shareholder.

Electronic copies of this Scheme Document (together with the Notice of Scheme Meeting, the Proxy Form and the Request Form) have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

Eligible Shareholders may obtain printed copies of this Scheme Document by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of this Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

It is the responsibility of any Overseas Eligible Shareholder who wishes to request for this Scheme Document and any related documents to satisfy himself/herself/itself as to the full observance of the laws 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. In requesting for this Scheme Document and any related documents or participating in the Scheme, the Overseas Eligible Shareholder represents and warrants to the Company and the Offeror that he/she/it is in full observance of the laws of the relevant jurisdiction in that connection, and that he/she/it is in full compliance with all necessary formalities or legal requirements. **If any Overseas Eligible Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction.**

- 17.3 Notice.** The Company and the Offeror each reserves the right to notify any matter, including the fact that the Scheme has been proposed, to any or all Eligible Shareholders (including Overseas Eligible Shareholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Eligible Shareholder (including any Overseas Eligible Shareholder) to receive or see such announcement or advertisement. For the avoidance of doubt, for as long as the Company remains listed on the SGX-ST, the Company will continue to notify all Eligible Shareholders (including Overseas Eligible Shareholders) of any matter relating to the Scheme by announcement via SGXNet.

Notwithstanding that any Overseas Eligible Shareholder may not receive the Notice of Scheme Meeting, they shall be bound by the Scheme if the Scheme becomes effective in accordance with its terms.

- 17.4 Foreign jurisdiction.** It is the responsibility of any Overseas Eligible Shareholder who wishes to participate in the Scheme to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection with the Scheme, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements. In participating in the Scheme, the Overseas Eligible Shareholder represents and warrants to the Company and the Offeror that he/she/it is in full observance of the laws of the relevant jurisdiction in that connection, and that he/she/it is in full compliance with the necessary formalities or legal requirements.

If any Overseas Eligible Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction.

18. ADVICE OF THE IFA

The IFA Letter setting out the advice of the IFA to the Independent Directors is set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document.

EXPLANATORY STATEMENT

(in compliance with Section 211 of the Companies Act)

19. INDEPENDENT DIRECTORS' RECOMMENDATION

The recommendation of the Independent Directors in relation to the Scheme is set out in paragraph 14.2 of the Letter to Eligible Shareholders.

20. ELECTRONIC DESPATCH OF THE SCHEME DOCUMENT

Pursuant to the SIC Public Statements on Electronic Despatch dated 6 May 2020, 29 September 2020 and 29 June 2021 on the despatch of take-over documents under the Code, documents related to a take-over or merger transaction under the Code may be despatched electronically to the Eligible Shareholders through publication on SGXNet and on the corporate website of the Company. In line with the SIC Public Statements on Electronic Despatch, no printed copies of this Scheme Document will be despatched to the Eligible Shareholders (unless upon request). Instead, only printed copies of the Notice of Scheme Meeting, the Proxy Form and the Request Form will be despatched to the Eligible Shareholders.

Electronic copies of this Scheme Document (together with the Notice of Scheme Meeting and accompanying Proxy Form) have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company.

Eligible Shareholders may obtain printed copies of this Scheme Document by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of this Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

21. GENERAL INFORMATION

Your attention is drawn to the further relevant information, including the interests in the Eligible Shares of the directors of the Company, which are set out in the Appendices to this Scheme Document. These Appendices form part of this Scheme Document. This Explanatory Statement should be read in conjunction with, and is qualified by, the full text of this Scheme Document, including the Scheme as set out in **Appendix L (The Scheme)** to this Scheme Document.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



1 July 2025

HAI LECK HOLDINGS LIMITED
47 Tuas View Circuit
Singapore 637357

Attention: The Independent Directors (as defined herein)

PROPOSED ACQUISITION (THE "ACQUISITION") BY CHENG INVESTMENT MANAGEMENT PTE. LTD. (THE "OFFEROR") OF ALL THE ISSUED ORDINARY SHARES (THE "SHARES") IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (THE "COMPANY"), OTHER THAN THE EXCLUDED SHARES (AS DEFINED HEREIN), BY WAY OF A SCHEME OF ARRANGEMENT (THE "SCHEME")

*For the purpose of this letter, capitalised terms not otherwise defined shall have the meaning ascribed to them in the scheme document of Hai Leck Holdings Limited dated 1 July 2025 (the "**Scheme Document**").*

1. INTRODUCTION

On 9 December 2024 (the "**Joint Announcement Date**"), the respective boards of directors of the Company (and together with its subsidiaries, the "**Group**") and the Offeror jointly announced the Acquisition by way of a Scheme in accordance with Section 210 of the Companies Act 1967 of Singapore (the "**Companies Act**") and the Singapore Code on Take-overs and Mergers (the "**Code**").

In connection with the Acquisition, the Company and the Offeror had, on the Joint Announcement Date, entered into an implementation agreement dated 9 December 2024 (the "**Implementation Agreement**") which was supplemented by a supplemental agreement dated 27 May 2025 (the "**Supplemental Agreement**") setting out the terms and conditions on which the Offeror and the Company will implement the Scheme, including:

- (a) the subject of the Acquisition are all the Shares, other than (i) the Shares directly held by Mr. Cheng Buck Poh @ Chng Bok Poh ("**Mr. Cheng**") (the "**Mr. Cheng Direct Shares**"); (ii) the Shares directly held by Cheng Capital Holdings Pte. Ltd. ("**CCHPL**", collectively with Mr. Cheng, the "**Excluded Shareholders**") (the "**CCHPL Direct Shares**"); and (iii) the Shares held in treasury (the "**Treasury Shares**", collectively with Mr. Cheng Direct Shares and CCHPL Direct Shares, the "**Excluded Shares**") (the "**Eligible Shares**"); and
- (b) the Offeror proposes to acquire the Eligible Shares at S\$0.55 in cash for each Eligible Share (the "**Scheme Consideration**").

Xandar Capital Pte. Ltd. ("**Xandar Capital**") has been appointed as the independent financial adviser (the "**IFA**") pursuant to Rule 1309(2) of the Listing Manual of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") and the Code, as well as to advise the directors of the Company (the "**Directors**") who are considered independent for the purposes of the Scheme (namely, Mr. Chua Keng Woon, Mr. Lim Hui Kwan and Mr. Reuben Tan Wei Jer, collectively the "**Independent Directors**"), as to whether the terms of the Scheme are fair and reasonable in respect of their recommendation to the holders of the Eligible Shares (the "**Eligible Shareholders**", being persons who are registered as holders of the Eligible Shares in the register

Page 1 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



of members of the Company and depositors who have Eligible Shares entered against their names in the Depository Register as at a date and time to be announced by the Company on which the transfer books and the register of members of the Company will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme (the **"Record Date"**) on the Scheme.

This letter (the **"IFA Letter"**) sets out, *inter alia*, our evaluation and advice on the terms of the Scheme and our recommendation thereon. This IFA Letter forms part of the Scheme Document which provides, *inter alia*, the details of the Scheme and the recommendation of the Independent Directors in respect thereof.

2. TERMS OF REFERENCE

Xandar Capital has been appointed as the IFA pursuant to Rule 1309(2) of the Listing Manual of the SGX-ST (the **"Listing Manual"**) and the Code, as well as to advise the Independent Directors, as to whether the terms of the Scheme are fair and reasonable in respect of their recommendation to the Eligible Shareholders on the Scheme.

We are not and were not involved in any aspect of the negotiations pertaining to the Scheme, the Implementation Agreement and the Supplemental Agreement, nor were we involved in the deliberations leading up to the decisions on the part of the Independent Directors to agree on the terms of the Scheme, the Implementation Agreement and the Supplemental Agreement. Accordingly, we do not, by this IFA Letter, warrant the merits of the Scheme, other than to advise the Independent Directors, as to the fairness and reasonableness of the terms of the Scheme from a financial point of view.

Our evaluation is limited to the terms of the Scheme and our terms of reference do not require us to evaluate or comment on the rationale for, legal, strategic or commercial and/or risks or merits (if any) of the Scheme. We have not relied on any financial projections or forecasts in respect of the Company or the Group. We are not required to express and we do not express any view herein on the growth prospects, financial position and earnings potential of the Company or the Group after the Scheme is effected. We are also not expressing any view herein as to the prices at which the Shares may trade without the Scheme. Such evaluation shall remain the sole responsibility of the Directors, although we may draw upon their views (to the extent deemed necessary or appropriate by us) in arriving at our opinion as set out in this IFA Letter.

We have not made any independent evaluation or appraisal of the assets or liabilities (including without limitation, real properties) of the Company or the Group. For the purpose of the Scheme, the Group has commissioned a valuer, United Valuers Pte Ltd, to determine the open market values of its three (3) properties in Singapore as at 31 May 2025 and the Company has shared copies of the valuation summary with us. A summary of the valuation is appended as Appendix J to the Scheme Document and further assessment of these three (3) properties vis-à-vis the Offer are set out in paragraph 6.2.2 of this IFA Letter. We have not made any independent verification of the assumptions and bases set out in the valuation summary. Accordingly, no representation or warranty, express or implied, is made and no responsibility is accepted by us concerning the accuracy, completeness or adequacy of the valuation summary. Saved for the valuation summary, we have not been furnished with any evaluation or appraisal of any assets or liabilities of the Company or the Group.

In the course of our evaluation, we have held discussions with certain Directors and management of the Company and have examined publicly available information as well as information provided

Page 2 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



and representations made to us by the aforesaid parties, including information in the Scheme Document. We have not independently verified such information, whether written or verbal, and accordingly cannot and do not warrant, and do not accept any responsibility for the accuracy, completeness or adequacy of such information, representation and assurance. Nonetheless, we have made reasonable enquiries and used our judgement in assessing such information and have found no reason to doubt the accuracy and reliability of such information.

We have relied upon the assurance of the Directors that the Directors (including those who may have delegated detailed supervision of the Scheme Document) have taken all reasonable care to ensure that the facts stated and all opinions expressed in the Scheme Document (excluding Appendices A, B and J to the Scheme Document, and any information relating to the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer or any opinion expressed by the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer) are fair and accurate and that no material facts have been omitted from the Scheme Document, the omission of which would make any statement in the Scheme Document misleading.

The directors of the Company confirm after making all reasonable enquiries that, to the best of their knowledge and belief, the Scheme Document constitutes full and true disclosure of all material facts about the Acquisition, the Scheme and the Group, and the directors of the Company are not aware of any facts the omission of which would make any statement in this Scheme Document misleading.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, information in relation to the Offeror, Mr. Cheng and/or CCHPL, the IFA and the Valuer), the sole responsibility of the directors of the Company has been to ensure, through reasonable enquiries, that such information is accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in the Scheme Document in its proper form and context. In respect of the IFA Letter and the valuation summary, the sole responsibility of the directors of the Company has been to ensure that the facts stated with respect to the Group are fair and accurate.

Our advice is based upon economic, industry, market, monetary, regulatory and other relevant conditions subsisting and the information provided to us as at 24 June 2025 (the "**Latest Practicable Date**"). Such conditions and information may change significantly over a short period of time. We assume no responsibility to update, revise or reaffirm our advice in light of any subsequent development after the Latest Practicable Date that may affect our advice contained herein. Shareholders should take note of any announcements and/or events relevant to their consideration of the Scheme which may be released or occur after the Latest Practicable Date.

In preparing this IFA Letter, we did not consider the specific investment objectives, financial situation, risk profiles, tax position and/or unique needs and constraints of any individual Shareholder or any specific group of Shareholders. We recommend that any individual Shareholder or group of Shareholders who may require specific advice in relation to his or their Shares, investment objectives or portfolios should consult his or their stockbroker, bank manager, legal, financial, tax or other professional advisers immediately.

This IFA Letter is for the use and benefit of the Independent Directors in connection with and for the purpose of their consideration of the Scheme and the recommendation made by the Independent Directors shall remain their responsibility.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



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

Our advice in relation to the Scheme should be considered in the context of the entirety of this IFA Letter and the Scheme Document.

We recommend that the Independent Directors advise the Shareholders to read these pages carefully.

3. THE SCHEME

The detailed terms of the Scheme are set out in paragraph 2 of the Company's letter to the Eligible Shareholders set out on pages 15 to 33 of the Scheme Document (the "**Letter to Eligible Shareholders**"), the explanatory statement in compliance with Section 211 of the Companies Act as set out on pages 34 to 52 of the Scheme Document (the "**Explanatory Statement**") and Appendix L to the Scheme Document.

We set out the key terms of the Scheme relevant to our evaluation as follows:

3.1 THE ACQUISITION

The Acquisition involves:

- (a) the transfer of all the Eligible Shares held by Eligible Shareholders to the Offeror:
 - (i) fully paid;
 - (ii) free from any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third-party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever ("**Encumbrances**"); and
 - (iii) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares (collectively, the "**Distributions**") on or after the Joint Announcement Date.

If any Distributions are announced, declared, paid or made by the Company to the Eligible Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration payable to the Eligible Shareholders by the amount of such Distribution; and

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



- (b) in consideration of the transfer of the Eligible Shares referred to in paragraph 3.1(a) above, each Eligible Shareholder will be entitled to receive the Scheme Consideration of S\$0.55 in cash for each Eligible Share.

We note that the Company has not declared, paid or made any Distributions to the Eligible Shareholders between the Joint Announcement Date and the Latest Practicable Date.

3.2 CONDITIONS OF THE SCHEME (THE “SCHEME CONDITIONS”)

The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions, which are set out in Appendix E to the Scheme Document, including but not limited to:

- (a) the approval of the Scheme by a majority in number of Eligible Shareholders representing three-fourths in value of the Eligible Shares held by Eligible Shareholders present and voting either in person or by proxy at the meeting of the Eligible Shareholders to be convened at the direction of the General Division of the High Court of the Republic of Singapore or, where applicable on appeal, the Appellate Division of the High Court of the Republic of Singapore or the Court of Appeal of the Republic of Singapore (the “**Court**”) for the purpose of considering and, if thought fit, approving the Scheme (and shall include any adjournment thereof) (the “**Scheme Meeting**”); and
- (b) the grant of the order of Court approving the Scheme under Section 210 of the Companies Act (the “**Court Order**”) by the Court and such Court Order having become final.

The Scheme will only come into effect if all the Scheme Conditions have been satisfied or, as the case may be, waived in accordance with the Implementation Agreement and a copy of the Court Order approving the Scheme has been lodged with the Accounting and Corporate Regulatory Authority of Singapore (“**ACRA**”).

If any of the Scheme Conditions is not satisfied, or, if applicable, waived, and the Scheme has not become effective on or before 5.00 p.m. on the date falling ten (10) months from the date of the Implementation Agreement or such other date as may be agreed in writing between the Company and the Offeror (the “**Cut-Off Date**”), either the Company or the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the other Party, save that the Offeror may immediately terminate the Implementation Agreement, the Acquisition and the Scheme by notice in writing to the Company if the confirmation from the Securities Industry Council (“**SIC**”) that the exclusion of Mr. Cheng Direct Shares and CCHPL Direct Shares from the Scheme would not be regarded as a prohibited special deal for the purpose of Rule 10 of the Code granted on 4 November 2024 does not remain in full force and effect from the date of grant up to immediately prior to the lodgement of the Court Order with the ACRA.

In the event of termination of the Implementation Agreement by either the Offeror or the Company (each, a “**Party**” or collectively, the “**Parties**”) pursuant to the terms of the Implementation Agreement:

- (i) the Implementation Agreement shall cease to have any further force or effect (save for the surviving provisions as set out in the Implementation Agreement in relation to; and
- (ii) neither Party shall have any further liability or obligation to the other Party; but

Page 5 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



- (iii) such termination shall not prejudice the rights of either Party which have accrued or arisen prior to such termination, including, without limitation, any claim in respect of a breach of the Implementation Agreement.

3.3 CONFIRMATION BY SIC

The confirmation from SIC dated 4 November 2024 is set out in Paragraph 9.2 of the Letter to Eligible Shareholders, which include, among others, the following in *italics*:

- (a) *the Scheme is exempted from complying with Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) on Rule 19 of the Code, subject to:*
- (i) *the Offeror and its concert parties, and the common substantial shareholders of the Offeror and the Company abstain from voting on the Scheme;*
 - (ii) *the directors of the Company who are also directors of the Offeror or who are acting in concert with those persons in sub-paragraph (i) above abstain from making a recommendation on the Scheme to the Eligible Shareholders;*
 - (iii) *the Scheme Document contains advice to the effect that by voting for the Scheme, the Eligible Shareholders are agreeing to the Offeror and its concert parties acquiring or consolidating effective control of the Company without having to make a general offer for the Company;*
 - (iv) *the Scheme Document discloses the names of the Offeror and its concert parties, their current voting rights in the Offeror and the Company after the Scheme;*
 - (v) *the Company appointing an independent financial adviser to advise the Eligible Shareholders on the Scheme; and*
 - (vi) *the Scheme being completed within six (6) months (unless extended with SIC's consent) from the Joint Announcement Date;*
- (b) *the Deeds of Undertaking and the exclusion of the Excluded Shares from the Acquisition by way of the Scheme do not constitute prohibited special deals within the meaning of Rule 10 of the Code; and*
- (c) *it has no objections to the Scheme Conditions, subject to the condition that parties will not be allowed to invoke the Scheme Conditions to terminate the Implementation Agreement unless they have consulted the SIC on the same.*

We also note from paragraph 9.3 of the Letter to Eligible Shareholders that the Company and the Offeror had on 6 May 2025 submitted an application to the SIC for an extension of time to satisfy the Scheme Conditions. The SIC had on 4 June 2025 granted the extension for the Scheme to be completed by 9 October 2025.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



3.4 RATIONALE FOR THE ACQUISITION

The Offeror's rationale for the Acquisition is set out in Paragraph 4 of the Offeror's letter set out as Appendix B to the Scheme Document (the "**Letter from the Offeror to the Eligible Shareholders**"). We summarise as follows:

- (a) the Offeror believes that the Acquisition and subsequent privatisation of the Company will allow the Offeror to dedicate focus and resources required to optimise the Company's operations and strategy as a wholly owned private subsidiary. As a wholly owned subsidiary, the Company will also have necessary flexibility to optimise its resources to focus on the longer-term strategies of the business;
- (b) the Acquisition represents an opportunity for the Eligible Shareholders to realise their entire investment in the Shares at a premium over the prevailing trading prices of the Shares without incurring brokerage and other trading costs, which may not otherwise be possible given the low trading liquidity of the Shares; and
- (c) the Company will be able to save on expenses and costs relating to the maintenance of its listed status on the Official List of the SGX-ST and channel such resources to its business operations in the challenging operating environment, in particular, given that the Company has not carried out any corporate exercise to raise funds from the equity markets since 2014 and does not intend to carry out any such corporate exercise in the near future and therefore does not see a need to maintain its listing status to have such access.

3.5 DELISTING

Upon the Scheme becoming effective and binding in accordance with its terms and conditions, all the Eligible Shares will be transferred to the Offeror and the Company will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

4. INFORMATION ON THE OFFEROR, THE EXCLUDED SHAREHOLDERS AND THE DEEDS OF UNDERTAKING (AS DEFINED HEREIN)

4.1 THE OFFEROR

Information on the Offeror is set out in Paragraph 6 of the Letter from the Offeror to the Eligible Shareholders. Certain extracts have been reproduced in *italics* below:

- "(a) the principal activity of the Offeror is that of investment holding, and it has not carried on any business since its incorporation, except in relation to matters in connection with the Acquisition and the Scheme;*
- (b) the Offeror has an issued and paid-up capital of S\$1.00 comprising one (1) ordinary share;*
- (c) Mr. Cheng is the sole shareholder of the Offeror. Mr. Cheng is the founder of the Group and is currently the Executive Chairman and Chief Executive Officer of the Company;*
- (d) the directors of the Offeror are Mr. Cheng and Ms. Cheng Li Chen ("Ms. CLC");*
- (e) Ms. CLC is currently a director of the subsidiaries of the Company within the Group; and*

Page 7 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



(f) *the Offeror does not hold any Shares in the Company.*"

4.2 THE EXCLUDED SHAREHOLDERS

There are two Excluded Shareholders, namely Mr. Cheng and CCHPL, who/which will not participate in the Scheme.

Mr. Cheng is the founder, Executive Chairman and Chief Executive Officer of the Company. He is a director and the sole shareholder of the Offeror and one of the shareholders of CCHPL ("**CCHPL Shareholder**"). Mr. Cheng has a direct interest in 115,425,610 Shares and deemed interest (through CCHPL) in 85,800,000 Shares, representing approximately 51.02% and 37.92% of all the Shares (excluding Treasury Shares), respectively.

CCHPL is a private company limited by shares incorporated in Singapore on 18 October 2007 and its principal activity is that of investment holding. CCHPL has a direct interest in 85,800,000 Shares, representing approximately 37.92% of all the Shares (excluding Treasury Shares).

CCHPL Shareholders are Mr. Cheng (as to 31.68%), Mdm. Goo Guik Bing @ Goh Guik Bing ("**Mdm. Goo**"), the wife of Mr. Cheng (as to 9.90%), and their children, Ms. Cheng Li Peng (as to 6.93%), Ms. CLC (as to 14.85%), Ms. Cheng Li Hui (6.93%), Ms. Cheng Wee Ling ("**Ms. CWL**") (as to 14.85%) and Mr. Cheng Yao Tong (as to 14.85%). Each of Mr. Cheng, Ms. Cheng Li Peng, Ms. CLC, Ms. Cheng Li Hui, Ms. CWL and Mr. Cheng Yao Tong is a director of CCHPL.

4.3 DEEDS OF UNDERTAKING

Each of the Excluded Shareholders has given an undertaking to the Offeror and the Company (collectively, the "**Deeds of Undertaking**") in respect of their collective direct interests of 201,225,610 Shares representing approximately 88.94% of all the Shares as at the Latest Practicable Date, pursuant to which each Excluded Shareholder has, among others, agreed and confirmed:

- (a) his/its acceptance of the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement (specifically that the Acquisition by way of the Scheme will not be extended to the Excluded Shares); and
- (b) that he/it will not dissent from the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement, in any application for the grant of orders of the Court in relation to the Scheme and/or at any hearings of the Court in respect of the application to approve the Scheme.

Save for the Deeds of Undertaking, none of (i) the Offeror and its directors; (ii) the Company and its directors; and (iii) CCHPL and its directors have received undertakings from any party to vote in favour of the Scheme.

5. INFORMATION ON THE COMPANY AND THE GROUP

5.1 ABOUT THE COMPANY

The Company was incorporated on 12 September 1998 in Singapore and was listed on the Mainboard of the SGX-ST on 28 August 2008.

Page 8 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



As at the Latest Practicable Date, the Directors are:

- (a) Mr. Cheng (*Executive Chairman and Chief Executive Officer*);
- (b) Mr. Chua Keng Woon (*Lead Independent Director*);
- (c) Ms. CWL (*Executive Director*);
- (d) Mr. Lim Hui Kwan (*Independent Director*); and
- (e) Mr. Reuben Tan Wei Jer (*Independent Director*).

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$65,402,412.83 comprising 226,241,195 Shares (excluding 352,000 Treasury Shares).

5.2 ABOUT THE GROUP

Established in 1975, the Group is one of the leading Singapore companies that provide project and maintenance services to the oil and gas and petrochemical industries. The Group operates through the following two (2) business segments:

- (a) Project and Maintenance Services: The Group provides scaffolding erection services; corrosion protection services; thermal insulation services; refractory services as well as mechanical engineering services in structural steel and piping fabrication and installation on a routine or turnaround basis.
- (b) Contact Centre Services: The Group has a premium contact centre providing outsource services. Contact centre solutions include customer service support; technical helpdesk; virtual receptionist services; lead generation; live web chat as well as email management.

We set out the revenue contribution of the two (2) business segments of the Group for the three financial years ended 30 June ("FY") 2022, FY2023 and FY2024, and the nine (9) months ended 31 March 2024 ("9M2024") and the nine (9) months ended 31 March 2025 ("9M2025") (collectively, the "Period under Review") as follows:

S\$'000	FY2022 Audited	FY2023 Audited	FY2024 Audited	9M2024 Unaudited	9M2025 Unaudited
Project and Maintenance Services	47,958	48,941	40,310	32,274	32,261
Contact Centre Services	34,581	19,676	14,038	10,865	8,426
Total revenue	<u>82,539</u>	<u>68,617</u>	<u>54,348</u>	<u>43,139</u>	<u>40,687</u>

6. EVALUATION OF THE TERMS OF THE SCHEME

In our evaluation of the terms of the Scheme, we have taken into account the following factors:

- (a) historical market performance of the Shares;

Page 9 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



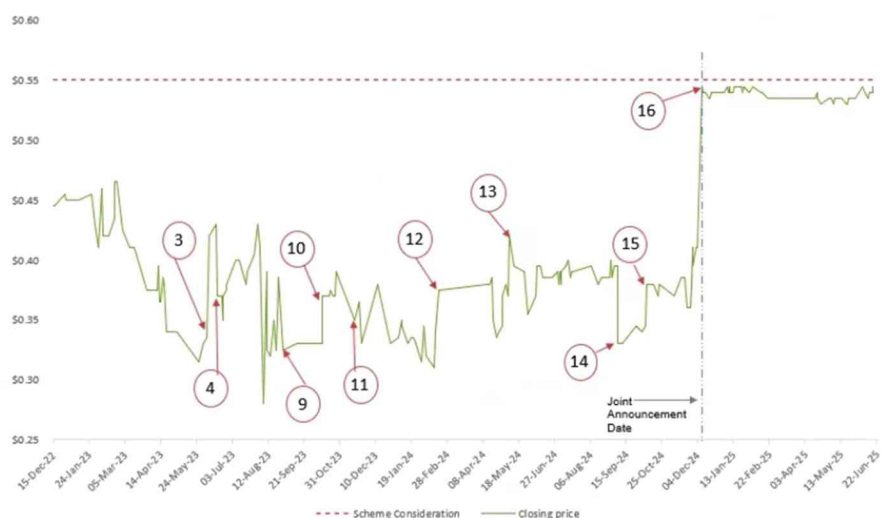
- (b) the net asset value per Share;
- (c) comparison of the valuation ratios of the Company implied by the Scheme Consideration against those of its broadly comparable listed companies;
- (d) comparison with recent completed privatisation transactions for companies listed on the SGX-ST;
- (e) financial performance of the Group;
- (f) dividend track record of the Company;
- (g) the estimated value for the Shares; and
- (h) other considerations.

These factors are discussed in greater detail in the ensuing paragraphs.

6.1 HISTORICAL MARKET PERFORMANCE OF THE SHARES

6.1.1 Historical closing price of the Shares

We compare the Scheme Consideration with the daily closing prices for the Shares commencing from the 24 months period prior to and including 3 December 2024 (the “**Last Trading Day**”, being the last market day where the Shares were traded on the SGX-ST prior to the Joint Announcement Date) up to the Latest Practicable Date (the “**Reference Period**”) and marked up the dates where the closing price of the Shares had 10% or more changes as compared to the previous closing price and we identified an announcement by the Company which may have contributed to the fluctuation:



Source: Bloomberg Finance L.P.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



We set out a summary of the dates where the closing prices of the Shares fluctuated by 10% or during the Reference Period:

No.	Date	Changes in closing price	Announcements which may have contributed to the fluctuation
1.	7 February 2023	12.20% increase from S\$0.41 on 3 February 2023 to S\$0.46	<p>No announcement made by the Company in the one (1) month period prior to 7 February 2023.</p> <p>For Shareholders' reference, 103,000 Shares transacted at between S\$0.455 and S\$0.46 for each Share on 7 February 2023 as compared to 6,700 Shares transacted at between S\$0.41 and S\$0.45 for each Share on 3 February 2023.</p>
2.	21 April 2023	10.53% decrease from S\$0.38 on 18 April 2023 to S\$0.34	<p>No announcement made by the Company in the one (1) month period prior to 21 April 2023.</p> <p>For Shareholders' reference, 33,000 Shares transacted at between S\$0.34 and S\$0.37 for each Share on 21 April 2023 as compared to 5,000 Shares transacted at S\$0.38 for each Share on 18 April 2023.</p>
3.	7 June 2023	25.37% increase from S\$0.335 on 5 June 2023 to S\$0.42	<p>We note that Ms. Christina Chow Poh Lin (previously an executive director of the Company and currently the Chief Administrative Officer of the Group) acquired 99,400 Shares at between S\$0.34 and S\$0.42 for each Share on 7 June 2023.</p>
4.	16 June 2023	13.95% decrease from S\$0.43 on 15 June 2023 to S\$0.37	<p>We note that Ms. Christina Chow Poh Lin acquired 15,100 Shares at between S\$0.38 and S\$0.43 for each Share on 15 June 2023.</p>
5.	7 August 2023	31.71% decrease from S\$0.41 on 3 August 2023 to S\$0.28	<p>No announcement made by the Company in the one (1) month period prior to 7 August 2023.</p> <p>For Shareholders' reference, 13,700 Shares transacted at between S\$0.28 and S\$0.33 for each Share on 7 August 2023.</p>
6.	10 August 2023	39.29% increase from S\$0.28 on 7 August 2023 to S\$0.39	<p>No announcement in the one (1) month period prior to 10 August 2023.</p> <p>For Shareholders' reference, 8,700 Shares transacted at between S\$0.35 and S\$0.39 for each Share on 10 August 2023.</p>

Page 11 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



No.	Date	Changes in closing price	Announcements which may have contributed to the fluctuation
7.	11 August 2023	16.67% decrease from S\$0.39 on 10 August 2023 to S\$0.325	No announcement in the one (1) month period prior to 11 August 2023. For Shareholders' reference, 500 Shares transacted at S\$0.325 for each Share on 11 August 2023.
8.	23 August 2023	10.00% increase from S\$0.35 on 22 August 2023 to S\$0.385	No announcement in the one (1) month period prior to 23 August 2023. For Shareholders' reference, 13,600 Shares transacted at between S\$0.325 and S\$0.385 for each Share on 23 August 2023 as compared to 1,000 Shares transacted at S\$0.35 for each Share on 22 August 2023.
9.	29 August 2023	15.58% decrease from S\$0.385 on 23 August 2023 to S\$0.33	The Company announced its results on 28 August 2023. The Company reported that the profit attributable to equity holders of the Company for FY2023 decreased by S\$5.6 million to S\$4.3 million as compared to S\$9.9 million for FY2022.
10.	12 October 2023	12.12% increase from S\$0.33 on 11 October 2023 to S\$0.37	The Company published its annual report for FY2023 and gave the notice of annual general meeting ("AGM") on 10 October 2023. The Company also announced the record and final dividend payment date for the final dividend of S\$0.02 per Share payable on 17 November 2023, subject to receipt of Shareholders' approval for the final dividend at the AGM
11.	17 November 2023	10.26% decrease from S\$0.39 on 27 October 2023 to S\$0.35	The Company announced the results of its AGM on 26 October 2023. With the receipt of Shareholders' approval for the final dividend of S\$0.02 for each Share at the AGM, the Shares commenced trading on an ex-dividend basis on 1 November 2023. On 8 November 2023, the Company announced its results for 1Q2024. The Company reported a profit attributable to equity holders of the Company of S\$1.3 million for 1Q2024 as compared to a loss attributable to equity holders of the Company of S\$898,000 for the three months ended 30 September 2023.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



No.	Date	Changes in closing price	Announcements which may have contributed to the fluctuation
12.	19 February 2024	10.29% increase from S\$0.34 to S\$0.375	The Company announced its results for the half year ended 31 December 2023 (“HY2024”) on 8 February 2024. The Company reported that the profit attributable to equity holders of the Company for HY2024 increased by S\$1.3 million to S\$1.9 million from S\$0.6 million for the half year ended 31 December 2022.
13.	7 May 2024	13.51% increase from S\$0.37 on 6 May 2024 to S\$0.42	We note that only 800 Shares were transacted at between S\$0.3650 and S\$0.42 for each Share on 7 May 2024, as compared to 54,000 Shares transacted at S\$0.37 for each Share on 6 May 2024.
14.	6 September 2024	16.46% decrease from S\$0.395 on 5 September 2024 to S\$0.33	The Company announced its results for FY2024 on 28 August 2024. The Company reported a net loss attributable to equity holders of the Company of S\$202,000 for FY2024. We note that the net loss attributable to equity holders of the Company was reported to be S\$143,000 in the Company’s annual report for FY2024 published on 11 October 2024.
15.	8 October 2024	10.14% increase from S\$0.345 on 7 October 2024 to S\$0.38	The Company announced a change of company secretaries on 16 September 2024. For Shareholders’ reference, 12,700 Shares transacted at between S\$0.36 and S\$0.38 for each Share on 8 October 2024 as compared to 3,000 Shares transacted at S\$0.345 for each Share on 7 October 2024.
16.	9 December 2024	32.93% increase from S\$0.41 on 3 December 2024 to S\$0.545	Joint Announcement Date Trading in the Shares were halted with effect from 7:35 a.m. on 4 December 2024 and the trading halt was lifted before trading hours on 9 December 2024 after the announcement of the Scheme.

Source: Company’s announcements from SGXNET.

In our review of the closing price of the Shares, we note that the Shares last traded above S\$0.55 per Share on 29 October 2021. The Shares were then trading on cum-dividend basis on 29 October 2021 (Friday). The Company announced the dates for the special dividend of S\$0.04 per Share for FY2021 on 12 October 2021. The Shares traded ex-dividend on 1 November 2021 (Monday).

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



6.1.2 Trading statistics of the Shares

We have tabulated below selected statistical information on the share price performance and trading liquidity of the Shares during the Reference Period:

	VWAP ⁽¹⁾ (S\$)	Premium of Scheme Considerati on to VWAP (%)	Highest trading price ⁽²⁾ (S\$)	Lowest trading price ⁽³⁾ (S\$)	Average daily trading volume ⁽⁴⁾	Average daily trading volume as a percentage of free float ⁽⁵⁾ (%)
Periods prior to and including the Last Trading Day						
Last 24-month ⁽⁶⁾	0.380	44.74	0.465	0.280	17,872	0.07
Last 12-month ⁽⁶⁾	0.374	47.06	0.420	0.310	18,622	0.08
Last six (6)-month	0.380	44.74	0.415	0.325	17,630	0.07
Last three (3)- month	0.375	46.67	0.415	0.325	22,243	0.09
Last one (1)- month	0.388	41.75	0.415	0.360	31,682	0.13
Last Trading Day	0.410	34.15	0.410	0.410	10,000	0.04
Periods after the Joint Announcement Date up to the Latest Practicable Date						
9 December 2024 up to the Latest Practicable Date	0.538	2.23	0.545	0.530	63,678	0.27
18 June 2025, being the last trading day when Shares were traded before the Latest Practicable Date	0.545	0.92	0.545	0.545	4,700	0.02

Source: Bloomberg Finance L.P.

Notes:

- (1) The volume weighted average price ("VWAP") of the Shares over the relevant period.
- (2) The highest price refers to the highest trading price during the relevant period.
- (3) The lowest price refers to the lowest trading price during the relevant period.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



- (4) The average daily trading volume of the Shares is computed based on the total volume of Shares traded and the total number of market days where the Shares were traded on the SGX-ST ("Trading Days") during the relevant period.
- (5) Free float is calculated based on 23,979,935 Shares, being the difference between (i) the existing share capital of 226,241,195 Shares; and (ii) the 202,261,260 Shares held by the Directors, the substantial shareholders of the Company and their associates.
- (6) The acquisition of 8,900,045 Shares at S\$0.38 per Share by Mr. Cheng via off-market transaction on 12 December 2023 is not included in the calculation of the VWAP for the relevant periods.

We note the following with regard to the trading prices of the Shares:

- (a) the Scheme Consideration is higher than the highest trading price of the Shares for all the periods prior to and including the Last Trading Day as set out in the table above;
- (b) the Scheme Consideration represents a premium of 18.28% to the highest trading price of S\$0.465 per Share in the 24-month period prior to and including the Last Trading Day;
- (c) the Scheme Consideration represents a premium of 96.43% to the lowest trading price of S\$0.280 per Share in the 24-month period prior to and including the Last Trading Day;
- (d) the Scheme Consideration represents premia of more than 40% to the VWAPs of the Shares for the 24-month, 12-month, 6-month, 3-month, 1-month periods prior to and including the Last Trading Day and a premium of 34.15% to the VWAP of S\$0.41 per Share on the Last Trading Day;
- (e) the Shares traded at between S\$0.530 to S\$0.545 for the period after the Joint Announcement Date up to the Latest Practicable Date and the Scheme Consideration represents a premium of 2.23% to the VWAPs of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date; and
- (f) the Scheme Consideration represents a premium of 0.92% to the VWAP of the Shares on 18 June 2025, being the last trading day when Shares were traded before the Latest Practicable Date.

We also note the following with regard to the trading liquidity of the Shares:

- (a) the average daily trading volume of the Shares for all the periods prior to and including the Last Trading Day as set out in the table above represents less than 0.20% of the free float. The average daily trading volume of the Shares for the aforesaid periods were less than 32,000 Shares;
- (b) the average daily trading volume of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date increased to 63,678 Shares, representing 0.27% of the free float. The increase was mainly contributed by the volume of 1,040,000 Shares traded on 9 December 2024 being the date of the Joint Announcement; and
- (c) the volume of the Shares traded on 18 June 2025, being the last trading day when Shares were traded before the Latest Practicable Date represents 0.02% of the free float.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



6.2 THE NET ASSET VALUE (“NAV”) PER SHARE

A summary of the latest audited financial position of the Group as at 30 June 2024 and the unaudited financial position of the Group as at 31 March 2025, is set out below:

S\$'million	Audited as at 30 June 2024	Unaudited as at 31 March 2025
Current assets	84,112	90,097
Current liabilities	(9,121)	(9,509)
Net current assets	74,991	80,588
Non-current assets	40,462	40,088
Non-current liabilities	(5,346)	(5,387)
NAV	110,107	115,289

The current assets of the Group as at 31 March 2025 included mainly cash and cash equivalents of S\$73.6 million, trade receivables of S\$10.2 million, contract assets of S\$2.8 million, and inventories of S\$1.6 million. The non-current assets of the Group as at 31 March 2025 included mainly property, plant and equipment of S\$25.7 million, investment in joint venture of S\$10.9 million and right-of-use assets of S\$3.0 million.

The current liabilities of the Group as at 31 March 2025 included mainly trade and other payables of S\$7.8 million while the non-current liabilities of the Group as at 31 March 2025 included mainly lease liabilities of S\$3.0 million and provisions of S\$1.7 million.

6.2.1 NAV per Share

The NAV of the Group attributable to Shareholders was S\$115,289,000 as at 31 March 2025. Based on the issued share capital of 226,241,195 Shares as at the Latest Practicable Date, the NAV per Share as at 31 March 2025 was S\$0.51. The Scheme Consideration represents a premium of 7.9% to the NAV per Share, or a price to NAV (“**P/NAV**”) ratio of 1.1 times.

6.2.2 Revalued NAV (“RNAV”) per Share

In our evaluation of the NAV of the Group, we have considered whether there are any assets which may be valued at an amount that is materially different from that which was recorded in the latest announced balance sheet of the Group and whether there are any events in announcements made by the Company after the publication of the latest financial results that are likely to impact the NAV per Share.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



We set out in the table below the assets which accounted for more than 5% of the NAV of the Group as at 31 March 2025:

	Unaudited as at 31 March 2025	
	S\$'000	As a percentage of the Group's NAV
Current assets – Cash and cash equivalents	73,625	63.9
Non-current assets – Property, plant and equipment	25,671	22.3
Non-current assets – Investment in joint venture	10,940	9.5
Current assets – Trade receivables	10,233	8.9

We review each of the material assets as follows:

(i) Current assets – Cash and cash equivalents

As at 31 March 2025, the Group had cash and cash equivalents totalling S\$73.6 million, which was equivalent to a cash per Share of approximately S\$0.33 and a net-cash NAV (that is, NAV excluding cash) per Share of approximately S\$0.18. The net-cash Scheme Consideration of approximately S\$0.22 (being the Scheme Consideration less the cash per Share) is at a premium of 22.0% to the net-cash NAV per Share.

(ii) Non-current assets – Property, plant and equipment

The Group's property, plant and equipment as at 31 March 2025 comprised leasehold premises, machineries and equipment, motor vehicles, office equipment, workshop tools and equipment, trucks, cranes and forklifts, computers, electrical appliances, air-conditioners, furniture and fittings and renovation. The Group's property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses. The Group made impairment loss of S\$3.9 million and S\$113,000 in FY2022 and FY2024 respectively during the Period under Review.

The Group has commissioned a valuer, United Valuer Pte Ltd, to provide the open market values of its leasehold premises as at 31 May 2025 at 47 Tuas View Circuit, 12 Tuas Drive 1 and 9 Tuas Avenue 1 (collectively, the **"Subject Properties"**) in the valuation summary dated 2 June 2025 (the **"Valuation Summary"**). The Valuation Summary with details of these properties are appended in Appendix J to the Scheme Document. Based on the carrying value of S\$23.3 million of such assets as at 31 March 2025, they accounted for 20.2% of the Group's total assets.

The valuer adopted the direct comparison approach for the properties and the aggregate open market value of the Subject Properties is S\$34.5 million. Based on the carrying value of such assets as at 31 March 2025 of S\$23.3 million, we calculate the revaluation surplus on the Subject Properties to be approximately S\$11.2 million had the Group disposed the Subject Properties at the market value on the Latest Practicable Date.

Page 17 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



(iii) Non-current assets – Investment in joint venture

The investment in joint venture relates to the Company's 44.66% interest in the equity of Logthai – Hai Leck Engineering Co., Ltd ("Logthai") in Thailand. The Company did not make any impairment loss on its investment in joint venture during the Period under Review.

The principal activities of Logthai are to provide construction and maintenance services for oil and gas and chemical industries in Thailand. We noted the share of results of joint venture from FY2022 to FY2024 ranged from a loss of S\$0.6 million to a profit of S\$2.0 million. For 9M2025, the Group recorded a share of results of joint venture of S\$1.7 million from Logthai.

(iv) Current assets – Trade receivables

Trade receivables as at 31 March 2025 comprised trade receivables net of credit allowance. The Group provides for lifetime expected credit losses for all trade receivables using a provision matrix determined based on the Group's historical observed default rates analysed in accordance to days past due by grouping of customers based on business segment and forward-looking information such as forecast of economic conditions. No allowance of credit losses was provided on the Group's trade receivables during the Period under Review but the Group had written back credit losses on its trade receivables of S\$232,000, S\$40,000 and S\$40,000 for FY2022, FY2023 and FY2024 respectively.

We calculated the average turnover days of the trade receivables for the Period under Review to be as follows:

	FY2022	FY2023	FY2024	9M2025
Average trade receivables' turnover (days)	76	99	97	73

The average trade receivable' turnover days ranged between 73 and 99 days from FY 2022 to 9M2025 as compared to the Group's credit period of 30 to 90 days.

Based on the above, we compute the Group's RNAV as follows:

	S\$'000
Unaudited NAV attributable to Shareholders as 31 March 2025	115,289
Add: Revaluation surplus arising from the revaluation of the Subject Properties set out in paragraph (ii) above	11,231
RNAV	126,520

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



Save as disclosed in above, the Company confirms that, to the best of their knowledge and based on information made available to them, as at the Latest Practicable Date:

- (1) there is no event subsequent to 31 March 2025, including material allowance of credit loss on its trade receivables or impairment losses of its assets, which would materially affect the NAV of the Group;
- (2) there are no material contingent liabilities, unrecorded earnings or expenses or assets or liabilities that may have a material impact on the NAV of the Group as at 31 March 2025; and
- (3) there is no material change to the accounting policies and methods of computation which may materially affect the NAV of the Group as at 31 March 2025.

Based on the issued share capital of 226,241,195 Shares as at the Latest Practicable Date, the RNAV per Share is approximately S\$0.56. The Scheme Consideration represents a discount of approximately S\$0.01 or 1.65% to the RNAV per Share, or a P/RNAV ratio of approximately 0.98 times.

6.2.3 Net tangible assets ("NTA") per Share

The Group had intangible assets aggregating approximately S\$174,000 as at 31 March 2025. The intangible assets are computer software and club memberships.

Based on the issued share capital of 226,241,195 Shares as at the Latest Practicable Date and the unaudited NTA attributable to Shareholders of approximately S\$115.1 million as at 31 March 2025, the NTA per Share as at 31 March 2025 is approximately S\$0.51.

We note that the Group's intangible assets do not have a significant impact on the NAV per Share and NTA per Share.

6.3 COMPARISON OF THE VALUATION RATIOS OF THE COMPANY IMPLIED BY THE SCHEME CONSIDERATION AGAINST THOSE OF ITS COMPARABLE COMPANIES

As highlighted in paragraph 5.2 of this IFA Letter, the Group is principally involved in the business of (a) Project and Maintenance Services which caters to the oil and gas and petrochemical industries and (b) Contact Centre Services.

Comparison is therefore made to companies listed in the region whose businesses are broadly comparable to the Group's Project and Maintenance Services ("**Project and Maintenance Services Comparable Companies**") and Contact Centre Services ("**Contact Centre Services Comparable Companies**") to assess the Scheme Consideration in relation to the valuation of the Project and Maintenance Services Comparable Companies and Contact Centre Services Comparable Companies.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



For the comparison with the comparable companies, we have referred to various valuation ratios to provide an indication of the market expectations with regard to the valuation of these companies. In this respect, we have considered the following widely used ratios:

Valuation ratio	General description
Price-to-earnings (“P/E”) ratio	The P/E ratio illustrates the ratio of the market price of a company’s share relative to its historical consolidated earnings per share. The P/E ratio is affected by, <i>inter alia</i> , the capital structure of a company, its tax position as well as its accounting policies relating to among others, depreciation and amortisation.
EV/EBITDA ratio	<p>“EV” means enterprise value and is the sum of a company’s market capitalisation, preferred equity, minority interests, short term and long term debts less its cash and cash equivalents.</p> <p>“EBITDA” means earnings before interest, tax, depreciation and amortisation. The EV to EBITDA (“EV/EBITDA”) ratio is an earnings-based valuation methodology that does not take into account the capital structure of a company as well as its interest, taxation, depreciation and amortisation charges. Therefore, it serves as an illustrative indicator of the current market valuation of the business of a company relative to its pre-tax operating cash flow and performance.</p>
P/NAV ratio	P/NAV ratio illustrates the ratio of the market price of a company’s share relative to its asset backing as measured in terms of its historical consolidated NAV per share as stated in its financial statements. The NAV figure provides an estimate of the value of a company assuming the sale of all its tangible and intangible assets, the proceeds which are first used to settle its liabilities and obligations with the balance available for distribution to its shareholders. Comparisons of companies using their book NAVs are affected by differences in their respective accounting policies, in particular their depreciation and asset valuation policies.
Price-to-NTA (“P/NTA”) ratio	P/NTA ratio illustrates the ratio of the market price of a company’s share relative to its historical NTA per share as recorded in its financial statements. The NTA figure provides an estimate of the value of a company assuming the sale of all its tangible assets, the proceeds which are first used to settle its liabilities and obligations with the balance available for distribution to its shareholders. Comparisons of companies using their NTAs are affected by differences in their respective accounting policies, in particular, their depreciation and asset valuation policies.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



6.3.1 Project and Maintenance Services Comparable Companies

We had discussions with management about the suitability and reasonableness of the Project and Maintenance Services Comparable Companies. We wish to highlight that the Project and Maintenance Services Comparable Companies are not exhaustive and it should be noted that there may not be any listed company that is directly comparable to the Group in terms of location, business activities, customer base, size of operations, asset base, geographical markets, track record, financial performance, operating and financial leverage, future prospects, liquidity, quality of earnings, accounting policies, risk profile and other relevant criteria.

In view of the above, it should be noted that any comparison made with respect to the Project and Maintenance Services Comparable Companies merely serves as an illustration and that the conclusions drawn from the comparisons may not necessarily reflect the perceived market valuation of the Company as at the Latest Practicable Date.

A brief description of the Project and Maintenance Services Comparable Companies is set out below:

Names	Listing location	Brief business description	Market capitalisation as at the Latest Practicable Date ⁽¹⁾ ⁽²⁾ (\$ million)
Mun Siong Engineering Ltd ("Mun Siong")	Singapore	Mun Siong is an integrated mechanical engineering and electrical and instrumentation service provider for the process industries. The company's services include pre-fabrication and installation of piping works, valves, erection of steel structures, installation of fixed equipment and platforms, and installation of transformers, switchgears, lightings.	15.7
Nordic Group Limited ("Nordic Group")	Singapore	Nordic Group operates as an investment holding company. The company, through its subsidiaries, provides system integration, maintenance repair, overhaul, trading, precision engineering, scaffolding, and insulation solutions. Nordic Group serves customers worldwide.	133.7

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



Names	Listing location	Brief business description	Market capitalisation as at the Latest Practicable Date ^{(1) (2)}
			(S\$ million)
Carimin Petroleum Berhad (“Carimin Petroleum”)	Malaysia	Carimin Petroleum provides technical and engineering support services to clients within the oil and gas industry in Malaysia. The company specialises in engineering, scheduled or work pack development, procurement, structural or piping fabrication, electrical or instrumentation installation, pre-commissioning and commissioning activities.	48.7

Source: Bloomberg Finance L.P.

Notes:

- (1) Market capitalisation of Project and Maintenance Services Comparable Companies are based on their respective closing prices as at the Latest Practicable Date.
- (2) Based on the closing exchange rate of RM1.00 to S\$0.3016 as at the Latest Practicable Date.

We set out in the table below the financial ratios of the Comparable Companies as at the Latest Practicable Date:

	Revenue ⁽¹⁾	Net profit ⁽¹⁾	EV / EBITDA ratio ⁽¹⁾⁽²⁾	P/E ratio ⁽¹⁾	P/NAV ratio ⁽¹⁾	P/NTA ratio ⁽¹⁾
	(S\$m)	(S\$m)	(times)	(times)	(times)	(times)
Mun Siong	64.8	(5.5)	Negative	Negative	0.3	0.3
Nordic Group	158.4	17.5	5.5	7.6	1.0	1.5
Carimin Petroleum ⁽³⁾	73.3	7.8	3.8	6.1	0.7	0.7
Maximum			5.5	7.6	1.0	1.5
Minimum			3.8	6.1	0.3	0.3
Mean			4.6	6.9	0.7	0.9
Median			4.6	6.9	0.7	0.7

Page 22 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



	Revenue (1) (S\$m)	Net profit (1) (S\$m)	EV / EBITDA ratio (1)(2) (times)	P/E ratio (1) (times)	P/NAV ratio (1) (times)	P/NTA ratio (1) (times)
The Company (Based on Scheme Consideration)	51.9	2.1	7.8	59.1	1.1	1.1

Source: Bloomberg Finance L.P.

Notes:

- (1) The ratios are calculated based on the latest available last 12 months (“LTM”) results of the Project and Maintenance Services Comparable Companies as announced by the respective companies on or prior to the Latest Practicable Date.
- (2) For comparison purposes, the EBITDA adopted for the calculation of EV/EBITDA ratios are based on the profit before tax, adjusted for taxes, depreciation and amortisation, interest expense, interest income and share of results of joint ventures or associates, where applicable.
- (3) The revenue and net profits of Carimin Petroleum were calculated based on the average month-end exchange rates of RM1.00 to S\$0.2971 for the period from 1 April 2024 to 31 March 2025.

For illustrative purpose only, based on the above ratio analysis, we note that:

- (a) the P/E ratio, EV/EBITDA ratio and the P/NAV ratio of the Company as implied by the Scheme Consideration are above the range of the corresponding ratios of the Project and Maintenance Services Comparable Companies; and
- (b) the P/NTA ratio of the Company as implied by the Scheme Consideration is within the range and above both the median and the mean of the corresponding ratios of the Project and Maintenance Services Comparable Companies.

6.3.2 Contact Centre Services Comparable Companies

We had discussions with management about the suitability and reasonableness of the Contact Centre Services Comparable Companies. We wish to highlight that the Contact Centre Services Comparable Companies are not exhaustive and it should be noted that there may not be any listed company that is directly comparable to the Group in terms of location, business activities, customer base, size of operations, asset base, geographical markets, track record, financial performance, operating and financial leverage, future prospects, liquidity, quality of earnings, accounting policies, risk profile and other relevant criteria.

Comparison is made to companies listed on the regional bourses with Contact Centre Services business contributing more than 50% of its revenue for their last 12 months financial results (the “**Contact Centre Services Comparable Companies**”) to assess the valuation ratios of the Company implied by the Scheme Consideration versus the same ratios of the Contact Centre Services Comparable Companies.

Page 23 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



Similarly, the list of Contact Centre Services Comparable Companies is not exhaustive and none of the Contact Centre Services Comparable Companies is identical to the Group in terms of business activities, scale of operations, geographical markets, asset base, risk profile, track record, future prospects and other relevant criteria. Comparisons may also be affected, *inter alia*, by differences in the accounting policies adopted by companies from various countries. Our analysis has not adjusted for such differences. In view of the above, it should be noted that any comparison made with respect to the Contact Centre Services Comparable Companies merely serves as an illustration and that the conclusions drawn from the comparisons may not necessarily reflect the perceived market valuation of the Company as at the Latest Practicable Date.

We set out in the table below the list of Contact Centre Services Comparable Companies, together with a brief description of their business activities:

Names	Listing location	Brief business description	Market capitalisation as at the Latest Practicable Date ⁽¹⁾ (S\$ million)
Scicom (MSC) Bhd ("Scicom")	Malaysia	Scicom offers customer service outsourcing services. The company operates customer call centers.	92.7
HyosungITX Co Ltd ⁽²⁾ ("HyosungITX")	Korea	HyosungITX, a call center outsourcing service company, sets up call centers and provides customer relationship management, consulting, and training services for various companies. The company provides contents delivery network services. HyosungITX also imports and sells projectors.	160.0
Esense Human Resources Szolgaltato Nyrt ⁽³⁾ ("Esense")	Budapest	Esense operates as a call centre company. The company offers telephone sales and customer care services. Esense serves customers in Hungary.	33.1

Source: Bloomberg Finance L.P.

Notes:

- (1) Market capitalisation of Contact Centre Services Comparable Companies are based on their respective closing prices as at the Latest Practicable Date.
- (2) Based on the closing exchange rate of KRW100 to S\$0.0940 as at the Latest Practicable Date.
- (3) Based on the closing exchange rate of HUF100 to S\$0.3702 as at the Latest Practicable Date.

Page 24 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



We set out in the table below the valuation ratios of the Contact Centre Services Comparable Companies as at the Latest Practicable Date:

	Revenue ⁽¹⁾ (S\$'m)	Net profit ⁽¹⁾ (S\$'m)	EV / EBITDA ratio ⁽¹⁾⁽²⁾ (times)	P/E ratio ⁽¹⁾ (times)	P/NAV ratio ⁽¹⁾ (times)	P/NTA ratio ⁽¹⁾ (times)
Scicom ⁽⁴⁾	58.4	6.0	6.8	15.3	2.7	3.0
HyosungITX ⁽³⁾	482.1	11.1	162.8	14.7	2.4	2.6
Esense ⁽⁴⁾	21.7	2.0	11.2	17.1	6.1	7.7
Maximum			162.8	17.1	6.1	7.7
Minimum			6.8	14.7	2.4	2.6
Mean			60.2	15.7	3.7	4.4
Median			11.2	15.3	2.7	3.0
The Company (Based on Scheme Consideration)	51.9	2.1	7.8	59.1	1.1	1.1

Source: Bloomberg Finance L.P..

Notes:

- (1) The ratios are calculated based on the latest available last 12 months ("LTM") results of the Contact Centre Services Comparable Companies as announced by the respective companies on or prior to the Latest Practicable Date.
- (2) For comparison purposes, the EBITDA adopted for the calculation of EV/EBITDA ratio are based on the the profit before tax, adjusted for taxes, depreciation and amortisation, interest expense, interest income and share of results of joint ventures or associates, where applicable.
- (3) The revenue and net profits of HyosungITX were calculated based on the average month-end exchange rates of KRW100 to S\$0.0961 for the period from 1 April 2024 to 31 March 2025.
- (4) The revenue and net profits of Esense were calculated based on the average month-end exchange rates of HUF100 to S\$0.3733 for the period from 1 January 2024 to 31 December 2024.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



For illustrative purpose only, based on the above ratio analysis, we note that:

- (a) the P/E ratio of the Company as implied by the Scheme Consideration is above the range of the corresponding ratios of the Contact Centre Services Comparable Companies;
- (b) the EV/EBITDA ratio of the Company as implied by the Scheme Consideration is within the range but below the mean and median of the corresponding EV/EBITDA ratio of the Contact Centre Services Comparable Companies; and
- (c) the P/NAV and the P/NTA ratios of the Company as implied by the Scheme Consideration are below the range of the corresponding P/NAV and P/NTA ratios of the Contact Centre Services Comparable Companies. We wish to highlight that the NAV of the Group's Contact Centre Services represents only 11.2% of the Group's NAV as at 31 March 2025. Accordingly, the P/NAV and P/NTA ratios of the Contact Centre Services Comparable Companies are not meaningful and are set out for Shareholders' reference only.

6.4 COMPARISON WITH RECENT COMPLETED PRIVATISATION TRANSACTIONS FOR COMPANIES LISTED ON THE SGX-ST

Upon the Scheme becoming effective and binding, the entire issued share capital of the Company will be owned by the Offeror and the Company will be subsequently delisted from the Official List of the SGX-ST. In assessing the Scheme Consideration, we have compared the terms of the Scheme with those of selected successful privatisation transactions that were announced and completed since January 2022 and up to the Latest Practicable Date, which were carried out either by way of voluntary delisting exit offers under Rule 1307 of the Listing Manual, offers being made by way of a scheme of arrangement under Section 210 of the Companies Act, or general takeover offers under the Code where the offeror has stated its intentions to delist the listed company from the SGX-ST ("**Recent Privatisation Transactions**").

This analysis serves as a general indication of the relevant premium/discount that the offerors had paid in order to privatise the target companies without having regard to their specific industry characteristics or other considerations, and the comparison sets out the premium or discount represented by each of the respective offer prices to the last transacted prices and VWAPs prior to the announcement of the respective Recent Privatisation Transactions.

We wish to highlight that the premium that an offeror pays in any particular takeover depends on various factors such as the potential synergy that the offeror can gain by acquiring the target, the presence of competing bids for the target, prevailing market conditions and sentiments, attractiveness and profile of the target's business and assets, size of consideration and existing and desired level of control in the target. The comparison below is made without taking into consideration the underlying liquidity of the shares and the performance of the shares of the relevant companies below. Further, the list of target companies involved in Recent Privatisation Transactions set out in the analysis below are not directly comparable with the Group in terms of size of operations, market capitalisation, business activities, asset base, geographical spread, track record, accounting policy, financial performance, operating and financial leverage, future prospects and other relevant criteria. Hence, the comparison of the Scheme with the Recent Privatisation Transactions set out below is for illustration purposes only. Conclusions drawn from the comparisons made may not reflect any perceived market valuation of the Group.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



			Premium / (Discount) of offer price over/(to):				Offer price-to-NAV / RNAV ⁽²⁾ (times)
			Last transacted price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	
PEC Ltd	17-Feb-25	SOA	12.8	23.5	28.6	30.6	0.9
Japfa Ltd	24-Jan-25	SOA	34.8	39.0	51.2	70.3	1.1
5E Resources Limited	25-Oct-24	SOA	22.6	22.2	21.8	26.6	1.6
Dyna-Mac Holdings Ltd	11-Sep-24	VCCO	35.4	18.6	27.4	44.4	5.88
Silverlake Axis Ltd	26-Aug-24	VUO	20.0	27.7	25.0	31.9	2.77
Second Chance Properties Ltd	10-Jul-24	VGO	39.5	40.9	37.0	33.3	1.0
RE&S Holdings Limited	19-May-24	SOA	56.5	65.1	50.0	45.2	1.9
Isetan (Singapore) Limited	01-Apr-24	SOA	153.5	173.5	171.1	168.9	0.7
Best World International Limited	22-Mar-24	VD	46.3	47.1	46.3	48.8	1.9
Boustead Projects Limited	14-Nov-23	DD	23.6	51.1	50.1	45.9	0.6
Healthway Medical Corporation Limited	03-Jul-23	VD	45.5	45.0	44.1	39.9	1.1
LHN Logistics Limited	04-Jun-23	VGO	34.9	35.7	39.0	44.3	2.0
Sysma Holdings Limited	01-Jun-23	VGO	34.4	39.8	34.2	30.5	0.7
Challenger Technologies Limited	30-May-23	VGO	9.1	10.5	11.9	14.3	1.5
Lian Beng Group Ltd	11-Apr-23	VGO	19.3	27.0	28.5	29.9	0.4
Global Palm Resources Holdings Limited	29-Mar-23	VGO	93.8	86.6	70.1	70.1	0.8
G. K. Goh Holdings Limited	28-Feb-23	VGO	38.5	38.8	39.2	37.6	1.0

Page 27 of 36

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APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



			Premium / (Discount) of offer price over/(to):				Offer price-to-NAV / RNAV ⁽²⁾ (times)
			Last transacted price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	
Global Dragon Limited	10-Feb-23	VGO	14.3	15.4	22.4	17.6	0.7
Chip Eng Seng Corporation Ltd.	24-Nov-22	MGO	5.6	13.1	26.5	33.7	0.6
Golden Energy and Resources Limited	09-Nov-22	VD	15.8	23.0	44.6	48.3	4.5
Colex Holdings Limited	17-Oct-22	SOA	25.0	13.9	13.3	(14.5)	1.6
Informatics Education Limited	17-Oct-22	DD	37.5	8.9	4.8	(6.0)	Negative
Asian Healthcare Specialists Limited	06-Oct-22	VGO	17.5	18.3	21.3	22.3	2.1
MS Holdings Limited	03-Oct-22	VGO	16.7	NIL. No trading for one month	25.2	25.5	0.5
Moya Holdings Asia Limited	14-Sep-22	VD	41.5	43.8	48.4	48.4	1.4
Singapore Medical Group Limited	13-Sep-22	VGO	23.1	28.1	28.9	25.8	1.1
Memories Group Ltd	12-Sep-22	VD	34.3	67.3	72.2	74.7	1.0
Silkroad Nickel Ltd	09-Sep-22	VGO	2.4	5.4	5.1	(5.5)	5.1
SP Corporation Limited	20-Aug-22	SOA	169.5	163.7	162.8	156.9	1.0
GYP Properties Limited	09-Jul-22	VGO	34.2	37.9	33.3	28.2	0.7
Allied Technologies Limited	17-Jun-22	VGO	Suspended for trading since May 2019				0.4
T T J Holdings Limited	20-May-22	VGO	36.1	33.6	28.8	28.0	0.6
Hwa Hong Corporation Limited	17-May-22	VGO	37.9	36.1	32.0	22.0	0.8

Page 28 of 36

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APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



			Premium / (Discount) of offer price over/(to):				Offer price-to-NAV / RNAV ⁽²⁾ (times)
	Date of announcement	Type ⁽¹⁾	Last transacted price (%)	1-month VWAP (%)	3-month VWAP (%)	6-month VWAP (%)	
Excelpoint Technology Limited	13-Apr-22	SOA	21.4	36.6	31.3	45.9	1.6
Singapore O & G Ltd	07-Mar-22	VGO	18.0	14.8	12.2	11.3	3.6
Shinvest Holding Ltd.	16-Feb-22	VGO	12.9	8.5	10.2	10.1	0.7
Maximum			169.5	173.5	171.1	168.9	5.9
Minimum			2.4	5.4	4.8	(14.5)	0.4
Mean			36.7	40.0	40.0	39.6	1.5
Median			34.2	34.6	31.3	31.9	1.0
The Company (Based on Scheme Consideration and the RNAV)	9-Dec-24	SOA	34.2	41.8	46.7	44.7	1.0

Notes:

- (1) VGO – Voluntary General Offer, VD – Voluntary Delisting, MGO – Mandatory General Offer, SOA – Scheme of Arrangement.
- (2) Based on the NAV per share or adjusted NAV or RNAV per share, where available, as published in the independent financial adviser's letter set out in respective circular or scheme document of the offeree companies.

Based on the above, we note that:

- (a) the premium of the Scheme Consideration over the VWAP of the Shares for the 1-month, 3-month and 6-month periods prior to the Joint Announcement Date are within the range and higher than the corresponding mean and median premium of Recent Privatisation Transactions;
- (b) the premium of the Scheme Consideration over the last transacted price of the Shares prior to the Joint Announcement Date is within the range, equivalent to the median but below the mean corresponding ratio of Recent Privatisation Transactions; and

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



- (c) the P/RNAV ratio of the Company implied by the Scheme Consideration is within the range, equivalent to the median but below the mean P/NAV or P/RNAV ratios of the Recent Privatisation Transactions.

6.5 FINANCIAL PERFORMANCE OF THE GROUP

We summarise the consolidated financial results of the Group for the Period under Review as follows:

S\$'000	FY2022 Audited	FY2023 Audited	FY2024 Audited	9M2024 Unaudited	9M2025 Unaudited
Revenue	82,539	68,617	54,348	43,139	40,687
Gross profit	54,908	37,558	30,373	24,317	21,517
Profit before income tax	13,260	4,099	274	2,567	5,254
Profit / (loss) for the year/period attributable to equity holders of the Company	9,933	4,289	(143)	2,335	4,585

Source: Annual reports and announcements of the Company.

We note that the Group has reported decreasing revenues from FY2022 through FY2024. As set out in paragraph 5.2 of this IFA Letter, the decrease in the Group's revenue for the above-mentioned period can be attributed to the decreased in the revenue from the Contact Centre Services which decreased from S\$34.6 million in FY2022 to S\$19.7 million in FY2023 and further decreased to S\$14.0 million in FY2024. The Group's Contact Centre Services also reported lower revenue of S\$8.4 million for 9M2025 as compared to S\$10.9 million for 9M2024. The Group's Project and Maintenance Services also reported lower revenue of S\$40.3 million in FY2024 as compared to S\$48.9 million in FY2023 and its revenue for 9M2025 was also slightly lower at S\$32.26 million as compared to S\$32.27 million for 1H2024.

However, despite the lower revenue for 9M2025, the Group recorded a higher net profit attributable of S\$4.6 million in 9M2025 as compared to S\$2.3 million in 9M2024. This was due mainly to (a) higher other income (including higher interest income from bank deposits and higher gain on disposal of property, plant and equipment) in 9M2025 of S\$2.5 million as compared to S\$1.8 million in 9M2024; and (b) lower operating expenses of S\$20.4 million for 9M2025 as compared to S\$25.2 million for 9M2024 as the Group had lower manpower related costs for 9M2025.

6.5.1 P/E ratio of the Company implied by the Scheme Consideration

Based on the Scheme Consideration and the net profit attributable to equity holders of the Company of S\$2.1 million for the last 12 months ended 31 March 2025, the P/E ratio of the Company implied by the Scheme Consideration is 59.1 times.

6.5.2 EV/EBITDA ratio of the Company implied by the Scheme Consideration

As the Group had significant cash and cash equivalent balance as at 31 March 2025, the Group's EV after adding the Group's lease liabilities and deducting the Group's cash and cash equivalent from the market capitalisation implied by the Scheme Consideration was only S\$54.2 million.

Page 30 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



Based on the EBITDA of the Group of S\$7.0 million for the last 12 months ended 31 March 2025, the EV/EBITDA ratio of the Company implied by the Scheme Consideration is 7.8 times.

6.5.3 Outlook of the Group

The Company provided a commentary on its outlook in the announcement of its unaudited financial results for 9M2025. Certain extracts have been reproduced in italics below:

“The global economic and political uncertainties remain. Such global developments as well as the US tariffs are expected to affect the Singapore economy although the extent of the impact on the industries which we operate in remains to be seen. Furthermore, the oil and gas industry in which the Group mainly operates is sensitive to key market players’ strategic decisions in response to these and other relevant factors. Amidst these conditions and keen competition faced, the Group will continue to manage its operations and control costs judiciously.”

6.6 DIVIDEND TRACK RECORD OF THE COMPANY

As the Company did not declare any dividend in respect of FY2024, we set out the dividend track record of the Company for its past five completed financial years for the Shareholders’ reference as follows:

	FY2020	FY2021	FY2022	FY2023	FY2024
Dividends per Share declared in respect of each financial year (Singapore cents)	Nil	6.0	7.0	2.0	Nil
Average share price ⁽¹⁾ (S\$)	Not applicable	0.47	0.49	0.43	Not applicable
Dividend yield ⁽²⁾ (%)	Not applicable	12.8	14.3	4.7	Not applicable

Source: Bloomberg Finance L.P. and Company’s announcements

Notes:

- (1) Based on the average daily closing prices of the Shares for each respective financial year.
- (2) Computed based on dividends per Share divided by the average share price.

We understand from management that the Company does not have a fixed dividend policy. Nonetheless, we note that the Company has declared dividends from FY2021 to FY2023 with dividends per Share ranging between 2.0 Singapore cents and 7.0 Singapore cents per Share which translates to a dividend yield ranging between 4.7% and 14.3%. Shareholders may also wish to note that the above dividend yield included special dividends aggregating S\$9.1 million and S\$6.8 million for FY2021 and FY2022 respectively.

We wish to highlight that the above dividend analysis of the Company serves only as an illustrative guide and is not an indication of the Company’s future dividend policy. If the Scheme does not become effective, there is no assurance that the Company will continue to pay dividends in future and/or maintain the level of dividends paid in the past periods. If the Scheme becomes effective, the Company will be wholly-owned by the Offeror.

Page 31 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



6.7 ESTIMATED VALUE FOR THE SHARES

We have analysed the market prices of the Shares, the financial performance and financial position of the Group in the preceding paragraphs of this IFA Letter.

As set out in paragraph 6.1.2 of this IFA Letter, the average daily trading volumes of the Shares for all the periods prior to and including the Last Trading Day represent less than 0.20% of the free float.

Accordingly, we will be relying principally on the ratios of the Project and Maintenance Services Comparable Companies and Contact Centre Services Comparable Companies in our consideration of the estimated range of values of the Shares. Specifically, we have considered the mean and median EV/EBITDA ratios for the Project and Maintenance Services Comparable Companies and the P/E ratios for the Contact Centre Comparable Companies.

Based on the above, this implies that the valuation of the Company is between approximately S\$117.9 million and S\$118.7 million.

Based on the existing share capital of 226,241,195 Shares, this translates to approximately S\$0.52 for each Share.

The Scheme Consideration is higher than the estimated value of the Shares as set out above.

6.8 OTHER CONSIDERATIONS

(a) Rationale for the Acquisition and future plans for the Company

The Offeror's rationale for the Acquisition for the Company is set out in Paragraph 4 of the Letter from the Offeror to the Eligible Shareholders and also in paragraph 3.4 of this IFA Letter. We set out the salient points as follows:

- (i) a privatisation confers greater management flexibility to navigate a challenging operating environment;
- (ii) an opportunity for the Eligible Shareholders of the Company to realise their investment in the Shares at a premium over historical trading prices of the Shares without incurring brokerage fees;
- (iii) an opportunity for Eligible Shareholders to fully exit their investment that is otherwise difficult due to the low liquidity of the Eligible Shares; and
- (iv) eliminates the Company's costs of maintaining listing status.

The Offeror had also set out its future intentions for the Company in paragraph 7 of the Letter from the Offeror to the Eligible Shareholders which we set out below in *italics*:

There is presently no intention by the Offeror to (a) introduce any major changes to the business of the Company, (b) dispose of, sell or re-deploy the fixed assets of the Company, or (c) discontinue the employment of the employees of the Company, save in the ordinary course of business.

Page 32 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



The board of directors of the Offeror retains and reserves the right and flexibility at any time after the completion of the Scheme to consider or pursue any options in relation to the Company which may present themselves and which the board of directors of the Offeror (at such time) may regard to be in the interest of the Company, while also taking into account the interests of the various stakeholders of the Company."

(b) Deeds of Undertaking

As at the Latest Practicable Date, the Excluded Shareholders have each given the Deeds of Undertaking to the Offeror and the Company in respect of their collective interests of 201,225,610 Shares, representing approximately 88.94% of all the Shares.

(c) Effect of the Scheme

Upon the Scheme becoming effective and binding, the entire issued share capital of the Company will be owned by the Offeror. The SGX-ST had on 21 May 2025 advised that it has in principle no objection to the delisting of the Company from the Official List of the SGX-ST, subject to the SGX-ST's conditions, as set out in Paragraph 11 of the Explanatory Statement on page 44 of the Scheme Document, being fulfilled.

When the Scheme becomes effective, it will be binding on all Shareholders, whether or not they have attended or voted at the Court Meeting, and if they have attended and voted, whether or not they have voted in favour of the Scheme.

Shareholders should note that by voting for the Scheme, Shareholders are agreeing to the Offeror acquiring or consolidating effective control of the Company without having to make a general offer for the Company.

(d) No alternative offer

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

Apart from the above, any potential third party may also be discouraged from making a competing offer for the Company at a price higher than the Scheme Consideration in view of the Deeds of Undertakings. In addition, we note that the market price of the Shares had not traded above the Scheme Consideration since 29 October 2021 to the Latest Practicable Date and hence the Scheme Consideration is, as at the Latest Practicable Date, the highest exit offer price for Shareholders.

(e) No necessity for listing status

We note that the Company has not carried out any corporate exercise to raise funds from the equity markets since 2014. The Company has also confirmed that it does not intend to carry out any such corporate exercise in the near future and therefore does not see a need to maintain its listing status to have such access.

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



7. OUR ADVICE

7.1 “FAIRNESS” OF THE SCHEME

We set out below a summary of the key factors we have taken into our consideration when assessing the “fairness” of the Scheme:

7.1.1 Factors for the Scheme

The following factors substantiate the “fairness” of the Scheme:

- (a) the Scheme Consideration is higher than the highest trading price of the Shares for all the periods prior to and including the Last Trading Day as set out in the table in paragraph 6.1.2 of this IFA Letter;
- (b) the Scheme Consideration represents premia to the VWAPs of the Shares for the periods prior to and including the Last Trading Day up to the Latest Practicable Date as set out in paragraph 6.1.2 of this IFA Letter;
- (c) the Scheme Consideration represents a premium of 0.92% to the VWAP of the Shares on 18 June 2025, being the last trading day where Shares were traded before the Latest Practicable Date;
- (d) the P/E ratio, EV/EBITDA ratio and the P/NAV ratio of the Company implied by the Scheme Consideration are higher than the range of the corresponding ratios of the Project and Maintenance Services Comparable Companies as set out in paragraph 6.3.1 of this IFA Letter;
- (e) the P/NTA ratio of the Company as implied by the Scheme Consideration are within the range and above both the median and the mean P/NTA ratios of the Project and Maintenance Services Comparable Companies respectively as set out in paragraph 6.3.1 of this IFA Letter;
- (f) the premium of the Scheme Consideration over the VWAP of the Shares for the 1-month, 3-month and 6-month periods prior to the Joint Announcement Date are within the range and higher than the corresponding mean and median premium of Recent Privatisation Transactions; and
- (g) the Scheme Consideration is higher than the estimated value of the Shares as set out in paragraph 6.7 of this IFA Letter.

7.1.2 Factors against the Scheme

The following factors undermine the “fairness” of the Scheme:

- (a) the premium of the Scheme Consideration over the last transacted price of the Shares prior to the Joint Announcement Date is within the range, same as the mean but below the median of the corresponding ratio of Recent Privatisation Transactions; and
- (b) the P/RNAV ratio of the Company implied by the Scheme Consideration, is within the range but below the mean P/NAV or P/RNAV ratios of the Recent Privatisation Transactions.

Page 34 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



7.2 “REASONABLENESS” OF THE SCHEME

We set out below a summary of the key factors we have taken into our consideration when assessing the “reasonableness” of the Scheme:

7.2.1 Factors for the Scheme

The following factors substantiate the “reasonableness” of the Scheme:

- (a) while the highest closing price of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date did not exceed the Scheme Consideration, the VWAP of the Shares and the average daily trading volume of the Shares for the period after the Joint Announcement Date up to the Latest Practicable Date are significantly higher than the VWAPs of the Shares and the average daily trading volume of the Shares for the periods prior to the Joint Announcement Date as set out in paragraph 6.1.2 of this IFA Letter. This implies that the market prices of the Shares have been supported by the Scheme. Shareholders should note that there is no assurance that the market prices and trading volumes of the Shares will maintain at the level for the period after the Joint Announcement Date up to the Latest Practicable Date, if does not become effective;
- (b) the Group had reported decreasing revenues on a year-on-year basis during the Period under Review as set out in paragraph 6.5 of this IFA Letter; and
- (d) the other considerations set out in paragraph 6.8 of this IFA Letter.

7.2.2 Factors against the Scheme

The following factor undermines the “reasonableness” of the Scheme:

- (a) while the Company does not have a fixed dividend policy, it had declared and paid dividends between FY2021 and FY2023 with annualised dividend yields of between 4.7% and 14.3%.

7.3 OUR OPINION

Accordingly, after taking into account the above factors, we are of the opinion as of the date hereof that on balance, the terms of the Scheme are fair and reasonable. Accordingly, we advise the Independent Directors to recommend Shareholders to vote in favour of the Scheme.

The Directors should also highlight to Shareholders that the Scheme, when it becomes effective, will be binding on all Shareholders, whether or not they have attended or voted at the Court Meeting, and if they have attended and voted, whether or not they have voted in favour of the Scheme.

In rendering the above advice, we have not given regard to the specific investment objectives, financial situation, tax position or particular needs and constraints of any individual Shareholder. As each individual Shareholder would have different investment objectives and profiles, we would advise that any individual Shareholder who may require specific advice in relation to his investment objectives or portfolio should consult his legal, financial, tax or other professional

Page 35 of 36

APPENDIX A – LETTER FROM THE IFA TO THE INDEPENDENT DIRECTORS ON THE SCHEME



adviser immediately. The Independent Directors should advise Shareholders that the opinion and advice of Xandar Capital should not be relied upon by any Shareholder as the sole basis for deciding whether or not to accept the Scheme, as the case may be.

This IFA Letter is addressed to the Independent Directors for their benefit, in connection with and for the purpose of their consideration of the terms of the Scheme, but the recommendation made by them to the Shareholders shall remain their responsibility. Whilst a copy of this IFA Letter may be reproduced in the Scheme Document, neither the Company nor the Directors may reproduce, disseminate or quote this IFA Letter (or any part thereof) for any other purpose at any time and in any manner without the prior written consent of Xandar Capital in each specific case.

This opinion 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 truly
For and on behalf of
XANDAR CAPITAL PTE. LTD.

LOO CHIN KEONG
EXECUTIVE DIRECTOR

PAULINE SIM POI LIN
HEAD OF CORPORATE FINANCE

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

CHENG INVESTMENT MANAGEMENT PTE. LTD.

(Company Registration No. 202426377G)
(Incorporated in the Republic of Singapore)

1 July 2025

To: The Eligible Shareholders of Hai Leck Holdings Limited

Dear Sir/Madam

PROPOSED ACQUISITION BY CHENG INVESTMENT MANAGEMENT PTE. LTD. OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED (OTHER THAN THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT

1. INTRODUCTION

- 1.1 Acquisition.** On 9 December 2024 (the “**Joint Announcement Date**”), Cheng Investment Management Pte. Ltd. (the “**Offeror**”) and Hai Leck Holdings Limited (the “**Company**”) made a joint announcement (the “**Joint Announcement**”) in relation to the proposed acquisition (the “**Acquisition**”) of all the issued ordinary shares in the capital of the Company (the “**Shares**”), other than the (a) Shares directly held by Mr. Cheng Buck Poh @ Chng Bok Pok (“**Mr. Cheng**”) (the “**Mr. Cheng Direct Shares**”); (b) Shares directly held by Cheng Capital Holdings Pte. Ltd. (“**CCHPL**”, collectively with Mr. Cheng, the “**Excluded Shareholders**”) (the “**CCHPL Direct Shares**”); and (c) Shares held in treasury (the “**Treasury Shares**”, collectively with Mr. Cheng Direct Shares and CCHPL Direct Shares, the “**Excluded Shares**”) (the “**Eligible Shares**”) by the Offeror. The Acquisition will be effected by way of a scheme of arrangement (the “**Scheme**”) in accordance with Section 210 of the Companies Act 1967 of Singapore (the “**Companies Act**”) and the Singapore Code on Take-overs and Mergers (the “**Code**”).
- 1.2 The Offeror.** Further information relating to the Offeror is set out in paragraph 6 of this Offeror’s Letter.
- 1.3 Implementation Agreement.** In connection with the Acquisition, the Offeror and the Company (each, a “**Party**” and collectively, the “**Parties**”) had on the Joint Announcement Date entered into an implementation agreement (the “**Implementation Agreement**”) setting out the terms and conditions on which the Parties will implement the Scheme.
- 1.4 Supplemental Agreement.** As further time was required to satisfy the Scheme Conditions (as set out in **Appendix E (Scheme Conditions)** to the scheme document dated 1 July 2025 (the “**Scheme Document**”), including obtaining the relevant Regulatory Approvals for the Scheme Document, the respective boards of directors of the Offeror and the Company had on 27 May 2025 jointly announced that the Parties had on 27 May 2025 entered into a supplemental agreement to amend the Implementation Agreement (the “**Supplemental Agreement**”).

Pursuant to the Supplemental Agreement, the Cut-Off Date of the Implementation Agreement was extended for an additional four (4) months to 10 months from the date of the Implementation Agreement or such other date as may be agreed in writing by the Parties to the Implementation Agreement.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

- 1.5 Scheme Document.** This letter from the Offeror to the shareholders of the Eligible Shares (the “**Eligible Shareholders**”) should be read and construed together with, and in the context of, the Scheme Document issued by the Company to the Eligible Shareholders containing details of the Scheme. Unless otherwise stated, terms used but not defined in this Offeror’s Letter shall have the same meanings as defined in the Scheme Document.

If you are in any doubt about this Offeror’s Letter or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional advisers immediately.

2. THE SCHEME

2.1 The Acquisition. Under the Scheme:

- 2.1.1 all the Eligible Shares held by Eligible Shareholders, being persons who are registered as holders of the Eligible Shares in the register of members of the Company and depositors who have Eligible Shares entered against their names in the Depository Register as at a date and time to be announced by the Company on which the transfer books and the register of members of the Company will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme (the “**Record Date**”) will be transferred to the Offeror:

- (a) fully paid;
- (b) free from any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third-party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever (“**Encumbrances**”); and
- (c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares (collectively, the “**Distributions**”) on or after the Joint Announcement Date.

If any Distributions are announced, declared, paid or made by the Company to the Eligible Shareholders on or after the Joint Announcement Date, the Offeror reserves the right to reduce the Scheme Consideration payable to the Eligible Shareholders by the amount of such Distribution.

- 2.1.2 in consideration of the transfer of the Eligible Shares referred to in paragraph 2.1.1 above, each Eligible Shareholder as at the Record Date will be entitled to receive the Scheme Consideration of S\$0.55 in cash for each Eligible Share.

2.2 Scheme Consideration. Under the Scheme, the following Scheme Consideration will be offered:

S\$0.55 in cash for each Eligible Share.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

2.3 Scheme Conditions. The Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions, which are set out in **Appendix E (Scheme Conditions)** to this Scheme Document.

2.4 Effect of termination. In the event of termination of the Implementation Agreement by either the Offeror or the Company pursuant to the terms of the Implementation Agreement:

- (a) the Implementation Agreement shall cease to have any further force or effect (save for the surviving provisions); and
- (b) neither Party shall have any further liability or obligation to the other Party; but
- (c) such termination shall not prejudice the rights of either Party which have accrued or arisen prior to such termination, including, without limitation, any claim in respect of a breach of the Implementation Agreement.

Please refer to paragraph 7.2 of the Explanatory Statement for additional details on the termination rights under the Implementation Agreement.

2.5 Effect of Scheme. If the Scheme becomes effective, it will be binding on all Shareholders, whether or not they were present in person or in proxy, or voted to approve the Scheme, at the Scheme Meeting.

3. DELISTING

3.1 Upon the Scheme becoming effective and binding in accordance with its terms and conditions, all the Eligible Shares will be transferred to the Offeror, and the Company will, subject to the approval of the SGX-ST, be delisted from the Official List of the SGX-ST.

3.2 Assuming that the Scheme is effective, upon completion of the Scheme, Mr. Cheng and CCHPL will retain their current direct shareholdings in the Company and the Offeror will acquire the Eligible Shares. For illustrative purposes, it is expected that the resultant shareholding interest in the Company post-Acquisition will be as follows:

	Percentage of Shares directly interested	Percentage of Shares deemed interested	Total interest
Offeror	11.06%	–	11.06%
Mr. Cheng	51.02%	48.98% ⁽¹⁾	100%
CCHPL	37.92%	–	37.92%

Note:

- (1) Mr. Cheng is deemed interested in the (a) Shares held by the Offeror as he is the sole shareholder of the Offeror; and (b) Shares held by CCHPL by virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

- 3.3** An application was made to seek approval-in-principle from the SGX-ST for the proposed delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding. The SGX-ST had, on 21 May 2025, advised that it has in principle no objection to the delisting of the Company from the Official List of the SGX-ST upon the Scheme becoming effective and binding in accordance with its terms, subject to the following conditions:
- (a) the Company's compliance with the SGX-ST's listing requirements;
 - (b) approval of the Scheme by a majority in number of Eligible Shareholders present and voting, either in person or by proxy, at the Scheme Meeting, such majority holding not less than three-fourths in value of the Shares voted at the Scheme Meeting;
 - (c) the IFA opining that the financial terms of the Scheme are both fair and reasonable; and
 - (d) the approval of the Scheme by the Court.
- 3.4** The decision of the SGX-ST is not an indication of the merits of the delisting of the Company from the Official List of the SGX-ST upon completion of the Scheme.

ELIGIBLE SHAREHOLDERS SHOULD NOTE THAT BY VOTING IN FAVOUR OF THE SCHEME, THE SHARES WILL BE DELISTED FROM THE OFFICIAL LIST OF THE SGX-ST IF THE SCHEME BECOMES EFFECTIVE AND BINDING IN ACCORDANCE WITH ITS TERMS.

4. RATIONALE FOR THE ACQUISITION

4.1 A privatisation confers greater management flexibility to navigate a challenging operating environment

For the financial year ended 30 June 2024, the Company reported a net loss of S\$0.1 million, compared to a net profit of S\$4.3 million for the financial year ended 30 June 2023. The Company expects continued challenges and uncertainties in the business environment it operates in. The Offeror believes that the Acquisition and subsequent privatisation of the Company will allow the Offeror to dedicate focus and resources required to optimise the Company's operations and strategy as a wholly owned private subsidiary. As a wholly owned subsidiary, the Company will also have necessary flexibility to optimise its resources to focus on the longer-term strategies of the business.

4.2 Opportunity for the Eligible Shareholders of the Company to realise their investment

Opportunity for the holders of the Eligible Shares to realise their investment in the Shares at a premium over historical trading prices of the Shares without incurring brokerage fees

The Acquisition represents an opportunity for the Eligible Shareholders to realise their entire investment in the Shares at a premium over the prevailing trading prices of the Shares without incurring brokerage and other trading costs, which may not otherwise be possible given the low trading liquidity of the Shares.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

	Description	Benchmark Price (\$\$) ⁽¹⁾	Premium of the Scheme Consideration over Benchmark Price (%) ⁽²⁾
(a)	Last traded price of the Shares on the SGX-ST on 3 December 2024 (being the last full market day on which the Shares were traded, prior to the Joint Announcement Date) (the “ Last Trading Day ”)	0.410	34.1
(b)	VWAP ⁽³⁾ of the Shares as transacted on the SGX-ST for the one (1)-month period up to and including the Last Trading Day	0.381	44.5
(c)	VWAP of the Shares as transacted on the SGX-ST for the three (3)-month period up to and including the Last Trading Day	0.365	50.7
(d)	VWAP of the Shares as transacted on the SGX-ST for the six (6)-month period up to and including the Last Trading Day	0.376	46.3
(e)	VWAP of the Shares as transacted on the SGX-ST for the 12-month period up to and including the Last Trading Day	0.366	50.1

Notes:

- (1) The benchmark prices are based on data extracted from S&P Capital IQ on the Last Trading Day rounded to the nearest three (3) decimal places.
- (2) The premiums over the benchmark price set out in this column are rounded to the nearest one (1) decimal place.
- (3) Being the volume-weighted average price of the Shares, which is calculated by using the total value over the total volume of Shares traded in the relevant period prior to and including the Last Trading Day.

Opportunity for Eligible Shareholders to fully exit their investment that is otherwise difficult due to the low liquidity of the Eligible Shares

The Offeror believes the Acquisition to be an opportunity for the Eligible Shareholders to achieve full liquidity on their investment in the Company. The Shares of the Company have had highly limited trading liquidity in the market, with average daily trading volumes of approximately 15,841, 7,994, 6,473 and 5,616 Shares over the last one (1)-month, three (3)-month, six (6)-month and 12-month periods respectively, up to and including on the Last Trading Day. These represent only 0.007%, 0.004%, 0.003% and 0.002% of the total number of Shares as at the Joint Announcement Date, respectively.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

The Scheme therefore provides Eligible Shareholders who may find it difficult to exit the Company as a result of the low trading volume in Shares with an opportunity to liquidate and realise their investment in the Shares at a premium to the prevailing market prices which would otherwise not be available given the low trading liquidity.

4.3 Costs of maintaining listing status

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements. In the event that the Company is delisted from the SGX-ST, the Company will be able to save on expenses and costs relating to the maintenance of its listed status and channel such resources to its business operations in the challenging operating environment.

Further, the Company has not carried out any corporate exercise to raise funds from the equity markets since 2014. The Company does not intend to carry out any such corporate exercise in the near future and therefore does not see a need to maintain its listing status to have such access.

5. DEEDS OF UNDERTAKING

5.1 Deeds of Undertaking. Each of the Excluded Shareholders, being Mr. Cheng and CCHPL, has given an undertaking to the Offeror and the Company (collectively, the “**Deeds of Undertaking**”) pursuant to which each Excluded Shareholder has, among others, agreed and confirmed:

- (a) his/its acceptance of the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement (specifically that the Acquisition by way of the Scheme shall not be extended to the Excluded Shares); and
- (b) that he/it will not dissent from the terms and conditions of the Acquisition and the Scheme as set out in the Implementation Agreement, in any application for the grant of orders of the Court¹ in relation to the Scheme and/or at any hearings of the Court in respect of the application to approve the Scheme.

As at the Latest Practicable Date, the Excluded Shareholders have each given the relevant Deeds of Undertaking to the Offeror and the Company in respect of their collective direct interests of 201,225,610 Shares, representing approximately 88.94% of all the Shares.

5.2 Termination of the Deeds of Undertaking. Each of the Excluded Shareholders obligations under the Deeds of Undertaking shall terminate and cease to have any effect if the Acquisition by way of the Scheme is terminated for any reason under the Implementation Agreement other than a breach of the obligations under the Deeds of Undertaking, provided that such termination and cessation shall be subject to the prior written confirmation of the Offeror and the Company.

¹ “**Court**” means the General Division of the High Court of the Republic of Singapore or, where applicable on appeal, the Appellate Division of the High Court of the Republic of Singapore or the Court of Appeal of the Republic of Singapore.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

5.3 Information on Mr. Cheng. Mr. Cheng is the founder, Executive Chairman and Chief Executive Officer of the Company. He is a director and the sole shareholder of the Offeror and a shareholder of CCHPL (a “**CCHPL Shareholder**”). As at the Latest Practicable Date, Mr. Cheng has a direct interest in 115,425,610 Shares and is deemed interested (through CCHPL)² in 85,800,000 Shares, representing approximately 51.02% and 37.92% of all the Shares (excluding any Treasury Shares), respectively.

5.4 Information on CCHPL. CCHPL is a private company limited by shares incorporated in Singapore on 18 October 2007 and its principal activity is that of investment holding. CCHPL has a direct interest in 85,800,000 Shares, representing approximately 37.92% of all the Shares (excluding any Treasury Shares) as at the Latest Practicable Date.

CCHPL is held by Mr. Cheng (31.68%), Mdm. Goo Guik Bing @ Goh Guik Bing (“**Mdm. Goo**”), the wife of Mr. Cheng (9.90%), and their children, Ms. Cheng Li Peng (6.93%), Ms. Cheng Li Chen (“**Ms. CLC**”) (14.85%), Ms. Cheng Li Hui (6.93%), Ms. Cheng Wee Ling (“**Ms. CWL**”) (14.85%) and Mr. Cheng Yao Tong (14.85%). Each of Mr. Cheng, Ms. Cheng Li Peng, Ms. CLC, Ms. Cheng Li Hui, Ms. CWL and Mr. Cheng Yao Tong is a director of CCHPL.

5.5 No other undertakings. Save for the Deeds of Undertaking, as at the Latest Practicable Date, none of (a) the Offeror and its directors; (b) the Company and its directors; and (c) CCHPL and its directors have received undertakings from any party to vote in favour of the Scheme.

5.6 Confirmation from the SIC. Pursuant to an application made by the Offeror and the Company to the SIC to seek certain rulings in relation to the Acquisition and the Scheme, the SIC has confirmed that the Deeds of Undertaking in relation to each of the Excluded Shareholders do not constitute special deals under Rule 10 of the Code.

6. INFORMATION RELATING TO THE OFFEROR

6.1 The Offeror is a private company limited by shares incorporated in Singapore on 1 July 2024. As at the date of this Offeror’s Letter:

- (a) the principal activity of the Offeror is that of investment holding, and it has not carried on any business since its incorporation, except in relation to matters in connection with the Acquisition and the Scheme;
- (b) the Offeror has an issued and paid-up capital of S\$1.00 comprising one (1) ordinary share;
- (c) Mr. Cheng is the sole shareholder of the Offeror. Mr. Cheng is the founder of the Group and is currently the Executive Chairman and Chief Executive Officer of the Company;
- (d) the directors of the Offeror are Mr. Cheng and Ms. CLC;

² By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

- (e) Ms. CLC is currently a director of the subsidiaries of the Company within the Group; and
- (f) the Offeror does not hold any Shares in the Company.

6.2 **Schedule A (*Information relating to the Offeror*)** to this Offeror's Letter sets out certain additional information relating to the Offeror.

7. FUTURE INTENTIONS FOR THE COMPANY

There is presently no intention by the Offeror to (a) introduce any major changes to the business of the Company, (b) dispose of, sell or re-deploy the fixed assets of the Company, or (c) discontinue the employment of the employees of the Company, save in the ordinary course of business.

The board of directors of the Offeror retains and reserves the right and flexibility at any time after the completion of the Scheme to consider or pursue any options in relation to the Company which may present themselves and which the board of directors of the Offeror (at such time) may regard to be in the interest of the Company, while also taking into account the interests of the various stakeholders of the Company.

8. DISCLOSURE OF INTERESTS

8.1 Holdings of and dealings in Eligible Shares. As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter, in particular, **Schedule B (*Disclosures*)** and **Schedule C (*General Information*)** to this Offeror's Letter), none of the Offeror and its concert parties:

- (a) owns, controls or has agreed to acquire any Shares, other securities which carry voting rights in the Company or convertible securities, warrants, options, awards or derivatives in respect of the Shares or securities which carry voting rights in the Company (collectively, the "**Company Securities**"); or
- (b) has dealt for value in any Company Securities during the three (3)-month period immediately preceding the Joint Announcement Date.

8.2 Other arrangements. As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter), none of the Offeror and its concert parties:

- (a) entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to any shares in the capital of the Offeror and/or any Company Securities which might be material to the Scheme, other than the Deeds of Undertaking;
- (b) received any irrevocable commitment from any party to approve or dissent to the Scheme, other than the Deeds of Undertaking; and
- (c) in relation to the Company Securities, granted a security interest to another person, whether through a charge, pledge or otherwise, borrowed from another person (excluding borrowed securities which have been on-lent or sold) or lent to another person.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

9. OVERSEAS ELIGIBLE SHAREHOLDERS

- 9.1 Overseas Eligible Shareholders.** The applicability of the Scheme to Eligible Shareholders whose addresses are outside Singapore, as shown on the Register of Members, or as the case may be, in the records of CDP (the “**Overseas Eligible Shareholders**”), may be affected by the laws of the relevant overseas jurisdictions. Accordingly, all Overseas Eligible Shareholders should inform themselves about, and observe, any applicable legal requirements in their own jurisdictions.

Where there are potential restrictions on sending this Scheme Document and any related documents to any overseas jurisdiction, the Offeror and/or the Company reserves the right not to send such documents to Eligible Shareholders in such overseas jurisdiction. For the avoidance of doubt, the Scheme is being proposed to all Eligible Shareholders (including Overseas Eligible Shareholders), including those to whom this Scheme Document and any related documents will not be, or may not be, sent, provided that this Scheme Document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful and the Scheme is not being proposed in any jurisdiction in which the introduction or implementation of the Scheme would not be in compliance with the laws of such jurisdiction.

Overseas Eligible Shareholders who are in doubt as to their positions should consult their own professional advisers in the relevant jurisdictions.

9.2 Copies of Scheme Document

The Constitution provides that any Shareholder whose registered address is outside Singapore and 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 any such notices or documents from the Company. Accordingly, the Offeror and the Company reserve the right not to send the Notice of Scheme Meeting, the Proxy Form and the Request Form to any Overseas Eligible Shareholder, including where there are potential restrictions on sending the Notice of Scheme Meeting, the Proxy Form and the Request Form to the relevant overseas jurisdiction. Hence, this Scheme Document and any related documents has not been and will not be sent to any Overseas Eligible Shareholder.

Electronic copies of this Scheme Document (together with the Notice of Scheme Meeting, the Proxy Form and the Request Form) have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company.

Eligible Shareholders may obtain printed copies of this Scheme Document depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of this Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

It is the responsibility of any Overseas Eligible Shareholder who wishes to request for this Scheme Document and any related documents to satisfy himself/herself/itself as to the full observance of the laws 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. In requesting for this Scheme Document and any related documents or participating in the Scheme, the Overseas Eligible Shareholder represents and warrants to the Offeror and the Company that he/she/it is in full observance of the laws of the relevant jurisdiction in that connection, and that he/she/it is in full compliance with all necessary formalities or legal requirements. **If any Overseas Eligible Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction.**

- 9.3 Notice.** The Offeror and the Company each reserves the right to notify any matter, including the fact that the Scheme has been proposed, to any or all Eligible Shareholders (including Overseas Eligible Shareholders) by announcement to the SGX-ST or paid advertisement in a daily newspaper published and circulated in Singapore, in which case such notice shall be deemed to have been sufficiently given notwithstanding any failure by any Eligible Shareholder (including any Overseas Eligible Shareholder) to receive or see such announcement or advertisement. For the avoidance of doubt, for as long as the Company remains listed on the SGX-ST, the Company will continue to notify all Eligible Shareholders (including Overseas Eligible Shareholders) of any matter relating to the Scheme by announcement via SGXNet.

Notwithstanding that any Overseas Eligible Shareholder may not receive the Notice of Scheme Meeting, they shall be bound by the Scheme if the Scheme becomes effective in accordance with its terms.

- 9.4 Foreign jurisdiction.** It is the responsibility of any Overseas Eligible Shareholder who wishes to participate in the Scheme to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection with the Scheme, including the obtaining of any governmental or other consent which may be required, and compliance with all necessary formalities or legal requirements. In participating in the Scheme, the Overseas Eligible Shareholder represents and warrants to the Offeror and the Company that he/she/it is in full observance of the laws of the relevant jurisdiction in that connection, and that he/she/it is in full compliance with the necessary formalities or legal requirements.

If any Overseas Eligible Shareholder is in any doubt about his/her/its position, he/she/it should consult his/her/its professional adviser in the relevant jurisdiction.

10. SETTLEMENT AND REGISTRATION PROCEDURES

Subject to the Scheme becoming effective and binding in accordance with its terms, the following settlement and registration procedures will apply:

- 10.1 Entitlements.** Entitlements to the Scheme Consideration will be determined on the basis of the Entitled Eligible Shareholders and their holdings of Eligible Shares appearing in the Register of Members or standing to the credit of their Securities Account (as the case may be) as at 5.00 p.m. on the Record Date.

Entitled Eligible Shareholders who have not already done so are requested to take the necessary action to ensure that the Eligible Shares owned by them are registered in their names with the Share Registrar or credited to their Securities Account (as the case may be) by 5.00 p.m. on the Record Date.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

10.2 Implementation. If the Court approves the Scheme, the Offeror and the Company will (subject to the satisfaction (or, where applicable, waiver) of all the Scheme Conditions in accordance with the Implementation Agreement on or before the Cut-Off Date) take the necessary steps to render the Scheme effective in accordance with its terms, and the following will be implemented:

10.2.1 the Eligible Shares held by the Entitled Eligible Shareholders will be transferred to the Offeror for the Scheme Consideration to be paid by the Offeror to the Entitled Eligible Shareholders for each Eligible Share transferred as follows:

(a) in the case of the Entitled Eligible Shareholders (not being Depositors), the Company shall authorise any person to execute or effect on behalf of all such Entitled Eligible Shareholders an instrument or instruction of transfer of all the Eligible Shares held by such Entitled Eligible Shareholders, and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled Eligible Shareholder; and

(b) in the case of the Entitled Eligible Shareholders (being Depositors), the Company shall instruct CDP, for and on behalf of such Entitled Eligible Shareholders, to debit, not later than seven (7) Business Days after the Effective Date, all the Eligible Shares standing to the credit of the Securities Account of such Entitled Eligible Shareholders and credit all of such Eligible Shares to the Securities Account of the Offeror or such Securities Account(s) as directed by the Offeror;

10.2.2 from the Effective Date, all existing share certificates relating to the Eligible Shares held by the Entitled Eligible Shareholders (not being Depositors) will cease to be evidence of title of the Eligible Shares represented thereby;

10.2.3 the Entitled Eligible Shareholders (not being Depositors) are required to forward their existing share certificates relating to their Eligible Shares to the Share Registrar, In.Corp Corporate Services Pte. Ltd., at 36 Robinson Road, #20-01, City House, Singapore 068877 as soon as possible, but not later than seven (7) Business Days after the Effective Date for cancellation; and

10.2.4 the Offeror shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the Eligible Shares set out in paragraph 10.2.1 of this Offeror's Letter, make payment of the aggregate Scheme Consideration payable on the transfer of the Eligible Shares pursuant to the Scheme to the Entitled Eligible Shareholders who are entitled to receive the Scheme Consideration for their Eligible Shares as follows:

(a) **Entitled Eligible Shareholders whose Eligible Shares are not deposited with CDP**

the Offeror shall pay each Entitled Eligible Shareholder (not being a Depositor) by sending a cheque for the aggregate Scheme Consideration payable to and made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such Entitled

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

Eligible Shareholder, or in the case of joint Entitled Eligible Shareholders, to the first-named Entitled Eligible Shareholder made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such joint Entitled Eligible Shareholders; and

(b) **Entitled Eligible Shareholders whose Eligible Shares are deposited with CDP**

the Offeror shall pay each Entitled Eligible Shareholder (being a Depositor) by making payment of the Scheme Consideration payable to such Entitled Eligible Shareholder to CDP. CDP shall:

- (i) in the case of an Entitled Eligible Shareholder (being a Depositor) who has registered for CDP's direct crediting service, credit the Scheme Consideration payable to such Entitled Eligible Shareholder, to the designated bank account of such Entitled Eligible Shareholder; and
- (ii) in the case of an Entitled Eligible Shareholder (being a Depositor) who has not registered for CDP's direct crediting service, credit the Scheme Consideration to such Entitled Eligible Shareholder's Cash Ledger and such Scheme Consideration shall be subject to the same terms and conditions as applicable to "*Cash Distributions*" under CDP's "*The Central Depository (Pte) Limited Operation of Securities Account with the Depository Terms and Conditions*" as amended, modified or supplemented from time to time, copies of which are available from CDP.

Assuming that the Scheme becomes effective and binding in accordance with its terms on 9 September 2025, the crediting by CDP of the Scheme Consideration into the designated bank accounts of the Entitled Eligible Shareholders as set out in paragraph 10.2.4(b)(i) of this Offeror's Letter (in the case of Entitled Eligible Shareholders being Depositors and who have registered with CDP for its direct crediting service), the crediting of the Scheme Consideration to the Cash Ledger of the Entitled Eligible Shareholders as set out in paragraph 10.2.4(b)(ii) of this Offeror's Letter (in the case of Entitled Eligible Shareholders being Depositors and who have not registered with CDP for its direct crediting service), or the posting of cheques for the Scheme Consideration as set out in paragraph 10.2.4(a) of this Offeror's Letter (in the case of the Entitled Eligible Shareholders not being Depositors), as the case may be, is expected to take place on or before 18 September 2025.

The encashment of any cheque or the crediting by CDP of the aggregate Scheme Consideration in such other manner as the Entitled Eligible Shareholder may have agreed with CDP for payment of any cash distributions as referred to in Clause 3.2 of **Appendix L (The Scheme)** to this Scheme Document shall be deemed as good discharge to the Offeror, the Company and CDP for the moneys represented thereby.

The despatch of payment by the Offeror to each Entitled Eligible Shareholder's address and or CDP (as the case may be) in accordance with the above shall discharge the Offeror from any liability in respect of those payments.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

10.3 Settlement. The procedures for settlement are more particularly described in paragraphs 12.2 and 14 of the Explanatory Statement.

11. GENERAL INFORMATION

Schedule C (*General Information*) to this Offeror's Letter sets out certain additional general information relating to the Scheme.

12. CONFIRMATION OF FINANCIAL RESOURCES

Icon Law LLC, being the legal adviser to the Offeror in connection with the Acquisition and the Scheme, confirms that sufficient financial resources are available to the Offeror to satisfy in full the aggregate Scheme Consideration payable by the Offeror for all the Eligible Shares to be acquired by the Offeror pursuant to the Scheme.

13. RESPONSIBILITY STATEMENT

The directors of the Offeror (including where they may have delegated detailed supervision of this Offeror's Letter) have taken all reasonable care to ensure that the facts stated and all opinions expressed in this Offeror's Letter (excluding information relating to the Company or any opinion expressed by the Company) are fair and accurate and that no material facts have been omitted from this Offeror's Letter, the omission of which would make any statement in this Offeror's Letter misleading.

Where any information has been extracted or reproduced from published or otherwise publicly available sources (including, without limitation, information in relation to the Company or the Group), the sole responsibility of the directors of the Offeror has been to ensure, through reasonable enquiries, that such information is accurately and correctly extracted from such sources or, as the case may be, accurately reflected or reproduced in this Offeror's Letter. The directors of the Offeror do not accept any responsibility for any information relating to the Company or any opinion expressed by the Company.

The directors of the Offeror accept full responsibility accordingly.

Yours faithfully

For and on behalf of

Cheng Investment Management Pte. Ltd.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

SCHEDULE A

INFORMATION RELATING TO THE OFFEROR

1. DIRECTORS OF THE OFFEROR

The relevant information of the directors of the Offeror as at the Latest Practicable Date is set out below:

Name	Address	Designation
Mr. Cheng	c/o 180 Clemenceau Avenue, #02-02 Haw Par Centre, Singapore 239922	Director
Ms. CLC	c/o 180 Clemenceau Avenue, #02-02 Haw Par Centre, Singapore 239922	Director

2. PRINCIPAL ACTIVITIES OF THE OFFEROR

The Offeror is a private company limited by shares incorporated in Singapore on 1 July 2024. Its principal activity is that of investment holding. The Offeror has not carried on any business since its incorporation, except in relation to matters in connection with the Acquisition and the Scheme.

As at the Latest Practicable Date, the Offeror has a total issued and paid-up capital of S\$1.00 comprising one (1) ordinary share.

3. FINANCIAL INFORMATION OF THE OFFEROR

As the Offeror has been incorporated on 1 July 2024, no financial statements of the Offeror have been prepared to date.

4. MATERIAL CHANGES IN FINANCIAL POSITION OF THE OFFEROR

Save for the Offeror making and financing the Offer, there have been no material changes to the financial position of the Offeror since its incorporation.

5. SIGNIFICANT ACCOUNTING POLICIES OF THE OFFEROR

As at the Latest Practicable Date, as no audited financial statements of the Offeror have been prepared since its incorporation, there are no significant accounting policies to be noted.

6. REGISTERED OFFICE

The registered office of the Offeror is at 180 Clemenceau Avenue, #02-02 Haw Par Centre, Singapore 239922.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

SCHEDULE B

DISCLOSURES

1. HOLDINGS IN COMPANY SECURITIES

Save as disclosed in the Scheme Document (including this Offeror's Letter, in particular, this **paragraph 1** of this **Schedule B**), as at the Latest Practicable Date, none of the Offeror and its concert parties owns, controls or has agreed to acquire any Company Securities.

	Direct		Deemed		Total	
	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾
The Offeror						
Cheng Investment Management Pte. Ltd.	–	–	–	–	–	–
The directors of the Offeror						
Mr. Cheng	115,425,610	51.02	85,800,000 ⁽²⁾	37.92 ⁽²⁾	201,225,610	88.94
Ms. CLC	–	–	–	–	–	–
Other concert parties						
Cheng Capital Holdings Pte. Ltd.	85,800,000	37.92	–	–	85,800,000	37.92
Ms. Cheng Li Peng	–	–	–	–	–	–
Ms. Cheng Li Hui	–	–	–	–	–	–
Ms. CWL	–	–	–	–	–	–
Mr. Cheng Yao Tong	–	–	–	–	–	–
Mdm. Goo	–	–	201,225,610 ⁽³⁾	88.94 ⁽³⁾	201,225,610 ⁽³⁾	88.94 ⁽³⁾

Notes:

- (1) The percentage shareholding interest referred to in this table is rounded to two (2) decimal places and is based on 226,241,195 Shares (which is the total issued and paid-up share capital of the Company, excluding 352,000 Treasury Shares). Any discrepancies in the figures included in this table between the amounts shown and the totals thereof are due to rounding. Accordingly, figures shown as totals in this table may not be an arithmetic aggregation of the figures that precede them.
- (2) By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.
- (3) Mdm. Goo is deemed to be interested in 85,800,000 Shares held by CCHPL by virtue of her husband, Mr. Cheng, holding more than 20% of the total issued and paid-up capital of CCHPL and 115,425,610 Shares held by her husband.

2. DEALINGS IN COMPANY SECURITIES

As at the Latest Practicable Date, none of the Offeror and its concert parties has dealt for value in the Company Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

3. IRREVOCABLE UNDERTAKINGS

As at the Latest Practicable Date, save for Deeds of Undertaking as set out in paragraph 5 of this Offeror's Letter, no person has given any undertaking to the Offeror or any persons acting in concert with the Offeror, to accept or reject the Offer.

4. SECURITY INTERESTS, BORROWING OR LENDING OF COMPANY SECURITIES

As at the Latest Practicable Date, none of the Offeror or any persons acting in concert with it has (a) granted a security interest over any Company Securities to another person, whether through a charge, pledge or otherwise; (b) borrowed from another person any Company Securities (excluding borrowed Company Securities which have been on-lent or sold); or (c) lent any Company Securities to another person.

5. ARRANGEMENTS OF THE KIND REFERRED TO IN NOTE 7 ON RULE 12 OF THE CODE

As at the Latest Practicable Date, save for the Deeds of Undertaking as set out in paragraph 5 of this Offeror's Letter, neither the Offeror nor any persons acting in concert with it has entered into any arrangement of the kind referred to in Note 7 on Rule 12 of the Code, including indemnity or option arrangements and any agreement or understanding, formal or informal, of whatever nature, relating to the Shares which may be an inducement to deal or refrain from dealing in the Shares.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

SCHEDULE C

GENERAL INFORMATION

1. SPECIAL ARRANGEMENTS

- 1.1. **No agreement having any connection with or dependence upon the Scheme.** As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter), there is no agreement, arrangement or understanding between (a) the Offeror or its concert parties; and (b) any of the current or recent directors of the Company or any of the current or recent Shareholders having any connection with or dependence upon the Scheme.
- 1.2. **Transfer of Eligible Shares.** As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter), there is no agreement, arrangement or understanding whereby any of the Eligible Shares acquired by the Offeror pursuant to the Scheme will be transferred to any other person. However, the Offeror reserves the right to direct or transfer any of the Eligible Shares to any of its related corporations.
- 1.3. **No payment or benefit to directors of the Company.** As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter), there is no agreement, arrangement or understanding between the Offeror and any director of the Company or of any of its related corporations (within the meaning of Section 6 of the Companies Act) for any payment or other benefit to be made or given to such director as compensation for loss of office or otherwise in connection with the Scheme.
- 1.4. **No agreement conditional upon outcome of the Scheme.** As at the Latest Practicable Date, save as disclosed in the Scheme Document (including this Offeror's Letter), there is no agreement, arrangement or understanding between the Offeror, on the one hand, and any director of the Company or any other person, on the other hand, in connection with or conditional upon the outcome of the Scheme or otherwise connected with the Scheme.

2. DISCLOSURES IN RELATION TO THE COMPANY

- 2.1. **Material changes in the financial position of the Company.** Save as disclosed in the Scheme Document (including this Offeror's Letter) and any other information on the Company which is publicly available (including without limitation, the announcements released by the Company on SGXNet), there have not been, to the knowledge of the Offeror, any material changes in the financial position or prospects of the Company since 30 June 2024, being the date of the last audited financial statements of the Company laid before the Shareholders in general meeting.
- 2.2. **Transfer restrictions.** The Constitution does not contain any restrictions on the right to transfer the Eligible Shares in connection with the Acquisition or the Scheme.

3. MARKET QUOTATIONS

- 3.1. **Closing prices.** The closing prices of the Shares on the SGX-ST, as reported by S&P Capital IQ, on (a) the Latest Practicable Date was S\$0.545 and (b) 3 December 2024 (being the Last Trading Day) was S\$0.410.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

The last transacted prices of the Shares on the SGX-ST on a monthly basis from commencing six (6) months prior to the Joint Announcement Date and ending on the Latest Practicable Date (as reported by S&P Capital IQ), and the corresponding premium based on the Scheme Consideration of S\$0.55 are set out below:

Date	Closing price (S\$) ⁽¹⁾	Premium based on the Scheme Consideration of S\$0.55 ⁽²⁾
June 2024	0.385	42.9%
July 2024	0.390	41.0%
August 2024	0.385	42.9%
September 2024	0.345	59.4%
October 2024	0.380	44.7%
November 2024	0.395	39.2%
3 December 2024 (Last Trading Day)	0.410	34.1%
December 2024	0.540	1.9%
January 2025	0.540	1.9%
February 2025	0.535	2.8%
March 2025	0.535	2.8%
April 2025	0.535	2.8%
May 2025	0.535	2.8%
24 June 2025 (Latest Practicable Date)	0.545	0.9%

Notes:

(1) Based on data extracted from S&P Capital IQ.

(2) For the purposes of the table above, all percentage figures are rounded to the nearest one (1) decimal place.

- 3.2. **Highest and lowest prices.** During the period commencing six (6) months prior to the Joint Announcement Date and ending on the Latest Practicable Date, the highest and lowest closing prices of the Shares on the SGX-ST, as reported by S&P Capital IQ and the corresponding premium based on the Scheme Consideration of S\$0.55 are set out below:

	Date	Price (S\$) ⁽¹⁾	Premium based on the Scheme Consideration of S\$0.55 ⁽²⁾
Highest closing price	9 December 2024	0.545	0.9%
Lowest closing price	6 September 2024	0.330	66.7%

Notes:

(1) Based on data extracted from S&P Capital IQ.

(2) For the purposes of the table above, all percentage figures are rounded to the nearest one (1) decimal place.

APPENDIX B – LETTER FROM THE OFFEROR TO THE ELIGIBLE SHAREHOLDERS

4. DOCUMENTS FOR INSPECTION

Copies of the following documents will be made available for inspection during normal business hours at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later:

- (a) the Implementation Agreement;
- (b) the Supplemental Agreement; and
- (c) the Deeds of Undertaking.

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APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

1. DIRECTORS

The names, addresses and descriptions of the directors of the Board, as at the Latest Practicable Date, are set out below:

Name	Address	Description
Mr. Cheng	c/o 47 Tuas View Circuit, Singapore 637357	Executive Chairman and Chief Executive Officer
Mr. Chua Keng Woon	c/o 47 Tuas View Circuit, Singapore 637357	Lead Independent Director
Ms. CWL	c/o 47 Tuas View Circuit, Singapore 637357	Executive Director
Mr. Lim Hui Kwan	c/o 47 Tuas View Circuit, Singapore 637357	Independent Director
Mr. Reuben Tan Wei Jer	c/o 47 Tuas View Circuit, Singapore 637357	Independent Director

2. PRINCIPAL ACTIVITIES

The Company was incorporated in Singapore on 12 September 1998 and was listed on the Mainboard of the SGX-ST on 28 August 2008. The business carried on by the Company includes providing project and maintenance services to the oil and gas and petrochemical industries and providing contact centre services.

3. SHARE CAPITAL

3.1. Shares

As at the Latest Practicable Date, there is only one class of shares in the Company being ordinary shares.

As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$65,402,412.83 comprising 226,241,195 Shares (excluding 352,000 Treasury Shares).

3.2. Rights of the Shareholders in respect of capital, dividends and voting

Selected texts of the constitution of the Company relating to the rights of the Shareholders in respect of capital, dividends and voting have been extracted and reproduced in **Appendix D (*Extracts from the Company's Constitution*)** to this Scheme Document.

3.3. Issue of new Shares

Since 30 June 2024, being the end of the last financial year of the Company, no new Shares have been issued by the Company.

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

3.4. Outstanding convertible instruments

As at the Latest Practicable Date, the Company has no outstanding instruments convertible into, rights to subscribe for, or options in respect of, Shares or which carry voting rights affecting the Shares.

4. FINANCIAL INFORMATION

4.1. Financial information of the Company

(a) Income statements

Set out below is certain financial information extracted from the annual reports of the Company for FY2022, FY2023 and FY2024, and the 9M2025 Unaudited Financial Statements.

The financial information for FY2022, FY2023 and FY2024 should be read in conjunction with the audited financial statements of the Company and the accompanying annual reports of the Company for FY2022, FY2023 and FY2024, respectively and the financial information for 9M2025 should be read in conjunction with the 9M2025 Unaudited Financial Statements and the accompanying notes as set out in the 9M2025 Unaudited Financial Statements.

(b) Selected financial information relating to income statements for FY2022, FY2023, FY2024 and 9M2025

	9M2025 (Unaudited) \$'000	FY2024 (Audited) \$'000	FY2023 (Audited) \$'000	FY2022 (Audited) \$'000
Revenue	40,687	54,348	68,617	82,539
Exceptional items	—	—	—	—
Profit before income tax	5,254	274	4,099	13,260
Total profit/(loss)	4,585	(143)	4,289	9,933
Profit/(loss) attributable to equity holders of the Company	4,585	(143)	4,289	9,933
Profit/(loss) attributable to non-controlling interests	—	—	—	—
Earnings/(loss) per share (cents)	2.0	(0.1)	1.9	4.4

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

Set out below is also a summary of the dividends per ordinary Share declared in respect of each of FY2022, FY2023 and FY2024 by the Company. Such information has also been extracted from the annual reports of the Company for FY2022, FY2023 and FY2024.

In respect of FY2024	
– Interim dividend	The Company did not propose any interim dividends.
– Final dividend	The Company did not propose any final dividends.
In respect of FY2023	
– Interim dividend	The Company did not propose any interim dividends.
– Final dividend	2.0 cents per ordinary share, tax exempt (one-tier).
In respect of FY2022	
– Interim dividend	2.0 cents per ordinary share, tax exempt (one-tier).
– Special dividend	3.0 cents per ordinary share, tax exempt (one-tier).
– Final dividend	2.0 cents per ordinary share, tax exempt (one-tier).

(c) **Statements of assets and liabilities of the Company as at FY2022, FY2023 and FY2024 and 9M2025**

	9M2025 (Unaudited) \$'000	FY2024 (Audited) \$'000	FY2023 (Audited) \$'000	FY2022 (Audited) \$'000
Non-current assets				
Property, plant and equipment	25,671	28,485	32,390	30,757
Right-of-use assets	3,047	3,004	3,610	4,422
Investment in joint venture	10,940	8,549	9,506	7,664
Intangible assets	174	240	376	471
Other receivables and deposits	88	16	209	227
Deferred tax assets	168	168	250	53
	<u>40,088</u>	<u>40,462</u>	<u>46,341</u>	<u>43,594</u>
Current assets				
Inventories	1,584	1,819	1,564	1,302
Trade receivables	10,233	11,481	17,312	20,084
Other receivables and deposits	560	813	885	937
Prepayments and advances to suppliers	1,147	698	834	780
Customer retention monies	188	24	168	3,996

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

	9M2025 (Unaudited) \$'000	FY2024 (Audited) \$'000	FY2023 (Audited) \$'000	FY2022 (Audited) \$'000
Contract assets	2,760	1,349	3,211	484
Fixed deposits pledged	–	–	–	1,134
Cash and cash equivalents	73,625	67,928	63,592	73,624
	90,097	84,112	87,566	102,341
Total assets	130,185	124,574	133,907	145,935
Current liabilities				
Trade and other payables	7,754	7,822	11,265	16,923
Contract liabilities	242	–	134	961
Provisions	469	571	646	1,497
Lease liabilities	386	516	652	888
Income tax payable	658	212	109	3,564
	9,509	9,121	12,806	23,833
Non-current liabilities				
Provisions	1,722	1,919	1,946	1,947
Lease liabilities	3,043	2,805	3,401	4,107
Deferred tax liabilities	622	622	656	534
	5,387	5,346	6,003	6,588
Total liabilities	14,896	14,467	18,809	30,421
Net assets	115,289	110,107	115,098	115,514
Equity attributable to equity holders of the Company				
Share capital	65,403	65,403	65,403	65,403
Treasury shares	(160)	(160)	(160)	(160)
Retained earnings	50,383	45,798	50,466	50,702
Foreign currency translation reserve	(337)	(934)	(611)	(431)
Total equity	115,289	110,107	115,098	115,514

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

4.2. Material changes in financial position

As at the Latest Practicable Date, save as disclosed in this Scheme Document and any other information on the Company which is publicly available (including without limitation, the announcements released by the Company on the SGXNet), there have been no material changes in the financial position of the Company since 30 June 2024, being the date of the last published audited financial statements of the Company.

4.3. Significant accounting policies

The significant accounting policies for the Company are set out in the notes to the Company's FY2024 Audited Financial Statements, which are set out in **Appendix H (FY2024 Audited Financial Statements of the Company)** to this Scheme Document.

4.4. Changes in accounting policies

The changes in the significant accounting policies for the Company are set out in the notes to the Company's FY2024 Audited Financial Statements in **Appendix H (FY2024 Audited Financial Statements of the Company)** to this Scheme Document. Save as aforesaid, as at the Latest Practicable Date, there are no changes in the accounting policies of the Company which will cause the figures disclosed in this paragraph 4 not to be comparable to a material extent.

5. DISCLOSURE OF INTERESTS

5.1. Holdings of Offeror Securities by the Company

As at the Latest Practicable Date, the Company does not own or control, and has not agreed to acquire any Offeror Securities.

5.2. Interests of directors of the Company in Offeror Securities

As at the Latest Practicable Date, save as disclosed below, none of the directors of the Company have any direct or indirect interests in the Offeror Securities.

Mr. Cheng is the sole shareholder of the Offeror, having a direct interest in one (1) ordinary share in the capital of the Offeror.

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

5.3. Interests of directors of the Company in Company Securities

As at the Latest Practicable Date, save as disclosed below and in this Scheme Document, none of the directors of the Company has any direct or indirect interests in the Company Securities.

Directors	Direct		Deemed		Total	
	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾
Mr. Cheng	115,425,610	51.02	85,800,000 ⁽²⁾	37.92 ⁽²⁾	201,225,610	88.94
Mr. Chua Keng Woon	1,035,650	0.46	–	–	1,035,650	0.46
Ms. CWL	–	–	–	–	–	–
Mr. Lim Hui Kwan	–	–	–	–	–	–
Mr. Reuben Tan Wei Jer	–	–	–	–	–	–

Notes:

- (1) The percentage shareholding interest referred to in this table is rounded to two (2) decimal places and is based on 226,241,195 Shares (which is the total issued and paid-up share capital of the Company, excluding 352,000 Treasury Shares). Any discrepancies in the figures included in this table between the amounts shown and the totals thereof are due to rounding. Accordingly, figures shown as totals in this table may not be an arithmetic aggregation of the figures that precede them.
- (2) By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.

5.4. Interests of substantial shareholders in Shares

As at the Latest Practicable Date, based on the Register of Substantial Shareholders maintained by the Company, the interests of the substantial shareholders of the Company in the Shares are set out below:

Name	Direct		Deemed		Total	
	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾	No. of Shares	Per cent. (%) ⁽¹⁾
CCHPL	85,800,000	37.92	–	–	85,800,000	37.92
Mr. Cheng	115,425,610	51.02	85,800,00 ⁽²⁾	37.92 ⁽²⁾	201,225,610	88.94
Mdm. Goo	–	–	201,225,610 ⁽³⁾	88.94 ⁽³⁾	201,225,610	88.94

Notes:

- (1) The percentage shareholding interest referred to in this table is rounded to two (2) decimal places and is based on 226,241,195 Shares (which is the total issued and paid-up share capital of the Company, excluding 352,000 Treasury Shares). Any discrepancies in the figures included in this table between the amounts shown and the totals thereof are due to rounding. Accordingly, figures shown as totals in this table may not be an arithmetic aggregation of the figures that precede them.
- (2) By virtue of Mr. Cheng holding more than 20% of the total issued and paid-up capital of CCHPL, Mr. Cheng is deemed to be interested in the 85,800,000 Shares held by CCHPL.
- (3) Mdm. Goo is deemed to be interested in the 85,800,000 Shares held by CCHPL by virtue of her husband, Mr. Cheng, holding more than 20% of the total issued and paid-up capital of CCHPL and 115,425,610 Shares held by her husband.

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

6. DEALINGS DISCLOSURE

6.1. Dealings in Offeror Securities by the Company

The Company has not dealt for value in the Offeror Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.2. Dealings in Offeror Securities by the directors of the Company

None of the directors of the Company has dealt for value in the Offeror Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

6.3. Dealings in Company Securities by the directors of the Company

None of the directors of the Company has dealt for value in the Company Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

7. INTERESTS OF THE INDEPENDENT FINANCIAL ADVISER

7.1. Interests of the IFA in Company Securities

As at the Latest Practicable Date, none of the IFA, its related corporations or funds whose investments are managed by the IFA or its related corporations on a discretionary basis, owns or controls any Company Securities.

7.2. Dealings in Company Securities by the IFA

None of the IFA, its related corporations or funds whose investments are managed by the IFA or its related corporations on a discretionary basis, has dealt for value in Company Securities during the period commencing three (3) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

8. ARRANGEMENT AFFECTING DIRECTORS

8.1. No payment or benefit to the directors of the Company

As at the Latest Practicable Date, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of the Company or to any director of any other corporation which, by virtue of Section 6 of the Companies Act, is deemed to be related to the Company as compensation for loss of office or otherwise in connection with the Scheme.

8.2. No agreement conditional upon outcome of the Scheme

As at the Latest Practicable Date, there is no agreement, arrangement or understanding made between any of the directors of the Company and any other person in connection with or conditional upon the outcome of the Scheme.

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

8.3. No material interest in material contracts

As at the Latest Practicable Date, save as disclosed in this Scheme Document (including the Offeror's Letter as set out in **Appendix B (*Letter from the Offeror to the Eligible Shareholders*)** to this Scheme Document), there are no material contracts entered into by the Offeror in which any director of the Company has a material personal interest, whether direct or indirect.

9. MATERIAL LITIGATION

As at the Latest Practicable Date:

- (a) the Company is not engaged in any material litigation or arbitration proceedings, as plaintiff or defendant, which might materially and adversely affect the financial position of the Company; and
- (b) the directors of the Company are not aware of any proceedings pending or threatened against the Company or of any facts likely to give rise to any proceedings which might materially and adversely affect the financial position of the Company.

10. GENERAL DISCLOSURE

10.1. Financial statements

The Company's FY2024 Audited Financial Statements is set out in **Appendix H (*FY2024 Audited Financial Statements of the Company*)** to this Scheme Document and the Company's 9M2025 Unaudited Financial Statements is set out in **Appendix I (*9M2025 Unaudited Financial Statements of the Company*)** to this Scheme Document.

10.2. Directors' service contracts

As at the Latest Practicable Date:

- (a) there are no service contracts between any of the directors or proposed directors of the Company with the Company which have more than 12 months to run and which cannot be terminated by the employing company within the next 12 months without paying any compensation; and
- (b) there are no such contracts entered into or amended during the period commencing six (6) months prior to the Joint Announcement Date and ending on the Latest Practicable Date.

10.3. Material contracts with interested persons

As at the Latest Practicable Date, save as disclosed in the annual reports of the Company for FY2022, FY2023 and FY2024 and any other information on the Company which is publicly available (including without limitation, the announcements released by the Company on the SGXNet), in respect of the material contracts with interested persons (within the meaning of the Note on Rule 23.12 of the Code) not being a contract entered into in the ordinary course of business, save for the Implementation Agreement, the Company has not entered into any material contracts with interested persons (as defined in the Note on Rule 23.12 of the Code (other than those entered into in the ordinary course of business))

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

during the period beginning three (3) years before the Joint Announcement Date and ending on the Latest Practicable Date).

10.4. Costs and expenses

Save for any and all lodgment fees which are payable to the SIC in respect of the lodgment of documents relating to the Scheme, which shall be borne by the Offeror, the expenses and costs incurred by the Company in connection with the Scheme will be borne by the Company.

10.5. Directors' intentions with respect to their Company Securities

Mr. Chua Keng Woon, being a director of the Company who holds Company Securities as at the Latest Practicable Date, as set out in paragraph 5.3 of this **Appendix C (General Information relating to the Company)** to this Scheme Document, has informed the Company that he intends to vote in favour of the Scheme at the Scheme Meeting.

In accordance with the terms of the rulings by the SIC to the Offeror on 4 November 2024 and in compliance with the condition imposed by the SIC in its ruling as set out in paragraph 9.2 of the Letter to Eligible Shareholders of this Scheme Document, the Offeror and its concert parties will be required to abstain from voting on the Scheme. As disclosed in the Offeror's Letter in **Appendix B (Letter from the Offeror to the Eligible Shareholders)** to this Scheme Document, as at the Latest Practicable Date, the Offeror and its concert parties own, control or have agreed to acquire an aggregate of 201,225,610 Shares, representing approximately 88.94% of the total number of Shares. As set out above, the Offeror and its concert parties will abstain from voting his/its Shares at the Scheme Meeting.

10.6. Governing law

This Scheme shall be governed by, and construed in accordance with, the laws of Singapore, and the Company, the Offeror and the Eligible Shareholders submit to the exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Scheme has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term or provision of this Scheme.

11. CONSENTS

11.1. General

The Share Registrar has given and has not withdrawn its written consent to the issue of this Scheme Document with the inclusion of its name and all references to its name in the form and context in which it appears in this Scheme Document.

11.2. IFA

The IFA has given and has not withdrawn its written consent to the issue of this Scheme Document with the inclusion of its name, the IFA Letter as set out in **Appendix A (Letter from the IFA to the Independent Directors on the Scheme)** to this Scheme Document and all references to its name and the IFA Letter in the form and context in which it appears in this Scheme Document.

APPENDIX C – GENERAL INFORMATION RELATING TO THE COMPANY

11.3. Valuer

The Valuer has given and has not withdrawn its written consent to the issue of this Scheme Document with the inclusion of its name, the Valuation Summary as set out in **Appendix J (Valuation Summary)** to this Scheme Document and all references to its name and the Valuation Summary in the form and context in which it appears in this Scheme Document.

12. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be made available for inspection during normal business hours at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357, from the date of the Scheme Document or up until the Effective Date, whichever is the later:

- (a) the constitution of the Company;
- (b) the annual reports of the Company for FY2022, FY2023 and FY2024;
- (c) the 9M2025 Unaudited Financial Statements;
- (d) the Valuation Summary;
- (e) the Implementation Agreement;
- (f) the Supplemental Agreement;
- (g) the IFA Letter;
- (h) the Deeds of Undertaking; and
- (i) the letters of consent referred to in paragraph 11 of this **Appendix C (General Information relating to the Company)** to this Scheme Document.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

Selected texts of the constitution of the Company relating to the rights of the Shareholders in respect of capital, dividends and voting as extracted and reproduced from the constitution are set out below:

1. The rights of the Shareholders in respect of capital

ISSUE OF SHARES

3. (A) Subject to the Act and to this Constitution, no shares may be issued by the Directors without the prior approval of the Company in General Meeting pursuant to the Act, but subject thereto and the terms of such approval, and to Regulation 5, and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and whether or not subject to the payment of any part of the amount thereof in cash or otherwise as the Directors may think fit, and any shares may, subject to compliance with the Act, be issued with such preferential, deferred, qualified or special rights, privileges, conditions or restrictions, whether as regards Dividend, return of capital, participation in surplus, 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 in accordance with the Act, Provided Always that:–
- Shares under control of General Meeting.
- (a) (subject to any direction to the contrary that may be given by the Company in General Meeting) 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 provisions of Regulation 5(A) with such adaptations as are necessary shall apply; and
- (b) any other issue of shares, the aggregate of which would exceed the limits referred to in Regulation 5(B), shall be subject to the approval of the Company in General Meeting.
- (B) The Directors may, at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.
- (C) Except so far as otherwise provided by the conditions of issue or by this Constitution, all new shares shall be issued subject to the provisions of the Statutes and of this Constitution with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture or otherwise.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

4. The Company shall not exercise any right in respect of treasury shares other than as provided by the Act. Subject thereto, the Company may hold or deal with its treasury shares in the manner authorised by, or prescribed pursuant to, the Act.
5. (A) Subject to any direction to the contrary that may be given by the Company in General Meeting or except permitted by the rules of the Designated Stock Exchange, all new shares shall before issue be offered to such persons who as at the date (as determined by the Directors) of the offer are entitled to receive notices from the Company of General Meetings in proportion, as far as the circumstances admit, to the number of the existing shares to which they are entitled. 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 5(A). Issue of new shares to Members
- (B) Notwithstanding Regulation 5(A) 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) (i) issue shares in the capital of the Company (“**shares**”) whether by way of rights, bonus or otherwise; and/or
- (ii) 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 (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
- (b) (notwithstanding 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:–

- (1) the aggregate number of shares to be issued pursuant to the Ordinary Resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the Ordinary Resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Designated Stock Exchange;

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

- (2) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Designated Stock Exchange for the time being in force (unless such compliance is waived by the Designated Stock Exchange) and this Constitution;
 - (3) (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 law to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest);
 - (4) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same; and
 - (5) where the capital of the Company consists of shares of different monetary denominations, the voting rights shall be prescribed in such manner that a unit of capital in each class when reduced to a common denominator, shall carry the same voting power when such right is exercisable.
- (C) The Company may, notwithstanding Regulations 5(A) and 5(B) above, authorise the Directors not to offer 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 on such terms and conditions as the Company may direct.
- (D) The rights attaching to shares of a class other than ordinary shares shall be expressed in this Constitution. Shares of a class other than ordinary shares.
- (E) The Company may issue shares for which no consideration is payable to the Company. Issue of shares for no consideration.
- (F) If by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the persons who for the time being, and from time to time, shall be Members in respect of the shares, or their legal personal representatives. Instalment of shares.
6. The Company may pay commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage 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. Power to pay commissions or brokerage.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

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| 7. | Where any shares 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 pay interest on so much of that share capital as is for the time being paid up for the period and charge the same to capital as part of the cost of the construction of the works or buildings or the provision of the plant, subject to the conditions and restrictions mentioned in the Act. | Power to charge interest on capital. |
| 8. | <p>(A) Preference shares may be issued subject to such limitation thereof as may be prescribed by any Designated Stock Exchange. 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, and preference shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the General Meeting directly affects their rights and privileges or when the Dividend on the preference shares is more than six months in arrear. The total number of issued preference shares shall not exceed the total number of issued ordinary shares.</p> <p>(B) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued and the rights conferred upon the holders of preference shares shall not unless otherwise expressly provided by the conditions of issue of such shares be deemed to be altered by the creation or issue of such further preference capital ranking equally with or in priority thereto.</p> | <p>Rights of preference shareholders.</p> <p>Issue of further preference shares.</p> |

VARIATION OF RIGHTS

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| 9. | <p>(A) (i) Whenever the share capital of the Company is divided into different classes of shares, the variation or abrogation of the special rights attached to any class may, subject to the provisions of the Act, be made either with the consent in writing of the holders of three-quarters of the total number of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so made either whilst the Company is a going concern or during or in contemplation of a winding-up.</p> <p>(ii) To every such separate General Meeting all the provisions of this Constitution relating to General Meetings of the Company and to the proceedings thereat shall <i>mutatis mutandis</i> apply, except that the necessary quorum shall be two or more persons holding at least one-third of the total number of the issued shares of the class present in person or by proxy or attorney and that any holder of shares of the class present in person or by proxy or attorney shall on a poll have one vote for every share of the class held by him, Provided Always that where the necessary majority</p> | Variation of rights. |
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APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

for such a Special Resolution is not obtained at such General Meeting, the consent in writing, if obtained from the holders of three-quarters of the total number of the issued shares of the class concerned within two months of such General Meeting, shall be as valid and effectual as a Special Resolution carried at such General Meeting.

- (iii) The Directors shall comply with the provisions of Section 186 of the Act as to forwarding a copy of any such consent or Resolution to the Registrar of the Companies.
- (B) The provisions in Regulation 9(A) shall *mutatis mutandis* apply to any repayment of preference capital (other than redeemable preference capital) and any variation or abrogation of the rights attached to preference shares or any class thereof.
- (C) The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

ALTERATION OF SHARE CAPITAL

10. The Company may by Ordinary Resolution:–

Alteration of capital.

- (a) consolidate and divide all or any of its share capital;
- (b) (notwithstanding 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;
- (c) cancel the number of any shares which, at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the number of its share capital by the number of the shares so cancelled;
- (d) sub-divide its existing shares, or any of them, so that as between the holders or Depositors of the resulting shares one or more of such shares may by the resolution by which the subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares;
- (e) subject to the provisions of this Constitution and the Act, convert its share capital or any class of shares from one currency to another currency.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

11. (A) The Company may by Special Resolution reduce its share capital or any other undistributable reserve in any manner permitted, and with, and subject to, any incident authorised, and consent or confirmation required, by law. Power to reduce capital.
- (B) The Company may by Special Resolution subject to and in accordance with the Act, convert any class of shares into any other class of shares. Power to convert shares.
- (C) The Company may purchase or otherwise acquire its issued shares subject to and in accordance with the provisions of the Statutes and any applicable rules of the Designated Stock Exchange (hereafter, the “**Relevant Laws**”), on such terms and subject to such conditions as the Company may in General Meeting prescribe in accordance with the Relevant Laws. Any shares purchased or acquired by the Company as aforesaid shall, unless held in treasury in accordance with the Act, be deemed to be cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with the Relevant Laws. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to this Constitution and the Statutes, the number of issued shares of the Company shall be diminished by the number of 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. Company may acquire its own shares.

SHARE CERTIFICATES

12. (A) Every share certificate shall be issued under the Seal and shall bear the facsimile signatures or the autographic signatures at least of any two Directors or one of the Directors and the Secretary or such other person as may be authorised by the Directors, and shall specify the number and class of shares to which it relates and the amount (if any) unpaid thereon. The facsimile signatures may be reproduced by mechanical or other means provided the method or system of reproducing signatures has first been approved by the Directors of the Company. No certificate shall be issued representing shares of more than one class. Share certificates.
- (B) The provisions in this Regulation and in Regulations 13 to 16 (so far as they are applicable) shall not apply to transfer of book-entry securities.
13. (A) The Company and the Depository shall not be bound to register more than three persons as joint holders of a share except in the case of executors, trustees or administrators of the estate of a deceased Member. Joint holders.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

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| (B) The certificates of shares, or options in respect of shares, registered in the names of two or more persons may, without prejudice to the provisions of Regulation 14, be delivered to the person first named on the Register or, in the case of shares or option registered in the name of the Depository, to the Depository. | Issue of certificates to joint holders. |
| 14. Every person whose name is entered as a Member in the Register of Members shall be entitled, within ten market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the closing date of any application for shares or (as the case may be) after the date of lodgement of a registrable transfer to one certificate for all his shares of any one class or to several certificates in reasonable denominations each for a part of the shares so allotted or transferred. | Registered holder's right to certificate. |
| 15. (A) Where a Member transfers part only of the shares comprised in a certificate or where a Member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner, the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares (in the case of transfer) and the whole of such shares (in the case of sub-division) shall be issued in lieu thereof and the Member shall pay (in the case of sub-division) a maximum fee of S\$2.00 for each new certificate (or such other fee as the Directors may from time to time determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time). Where some only of the shares comprised in a share certificate are transferred, the new certificate for the balance of such shares shall be issued in lieu thereof without charge. | Sub-division of share certificate. |
| (B) Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu thereof without charge. | Consolidation of share certificates. |
| 16. Subject to the provisions of the Statutes, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a written indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, member firm or member company of the Designated Stock Exchange or on behalf of its or their client or clients as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereon as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to, and to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss. | Replacement share certificates. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

CALLS ON SHARES

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| 17. | The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares or on any class of their shares and not by the conditions of allotment thereof made payable at fixed times. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments. | Powers of Directors to make calls. |
| 18. | Each Member shall (subject to receiving at least fourteen days’ notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. A call may be revoked or postponed as the Directors may determine. | Joint and several liability of joint holders and Depositors. |
| 19. | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding ten per cent, per annum) as the Directors may determine but the Directors shall be at liberty in any case or cases to waive payment of such interest in whole or in part. | Interest on unpaid calls. |
| 20. | Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In the case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | Sums payables under terms of allotment to be deemed calls. |
| 21. | The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment. | Difference in calls between various Members. |
| 22. | The Directors may if they think fit receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish <i>pro tanto</i> the liability upon the shares in respect of which it is made and upon the moneys so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding eight per cent, per annum) as the Member paying such sum and the Directors may agree. Capital paid on shares in advance of calls shall not, whilst bearing interest, confer a right to participate in profits. | Payment of calls in advance |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

FORFEITURE AND LIEN

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| 23. | If a Member fails to pay in full any call or instalment of a call on the due date for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued thereon and any expenses incurred by the Company by reason of such non-payment. | Notice requiring payment of calls. |
| 24. | The notice shall name a further day (not being less than fourteen 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 has been made will be liable to be made forfeit. | Notice to state place and time of payment. |
| 25. | 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 has been made, be made forfeit by a resolution of the Directors to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeit share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be made forfeit hereunder. | Forfeiture on non-compliance with notice. |
| 26. | A share so made forfeit 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 disposal, the forfeiture or surrender may be cancelled on such terms as the Directors shall think fit. The Directors may, if necessary, authorise some person to transfer a share so made forfeit or surrendered to any such other person as aforesaid. | Sale of forfeited shares. |
| 27. | A Member whose shares have been made forfeit or surrendered shall cease to be a Member in respect of such 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 presently payable by him to the Company in respect of such shares with interest thereon at eight per cent, per annum (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until payment and the Directors may at their absolute discretion enforce payment without any allowance for the value of such shares at that time of forfeiture or surrender or waive payment in whole or in part. | Rights and liabilities of members whose shares have been forfeited. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

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| 28. | The Company shall have a first and paramount lien on every share (not being a fully paid share) and Dividends from time to time declared in respect of such shares. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys 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 waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Regulation 28. | Company to have paramount lien. |
| 29. | The Company 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 fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy. | Sale of shares subject to lien. |
| 30. | The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns, as he may direct. For the purpose of giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser. | Application of sale proceeds. |
| 31. | A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly made forfeit 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 therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt by the Company of the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, the Depository Register) 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 registered as the holder of the share, or where such person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person 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 proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share. | Title to forfeited or surrendered shares. |
| 31A. | In the event of a forfeiture of shares or a sale of shares to satisfy the Company’s lien thereon the Member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold. | Certificate of shares to be delivered to the Company. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

TRANSFER OF SHARES

32. All transfers of shares shall be effected by written instruments of transfer in the form for the time being approved by the Directors and the Designated Stock Exchange. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, Provided Always that an instrument of transfer in respect of which the transferee is the Depository or its nominee (as the case may be) shall be effective although not signed or witnessed by or on behalf of the Depository or its nominee (as the case may be). The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register of Members in respect thereof.
- Member may transfer shares.
33. In the case of a registered transfer, a fee not exceeding S\$2.00 for each transfer as the Directors may from time to time determine shall be charged for the registration of a transfer except that the Depository shall not be liable to pay any fee in respect of the registration of a transfer.
- Transfer fee.
34. The Registers of Members and of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, Provided Always that such Registers shall not be closed for more than thirty days in any year, and that the Company shall give prior notice of each such closure, as may be required, to the Designated Stock Exchange, stating the period and purpose or purposes for which such closure is made.
- Closure of transfer books and Register of Members.
35. (A) 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 Designated Stock Exchange) but 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, Provided Always that in the event of the Directors refusing to register a transfer of shares, the Company shall within ten market days (or such period as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) after the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Statutes.
- Directors' power to decline to register a transfer.
- (B) The Directors may decline to register any instrument of transfer unless:–
- When Directors may refuse to register a transfer.
- (a) such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require is paid to the Company in respect thereof;

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

- (b) the amount of proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid;
 - (c) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if stamp duty is payable on such instrument of transfer in accordance with any law for the time being in force relating to stamp duty), 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
 - (d) the instrument of transfer is in respect of only one class of shares.
- 36. All instruments of transfer which are registered may be retained by the Company. Retention of transfers.
- 37. 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 conclusively be presumed in 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 document 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 Always that:–
 - (a) 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;
 - (b) 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 other circumstances which would not attach to the Company in the absence of this Regulation; and
 - (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

TRANSMISSION OF SHARES

38. (A) In case of the death of a Member whose name is registered in the Register of Members, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person(s) recognised by the Company as having any title to his interest in the shares, but nothing in this Regulation shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him. Survivor or legal personal representatives of deceased member.
- (B) In the case of the death of a Member who is a Depositor, the survivors or survivor, where the deceased is a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder and where such executors or administrators are entered into the Depository Register in respect of any shares to the deceased Member, shall be the only person(s) recognised by the Company as having any title to his interest in the shares. Survivor or legal personal representatives of deceased Depositor.
- (C) Nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him. Estate of deceased holder.
39. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may (subject as hereinafter provided) upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, elect either to be registered himself as holder of the share or to have another person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member. Transmission of shares.
40. Save as otherwise provided by or in accordance with this Constitution, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same Dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof (except with the authority of the Directors) to exercise any right conferred by membership in relation to General Meetings of the Company until he shall have been registered as a Member in respect of the share. Rights of person on transmission of shares.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

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| 41. | There shall be paid to the Company in respect of the registration of any probate or letters of administration or certificate of death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register of Members affecting the title to any shares such fee not exceeding S\$2.00 (or such other fee as the Directors may determine having regard to any limitation thereof as may be prescribed by the Designated Stock Exchange from time to time) as the Directors may from time to time require or prescribe. | Fee on registration of probate, etc. |
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EXCLUSION OF EQUITIES

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| 42. | Except as required by the Statutes or law, no person 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 the Statutes or law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder and nothing in this Constitution contained relating to the Depository or to Depositors or in any depository agreement made by the Company with any common depository for shares shall in any circumstances be deemed to limit, restrict or qualify the above. | Exclusion of Equities. |
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STOCK

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| 43. | The Company may from time to time by Ordinary Resolution convert any paid-up shares into stock and may from time to time by like resolution reconvert any stock into paid-up shares of any denomination. | Conversion of shares to stock. |
| 44. | The holders of stock may transfer the same or any part thereof in the same manner and subject to this Constitution and subject to which the shares from which the stock arose might previous 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. | Transfer of stock. |
| 45. | 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 participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage, and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted. | Rights of stockholders. |

APPENDIX D – EXTRACTS FROM THE COMPANY'S CONSTITUTION

BONUS ISSUES AND CAPITALISATION OF PROFITS AND RESERVES

138. (A) The Directors may, with the sanction of an Ordinary Resolution of the Company (including any Ordinary Resolution passed pursuant to Regulation 5(B)):
- Power to issue free bonus shares and/or to capitalise reserves.
- (a) 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) 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 5(B)) such other date as may be determined by the Directors,in proportion to their then holdings of shares; and
 - (b) capitalise any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of the financial statements by appropriating such sum 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 5(B)) such other date as may be determined by the Directors, in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.
- (B) The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue or capitalisation under this Regulation 138, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned). The Directors may

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

(C) In addition and without prejudice to the powers provided for by this Regulation 138, the Directors shall have power to issue shares for which no consideration is payable and to capitalise any undivided profits or other moneys of the Company not required for the payment or provision of any Dividend on any shares entitled to cumulative or non-cumulative preferential Dividends (including profits or other moneys carried and standing to any reserve or reserves) and to apply such profits or other moneys in paying up in full, in each case on terms that such shares shall, upon issue:

- (a) be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in General Meeting and on such terms as the Directors shall think fit; or
- (b) be held by or for the benefit of non-executive Directors as part of their remuneration under Regulation 77 and/or Regulation 78 approved by shareholders in General Meeting in such manner and on such terms as the Directors shall think fit.

The Directors may do all such acts and things considered necessary to give effect to any of the foregoing.

WINDING UP

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| 149. The Directors shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up. | Power to present winding up petition. |
| 150. If the Company shall be 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 <i>in specie</i> or in 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 and may determine how such division shall be carried out as between the Members of different classes of Members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability. | Distribution of assets in specie. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

151. On a voluntary winding up of the Company, no commission or fee shall be paid to a Liquidator without the prior approval of the Members in General Meeting. The amount of such commission or fee shall be notified to all Members not less than seven days prior to the Meeting at which it is to be considered.
- Commission or fee to liquidators

2. The rights of the Shareholders in respect of voting

GENERAL MEETINGS

46. An Annual General Meeting shall be held once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings. The interval between the close of a financial year of the Company and the date of the Company’s Annual General Meeting shall not exceed such period as may be prescribed by the Designated Stock Exchange from time to time. The Company shall hold all its general meetings in Singapore, unless prohibited by relevant laws and regulations in the jurisdiction of its incorporation.
- Annual General Meeting and Extraordinary General Meeting
47. The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting.
- Calling of Extraordinary General Meetings.

NOTICE OF GENERAL MEETINGS

48. Any Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by twenty-one days’ notice in writing at the least and an Annual General Meeting or any other Extraordinary General Meeting, by fourteen days’ notice in writing at the least. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the General Meeting is to be held and shall be given in manner hereinafter mentioned to all Members other than such as are not under the provisions of this Constitution entitled to receive such notices from the Company, 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:–
- Notice of General Meeting.
- (a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of an Extraordinary General Meeting by a majority in number of the Members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. of the total voting rights of all the Members having a right to vote at thereat;

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting. At least fourteen days’ notice of any General Meeting shall be given by advertisement in the daily press and in writing to the Designated Stock Exchange, Provided Always that in the case of any Extraordinary General Meeting at which it is proposed to pass a Special Resolution, at least twenty-one days’ notice in writing of such Extraordinary General Meeting shall be given to the Designated Stock Exchange.

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| 49. | <p>(A) Every notice calling a General Meeting shall specify the place and the day and hour of the 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 vote instead of him and that a proxy need not be a Member of the Company.</p> | <p>Contents of notice for General Meeting.</p> |
| | <p>(B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.</p> | <p>Contents of notice for Annual General Meeting.</p> |
| | <p>(C) In the case of any General Meeting at which business other than routine business (“special business”) is to be transacted, the notice shall specify the general nature of such business, and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect.</p> | <p>Notice of General Meeting for special business and Special Resolutions.</p> |
| 50. | <p>Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:–</p> <p>(a) declaring Dividends;</p> <p>(b) receiving and adopting the financial statements, the Directors’ statement, the auditors’ report and other documents required to be attached or annexed to the financial statements;</p> <p>(c) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;</p> <p>(d) re-appointing the retiring auditors (unless they were last appointed otherwise than by the Company in General Meeting);</p> <p>(e) fixing the remuneration of the auditors or determining the manner in which such remuneration is to be fixed; and</p> <p>(f) fixing the fees of the Directors proposed to be paid in respect of their office as such under Regulation 77 and/or Regulation 78.</p> | <p>Routine business.</p> |
| 51. | <p>Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.</p> | <p>Statement regarding effect of special business.</p> |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

PROCEEDINGS AT GENERAL MEETINGS

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| 52. | The Chairman of the Board of Directors, failing whom the Deputy Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy Chairman, or if at any General Meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the Members present shall choose one of their number) to be chairman of the General Meeting. | Chairman of General Meeting. |
| 53. | No business other than the appointment of a Chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum at any General Meeting shall be two Members, present in person or by proxy, provided that (i) a proxy representing more than one Member shall only count as one Member for purpose of determining if the quorum aforesaid is present; and (ii) where a Member is represented by more than one proxy, such proxies of such Member shall only count as one Member for purposes of determining if the quorum aforesaid is present. | Quorum. |
| 54. | If within thirty minutes from the time appointed for a General Meeting (or such longer interval as the Chairman of the meeting may think fit to allow) a quorum is not present, the 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 (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place or such other day, time or place as the Directors may determine by not less than ten days’ notice appoint. | If quorum not present, adjournment or dissolution of meeting. |
| 55. | The Chairman of any General Meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time (or <i>sine die</i>) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a General Meeting is adjourned <i>sine die</i> , the time and place for the adjourned meeting shall be fixed by the Directors. When a General Meeting is adjourned for thirty days or more or <i>sine die</i> , not less than seven days’ notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. | Business at adjourned meeting. |
| 56. | Save as hereinbefore expressly provided, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting. | Notice of adjournment not required. |
| 57. | If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the General Meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon. | Amendment of resolutions. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

58. (A) If required by the listing rules of any stock exchange upon which the shares of the Company may be listed, all resolutions at General Meetings shall be voted by poll (unless such requirement is waived by such stock exchange). Mandatory polling.
- (B) Subject to Regulation 58(A), at any General Meeting a resolution put to the vote of the 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 by:– Method of voting where mandatory polling not required.
- (a) the Chairman of the meeting; or
 - (b) not less than two Members present in person or by proxy and entitled to vote; or
 - (c) any Member present in person or by proxy, or where such a member has appointed two proxies any one of such proxies, or any number or combination of such Members or proxies, holding or representing as the case may be not less than five per cent (5%) of the total voting rights of all the Members having the right to vote at the General Meeting; or
 - (d) any Member present in person or by proxy, or where such a Member has appointed two proxies any one of such proxies, or any number or combination of such Members or proxies, holding shares conferring a right to vote at the General Meeting, of which an aggregate sum has been paid-up equal to not less than five per cent (5%), of the total sum paid on all the shares conferring that right,

Provided Always that no poll shall be demanded on the choice of the Chairman of the meeting or on a question of adjournment. The demand for a poll shall not prevent the continuance of the General Meeting for the transaction of any business other than the question on which the poll has been demanded. Unless a poll is demanded, a declaration by the Chairman of the General Meeting 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 that fact without proof of the number or proportion of the votes recorded for or against such resolution. A demand for a poll may be withdrawn only with the approval of the meeting.

59. (A) A demand for a poll made pursuant to Regulation 58(B) shall not prevent the continuance of the General Meeting for the transaction of any business, other than the question on which the poll has been demanded. Unless a poll is demanded, a declaration by the Chairman of the General Meeting 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 that fact without proof of the number or proportion of the votes recorded for or against such resolution. Taking a poll.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

(B) If a poll is taken, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the General Meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken. The Chairman of the meeting may (and if required by the listing rules of any stock exchange upon which shares in the Company may be listed on or if so directed by the meeting, shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

60. In the case of an 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 taken shall be entitled to a casting vote. Casting vote of Chairman.

61. A poll on any question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the Meeting) and place as the Chairman of the Meeting may direct. No notice need be given of a poll not taken immediately. Timing for taking a poll.

VOTES OF MEMBERS

62. (A) Subject to any special rights or restrictions as to voting attached by or in accordance with this Constitution to any class of shares, each Member entitled to vote may vote in person or by proxy. Voting rights.

(a) On a show of hands every Member who is present in person or by proxy, has one vote for each share in respect of which he is a Member or represents (excluding treasury shares) and upon which all calls or other sums due thereon to the Company have been paid. Provided Always that:–

(i) in the case of a Member who is not a relevant intermediary and is represented by two proxies, only one of the two proxies as determined by that Member or, failing such determination, by the Chairman of the meeting (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands; and

(ii) in the case of a Member who is a relevant intermediary and who is represented by two or more proxies, each proxy shall be entitled to vote on a show of hands.

(b) every Member who is present in person or by proxy, in case of a poll, shall have one vote for every share which he holds or represents (excluding treasury shares) and upon which all calls or other sums due thereon to the Company have been paid.

(B) For the purpose of determining the number of votes which a Member, being a Depositor, or his proxy may cast at any General Meeting upon a poll being called, the number of shares held or represented shall, in

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

relation to the shares of that Depositor, be the number of shares entered against his name in the Depository Register as at seventy-two hours before the time appointed for the holding of the relevant General Meeting or the adjourned relevant General Meeting as certified by the Depository to the Company.

- (C) A Member who is bankrupt shall not, while his bankruptcy continues, be entitled to exercise his rights as a Member, or attend, vote or act at any General Meeting.
63. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members or, as the case may be, the order in which the names appear in the Depository Register in respect of the joint holding. Voting rights of joint holders.
64. Where in Singapore or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person on behalf of such Member, to vote in person or by proxy at any General Meeting, or to exercise any other right conferred by membership in relation to General Meetings. Voting by receivers.
65. No Member shall be entitled in respect of shares held by him to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by Membership in relation to General Meetings if any call or other sum payable by him to the Company in respect of such shares remains unpaid. Entitlement of members to vote.
66. No objection shall be raised as to the admissibility of any vote except at the General Meeting or adjourned General Meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman of the General Meeting whose decision shall be final and conclusive. When objection to admissibility of votes may be made.
67. On a poll, votes may be given either personally or by proxy 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. Vote on a poll.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

68. (A) A Member shall not be entitled to appoint more than two proxies to attend and vote at the same General Meeting, provided that if a Member is a Depositor, the Company shall be entitled and bound:–
- Shares entered in Depository Register.
- (a) to reject any instrument of proxy lodged if the Depositor is not shown to have any shares entered against his name in the Depository Register as at seventy-two hours before the time of the relevant General Meeting as certified by the Depository to the Company; and
- (b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by the Depositor is or are able to cast on a poll a number which is the number of shares entered into against the name of that Depositor in the Depository Register as at seventy-two hours before the time of the relevant General Meeting 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.
- (B) Where a Member appoints more than one proxy, the Member shall specify the proportion of his shares to be represented by each such proxy. If no proportion is specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his name in the Depository Register and any second named proxy as an alternate to the first named or at the Company’s option to treat the instrument of proxy as invalid.
- (C) A proxy need not be a Member of the Company.
- (D) Save as otherwise provided in the Act:
- Appointment of proxies.
- (a) a Member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote at the same General Meeting. Where such Member’s form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy; and
- (b) 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. Where such Member’s form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

69. (A) An instrument appointing a proxy for any Member shall be in writing in any usual or common form or in any other form which the Directors may approve and:–
- Instrument of proxy to be in writing.
- (a) in the case of an individual Member, shall be signed by the Member or his attorney duly authorised in writing; and
- (b) in the case of a Member which is a corporation shall be either given under its common seal or signed on its behalf by an attorney duly authorised in writing or a duly authorised officer of the corporation.
- (B) The signatures on an instrument of proxy need not be witnessed. Where an instrument appointing a proxy is signed on behalf of a Member by an attorney, the letter or power of attorney or a duly certified copy thereof shall (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to the next following Regulation, failing which the instrument of proxy may be treated as invalid.
- (C) In the case of an individual, the instrument appointing a proxy shall be signed by the appointor or his attorney if the instrument of proxy is delivered personally, or sent by post or 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 Communications. In the case of a corporation, the instrument appointing a proxy shall be either given under its common seal or signed on its behalf by an attorney or duly authorised officer of the corporation if the instrument of proxy is delivered personally or sent by post, or authorised by that corporation through such method and in such manner as may be approved by the Directors, if the instrument is submitted electronically. The directors may, for the purposes of Electronic Communication, designate procedure for authenticating any such instrument, and any such instrument not so authenticated by use of procedure shall be deemed not to have been received by the Company.
- (D) The Directors may in their absolute discretion approve the method and manner for an instrument appointing a proxy to be authorised and designate the procedure for authenticating an instrument appointing a proxy.
70. (A) An instrument appointing a proxy or the power of attorney or other authority, if any:
- Deposit of proxies.
- (a) 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; or
- (b) if submitted by Electronic Communication, must be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the General Meeting,

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

and in either case 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 before the time appointed for the taking of the poll) to which it is to be used and in default shall not be treated as valid.

- (B) The Directors may, in their absolute discretion, and in relation to such Members or class of Members as they may determine, specify the means through which instruments appointing a proxy may be submitted by Electronic Communications, as contemplated in Regulation 70(A)(b). Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), Regulation 70A(a) shall apply.
- (C) The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the General Meeting as for the 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 require again to be delivered for the purposes of any subsequent meeting to which it relates.
71. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and to speak at the General Meeting, to move any resolution or amendment thereto and to speak at the meeting. Instrument deemed to confer authority to demand for poll.
72. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office at least seventy-two hours before the commencement of the General Meeting or adjourned General Meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast. When vote by proxy valid though authority revoked.
73. Subject to this Constitution and the Statutes, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow Members who are unable to vote in person at any General Meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile. Vote in Absentia.

CORPORATIONS ACTING BY REPRESENTATIVES

74. Any corporation which is a Member of the Company 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. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member of the Company Corporation may attend by representatives.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

and such corporation shall for the purposes of this Constitution (but subject to the Act) be deemed to be present in person at any such meeting if a person so authorised is present thereat.

3. The rights of the Shareholders in respect of dividends

RESERVES

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| 126. The Directors may 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 any 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. In carrying sums to reserve and in applying the same, the Directors shall comply with the provisions of the Statutes. | Reserves. |
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DIVIDENDS

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| 127. The Company may by Ordinary Resolution declare Dividends but no such Dividend shall exceed the amount recommended by the Directors. | Declaration of Dividends. |
| 128. If and so far as in the opinion of the Directors, the profits of the Company justify such payments, the Directors may declare and pay the fixed Dividends on any class of shares carrying a fixed Dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim Dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit. | Interim Dividends. |
| 129. Subject to any rights or restrictions attached to any shares or class of shares and except as otherwise permitted under the Act:–

(a) all Dividends in respect of shares must be paid in proportion to the number of shares held by a Member, but where shares are partly paid, all Dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and

(b) all Dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which the Dividend is paid. | Distribution of profits. |

For the purposes of this Regulation, an amount paid or credited as paid on a share in advance of a call is to be ignored.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

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| 130. (A) No Dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes. | Dividends payable out of profits. |
| (B) 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 remaining unclaimed after one year from having been first payable may be invested or otherwise made use of by the Directors for the benefit of the Company, and any Dividend or any such moneys unclaimed after six (6) years from having been first payable shall be forfeited and shall revert to the Company provided always that 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. If the Depository returns any such Dividend or moneys to the Company, the relevant Depositor shall not have any right or claim in respect of such Dividend or moneys against the Company if a period of six (6) years has elapsed from the date of the declaration of such Dividend or the date on which such other moneys are first payable. A payment by the Company to the Depository of any Dividend or other moneys payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability to the Depositor in respect of that payment. | Unclaimed dividends or other moneys. |
| 131. No Dividend or other monies payable on or in respect of a share shall bear interest as against the Company. | No interest on Dividends |
| 132. (A) The Directors may retain any Dividend or other monies 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. | Retention of Dividends on shares subject to lien. |
| (B) The Directors may retain the Dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same. | Retention of Dividends pending transmission. |
| 133. The waiver in whole or in part of any Dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the Member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company. | Waiver of Dividends. |
| 134. 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) and the Directors shall give effect to such resolution. Where any difficulty arises with regard to such distribution, the Directors may settle the same as they think expedient and in particular, may issue fractional certificates, may fix the value for distribution of such specific | Payment of dividend in specie. |

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

assets or any part thereof, may determine that cash payments shall be made to any Member 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.

134A. (1) Subject to the Listing Rules of the Exchange, as may be amended from time to time, whenever the Directors or the Company in General Meeting have resolved or proposed that a Dividend (including an interim, final, special or other Dividend) be paid or declared on the ordinary share capital of the Company, the Directors may further resolve that Members entitled to such Dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the Dividend as the Directors may think fit. In such case, the following provisions shall apply:

Scrip dividend scheme.

- (i) the basis of any such allotment shall be determined by the Directors;
- (ii) the Directors shall determine the manner in which members shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any Dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to Members, providing for forms of election for completion by members (whether in respect of a particular Dividend or Dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Regulation 134A;
- (iii) the right of election may be exercised in respect of the whole of that portion of the Dividend in respect of which the right of election has been accorded provided that the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion; and
- (iv) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable in cash on ordinary shares in respect whereof the share election has been duly exercised (the “**elected ordinary shares**”) and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose, the Directors shall (a) capitalise and apply the amount standing to the credit of any of the Company’s reserve accounts or any sum

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

standing to the credit of the profit and loss account or otherwise for distribution as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis, or (b) apply the sum which would otherwise have been payable in cash to the holders of the elected ordinary shares towards payment of the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis.

- (2) (i) The ordinary shares allotted pursuant to the provisions of Regulation 134(A)(1) shall rank *pari passu* in all respects with the ordinary shares then in issue save only as regards participation in the Dividend, which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the dividend, which is the subject of the election referred to above, unless the Directors shall otherwise specify.
- (ii) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of Regulation 134A(1), with full power to make such provisions as they think fit in the case of fractional entitlements to shares (including, notwithstanding any provision to the contrary in this Constitution, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than the Members).
- (3) The Directors may, on any occasion when they resolve as provided in this Regulation 134A, determine that rights of election under that paragraph shall not be made available to persons who are registered as holders of ordinary shares in the Register of Members or (as the case may be) the Depository Register, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors think fit, and in such event the provisions of this Regulation 134A shall be read and construed subject to such determination.
- (4) The Directors may, on any occasion when they resolve as provided in this Regulation 134A, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to Members whose registered addresses entered in the Register of Members or (as the case may be) the Depository Register is outside Singapore or to such other Members or class of Members as the Directors may in their sole discretion decided and in such event the only entitlements of the members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.

APPENDIX D – EXTRACTS FROM THE COMPANY’S CONSTITUTION

Notwithstanding the foregoing provisions of this Regulation 134A, if at any time after the Directors’ resolution to apply the provisions of Regulation 134A(1) in relation to any dividend to any dividend but prior to the allotment of ordinary shares pursuant thereto, the Directors shall consider that by reason of any event or circumstances (whether arising before or after such resolution) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement that proposal, the Directors may at their absolute discretion and as they deem fit in the interest of the Company, cancel the proposed application of Regulation 134A.

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| 135. 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 appearing in the Register of Members or (as the case may be) the Depository Register of the Member or person entitled thereto (or, if two or more persons are registered in the Register of Members or (as the case may be) entered in the Depository Register 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 Member or person or persons may by writing direct. Every such cheque or 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 or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. | Dividends payable by cheque or warrant. |
| 136. If two or more persons are registered in the Register of Members or (as the case may be) the Depository Register as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any Dividend or other moneys payable or property distributable on or in respect of the share. | Payment of Dividends to joint holders. |
| 137. Any resolution declaring a Dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares in the Register of Members or (as the case may be) the Depository Register at the close of business on a particular date and thereupon the Dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights <i>inter se</i> in respect of such Dividend of transferors and transferees of any such shares. | Resolution declaring Dividends. |

APPENDIX E – SCHEME CONDITIONS

*All capitalised terms used and not defined in this **Appendix E (Scheme Conditions)** to this Scheme Document shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.*

Scheme Conditions. The Acquisition is conditional upon the satisfaction (or, where applicable, the waiver) of all of the following Scheme Conditions:

- (1) **Eligible Shareholders' Approval:** the approval of the Scheme by the Eligible Shareholders in compliance with the requirements of Section 210(3AB) of the Companies Act;
- (2) **Court Order:** the grant of the Court Order by the Court and such Court Order having become final;
- (3) **ACRA Lodgment:** the lodgment of the Court Order with the ACRA pursuant to Section 210(5) of the Companies Act;
- (4) **Regulatory Approvals:** all Regulatory Approvals having been obtained or granted and remaining in full force and effect from the date such Regulatory Approvals are obtained or granted up to immediately prior to the lodgment of the Court Order with the ACRA and, if any such Regulatory Approval is subject to any conditions or requires any actions or obligations to be taken or performed, all such conditions being reasonably acceptable to the Parties and all such actions and obligations having been duly taken or performed on or prior to the first application to the Court for the order to convene the Scheme Meeting to the Parties' reasonable satisfaction (save for sub-Clause (c) below which is to the Offeror's reasonable satisfaction), including, the following:
 - (a) confirmation from the SIC that Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code shall not apply to the Scheme, subject to any conditions the SIC may impose but without prejudice to Clause 3.3;
 - (b) the approval-in-principle from the SGX-ST of the Scheme and for the proposed delisting of the Company from the SGX-ST; and
 - (c) confirmation from the SIC that the exclusion of Mr. Cheng Direct Shares and CCHPL Direct Shares from the Scheme would not be regarded as a prohibited special deal for the purpose of Rule 10 of the Code;
- (5) **No Illegality:** between the date of this Agreement and up to immediately prior to the lodgment of the Court Order with the ACRA, (a) no order, injunction, judgment or decree issued by any Governmental Agency or other legal restraints or prohibition preventing the consummation of the Acquisition or implementation of the Scheme shall be in effect; (b) no *bona fide* official proceeding initiated by any Governmental Agency shall be pending that presents a reasonable prospect of materially restraining, enjoining or otherwise preventing the consummation of the Acquisition or implementation of the Scheme or resulting in the same; and (c) no law shall have been enacted, entered, promulgated or enforced by any Governmental Agency that prohibits, materially restricts or makes illegal the consummation of the Acquisition or the implementation of the Scheme;

APPENDIX E – SCHEME CONDITIONS

- (6) **No Prescribed Occurrence:** between the date of this Agreement and up to immediately prior to the lodgment of the Court Order with the ACRA, no Prescribed Occurrence in relation to (a) the Offeror (as set out in Part I of **Schedule 3 (Prescribed Occurrences)** to this Agreement); or (b) the Company or, where applicable, any Subsidiary (as set out in Part II of **Schedule 3 (Prescribed Occurrences)** to this Agreement), in each case, occurring other than as required by this Agreement or the Scheme;
- (7) **Warranties:** there having been no material breach by the Offeror or the Company of its respective Warranties, as at the date of this Agreement up to immediately prior to the lodgment of the Court Order with the ACRA; and
- (8) **No Material Adverse Event:** there having been no event occurring since the Announcement Date which has or is reasonably likely to have the effect of causing more than a 10.0% diminution in the consolidated net profit attributable to equity holders of the Company or the consolidated net asset value of the Group, as reflected in the Company Audited Accounts.

APPENDIX F – PRESCRIBED OCCURRENCES

*All capitalised terms used and not defined in this **Appendix F (Prescribed Occurrences)** to this Scheme Document shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.*

Part I – Prescribed Occurrence in relation to the Offeror

For the purpose of this Agreement, “**Prescribed Occurrence**”, in relation to the Offeror, means any of the following:

- (1) **Injunction:** an injunction or other order issued against the Offeror by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by the Offeror;
- (2) **Resolution for Winding Up:** the Offeror resolving that it be wound up;
- (3) **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Offeror;
- (4) **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Offeror;
- (5) **Composition:** the Offeror entering into any arrangement or general assignment or composition for the benefits of its creditors generally;
- (6) **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Offeror;
- (7) **Insolvency:** the Offeror becoming or being deemed by law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
- (8) **Cessation of Business:** the Offeror ceases or threatens to cease for any reason to carry on business in the usual and ordinary course;
- (9) **Breach of this Agreement:** the Offeror being in material breach of any of its covenants, undertakings and obligations under this Agreement;
- (10) **Investigations and Proceedings:** if the Offeror or any of its directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
- (11) **Analogous Event:** any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

APPENDIX F – PRESCRIBED OCCURRENCES

Part II – Prescribed Occurrence in relation to the Company (or where applicable, any Subsidiary)

For the purpose of this Agreement, “**Prescribed Occurrence**”, in relation to the Company (or, where applicable, any Subsidiary), means any of the following:

- (1) **Conversion of Shares:** the Company converting all or any of its shares into a larger or smaller number of shares;
- (2) **Share Buy-back:** the Company entering into a share buy-back agreement or resolving to approve the terms of a share buy-back agreement under the Companies Act or the equivalent companies or securities legislation;
- (3) **Alteration of Share Capital:** the Company resolving to reduce or otherwise alter its share capital in any way;
- (4) **Allotment of Shares:** the Company (or any Subsidiary) making an allotment of, or granting an option to subscribe for, any shares or securities convertible into shares or agreeing to make such an allotment or to grant such an option or convertible security;
- (5) **Issuance of Debt Securities:** the Company (or any Subsidiary) issuing, or agreeing to issue, convertible notes or other debt securities;
- (6) **Dividends:** save as may be agreed in writing between the Parties, the Company declaring, making or paying any dividends or any other form of distribution to its shareholders;
- (7) **Injunction:** an injunction or other order issued against the Company by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the Acquisition or any part thereof by the Company;
- (8) **Resolution for Winding Up:** the Company (or any Subsidiary) resolving that it be wound up;
- (9) **Appointment of Liquidator and Judicial Manager:** the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or any other similar officer of the Company (or of any Subsidiary);
- (10) **Order of Court for Winding Up:** the making of an order by a court of competent jurisdiction for the winding up of the Company (or of any Subsidiary);
- (11) **Composition:** the Company (or any Subsidiary) entering into any arrangement or general assignment or composition for the benefits of its creditors generally;
- (12) **Appointment of Receiver:** the appointment of a receiver or a receiver and manager, in relation to the property or assets of the Company (or of any Subsidiary);
- (13) **Insolvency:** the Company (or any Subsidiary) becoming or being deemed by law or a court to be insolvent or being unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of its debts of a material amount as they fall due;
- (14) **Cessation of Business:** save as disclosed in the Disclosure Letter, the Company (or any Subsidiary) ceases or threatens to cease for any reason to carry on business in the usual and ordinary course;

APPENDIX F – PRESCRIBED OCCURRENCES

- (15) **Breach of this Agreement:** the Company being in material breach of any of its covenants, undertakings and obligations under this Agreement;
- (16) **Investigations and Proceedings:** if the Company (or any Subsidiary) or any of their respective directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
- (17) **Analogous Event:** any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s).

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APPENDIX G – SPECIFIC OBLIGATIONS OF THE COMPANY

*All capitalised terms used and not defined in this **Appendix G (Specific Obligations of the Company)** to this Scheme Document shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection during normal business hours at the registered office of the Company for three (3) months from the date of the Scheme Document or up until the Effective Date, whichever is the later.*

The Company's Obligations. The Company must execute all documents and do all acts and things necessary to implement the Scheme, as expeditiously as practicable, including the following:

1. **Joint Announcement:** procure the release of the Announcement jointly with the Offeror on the SGX-ST on the Announcement Date;
2. **Implementation of the Scheme:** take all steps required to be taken by it in relation to the Scheme and will use its best endeavours to procure that the Scheme is implemented on the terms set out in this Agreement and to be set out in the Scheme Document as soon as reasonably practicable;
3. **IFA:** as soon as reasonably practicable after the date of this Agreement, appoint an IFA to advise the Independent Directors in connection with the Scheme;
4. **Regulatory Approvals:** make applications for all Regulatory Approvals in such form and substance acceptable to the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed, and provide a copy of all such applications and Regulatory Approvals to the Offeror;
5. **Scheme Document:** prepare the Scheme Document in consultation with the Offeror and in accordance with the Code (including the SIC Rulings), Companies Act, the Listing Rules and all applicable laws and regulations and despatch the same;
6. **SGX-ST Clearance:** (a) as soon as reasonably practicable after the date of this Agreement, file the draft Scheme Document (including the draft IFA opinion on the Scheme) (in each case in such form and substance as may be approved by the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed) with the SGX-ST for clearance; (b) as soon as reasonably practicable after receiving comments or queries from the SGX-ST, file revised draft(s) of the Scheme Document (in such form and substance as may be approved by the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed) with the SGX-ST; (c) as soon as reasonably practicable provide a copy of all drafts of the Scheme Document and queries from and responses to SGX to the Offeror; and (d) pursue the SGX-ST's clearance for the Scheme Document;
7. **Scheme Meeting:** subject to obtaining the approval of the SGX-ST, apply to the Court for an order under Section 210 of the Companies Act to convene the Scheme Meeting and for any ancillary orders relating thereto (all such applications and orders, including the originating application for the Scheme Meeting, to be in such form and substance as may be approved by the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed) and diligently pursue such application so as to obtain the Court's order to convene the Scheme Meeting and other necessary ancillary orders;
8. **Despatch of Documents:** subject to obtaining the Court's order under Section 210 of the Companies Act to convene the Scheme Meeting, issue to the Eligible Shareholders the Scheme Document and appropriate forms of proxy, each in such form and substance as may be approved by the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed, for use at the Scheme Meeting;

APPENDIX G – SPECIFIC OBLIGATIONS OF THE COMPANY

9. **Court Order:** subject to the Scheme being approved by the requisite majority in number of Eligible Shareholders representing three-fourths in value of the Eligible Shares held by the Eligible Shareholders present and voting in person or by proxy at the Scheme Meeting, apply to the Court for the Court Order and for any ancillary orders relating thereto (all such applications and orders, including the application for the Court Order, to be in such form and substance as may be approved by the Offeror in its reasonable discretion, such approval not to be unreasonably withheld or delayed) and diligently pursue such application so as to obtain the approval of the Scheme by the Court;
10. **ACRA Lodgment:** subject to the Court Order being granted, deliver a copy of the Court Order to the ACRA for lodgment pursuant to Section 210(5) of the Companies Act;
11. **Representation:** ensure that it, through its legal counsel, is represented at Court Hearings convened for the purpose of Section 210 of the Companies Act, at which, if requested by the Court, it shall do all acts and things and take all steps within its power as may be reasonable and necessary to ensure the fulfilment of its obligations under this Agreement and the Scheme;
12. **Directors' Responsibility:** ensure that its Directors shall take responsibility for all information included in the Scheme Document (other than information relating to the Offeror and its concert parties provided by or on behalf of the Offeror to the Company for inclusion in the Scheme Document) as required by all applicable laws and regulations, including the Code, the Listing Rules and the Companies Act;
13. **Consultation with the Offeror:** subject to its legal obligations and restrictions and each Group Company's directors' fiduciary duties, will, and will procure that all other Group Companies and their respective Representatives will, consult in good faith with the Offeror with a view to providing the Offeror with access to information which it reasonably requires in relation to or in connection with the Acquisition or the Scheme (including, (a) in relation to the facilities (and syndication of the facilities) obtained or to be obtained by the Offeror or its affiliates in relation to, or in connection with, the Acquisition; and (b) in relation to the various insurance policies and coverage required by the Group, or required by the lenders of the Offeror or its affiliates to be taken by the Offeror and its subsidiaries, on and from the Effective Date) and to facilitate the timely notification of material matters affecting the respective businesses of each Group Company to the Offeror;
14. **Cooperation with the Offeror:** will, and will procure that all other Group Companies and their respective Representatives and auditors will, assist and cooperate fully with the Offeror for the consummation of the Acquisition and the implementation of the Scheme;
15. **No Action:** subject to the fiduciary duties of the directors of the Company, not take any action which may be prejudicial to the completion of the Acquisition or the implementation of the Scheme;

APPENDIX G – SPECIFIC OBLIGATIONS OF THE COMPANY

16. **No Solicitation:** during the No-Shop Period, save and except for any fiduciary duties that the Company's directors may be subject to, deal exclusively with the Offeror to complete the Scheme, and will not, and will procure that none of its Representatives will, on behalf of the Company, whether directly or indirectly, solicit, encourage, initiate or participate in any offer, proposal, interest, or make any initial or further approach to, or entertain any approach from or enter into or continue negotiations or discussions, or communicate any intention to do any of these things, with respect to any expression of interest, offer or proposal, by any person other than the Offeror or its approved nominee, to:

- (a) (whether directly or indirectly) acquire or become the holder of, or otherwise have an economic interest in:
 - (i) all or a material part of the assets, businesses, revenues and/or undertakings of any Group Company; or
 - (ii) any part of the share or loan capital of any Group Company which is equal to or exceeds five per cent. (5%) of the total issued share or loan capital of such Group Company;
- (b) effect a transaction which would preclude or restrict the Scheme or the Acquisition; or
- (c) otherwise acquire control of or merge with any Group Company (whether by way of share purchase, scheme of arrangement or amalgamation, capital reconstruction, purchase of assets, tender offer, control of the board of directors of the Company, joint venture, dual listed company structure or otherwise),

provided that nothing in the foregoing prevents the Company from providing such information to any bona fide third party in compliance with Rule 9.2 of the Code or prevents the Company from continuing to make normal presentations to brokers, portfolio investors and analysts in the ordinary and usual course of business.

For the avoidance of doubt, in the event the Company or its directors receive any notice of a bona fide general or partial offer for the Shares (an "**Unsolicited Offer**"), the Company shall be entitled to:

- (1) announce such Unsolicited Offer insofar as such announcement is required under the Listing Rules or the Code;
- (2) take such actions consistent with and to facilitate the making of any recommendation or refrain from making any recommendation to its shareholders as the directors of the Company may deem fit, pursuant to their fiduciary duties, in respect of such Unsolicited Offer; and
- (3) generally to perform all such acts as may be necessary for the directors of the Company to comply with and discharge their fiduciary duties owed to the Company and its shareholders.

During the No-Shop Period, the Company must notify the Offeror, in writing immediately if it becomes aware of any Unsolicited Offer or any approach, solicitation or attempt to initiate any negotiations, correspondence or discussions, in respect of any such expression of interest, offer or proposal of a kind referred to in this Clause 6.2.16);

APPENDIX G – SPECIFIC OBLIGATIONS OF THE COMPANY

17. **Conduct of Business by the Group:** during the period from the date of this Agreement up to (and including) the Effective Date or the date on which this Agreement is terminated pursuant to Clause 5, the Company undertakes (and undertakes to procure that the relevant members of the Group):
- (a) save as disclosed in the Disclosure Letter, shall carry on its business only in the ordinary course and in the same manner as previously conducted and in compliance in all material respects with all applicable laws and regulations and, to the extent consistent therewith, use reasonable commercial efforts to preserve intact its current business organisations, keep available the services of its current key management and preserve its relationship with key customers, key suppliers, key lenders and regulators; and
 - (b) shall procure that the Group as a whole shall carry on its business only in the ordinary course and in the same manner as previously conducted and in compliance in all material respects with all applicable laws and regulations and, to the extent consistent therewith, use reasonable commercial efforts to preserve intact its current business organisations, keep available the services of its current key management and preserve its relationship with key customers, key suppliers, key lenders and regulators; and
18. **No Dividend or Distribution:** it will not:
- (a) declare or pay dividends, rights, other distributions and/or return of capital to its shareholders;
 - (b) (and will procure that no Group Company will) create, allot or issue any shares or other securities convertible into equity securities, or create, issue or grant any option or right to subscribe in respect of any of its share capital, or agree to do any of the foregoing; or
 - (c) (and will procure that no Group Company will) without prejudice to sub-Clause (b) above, issue any equity securities, upon the exercise of options, conversion of other securities or otherwise from the Announcement Date to (and including) the Effective Date.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED
(Co. Reg. No. 199804461D)
AND SUBSIDIARY COMPANIES

FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDED
30 JUNE 2024

CONTENTS

Directors' Statement	1
Independent Auditor's Report	4
Consolidated Statement of Comprehensive Income	8
Balance Sheets	9
Statements of Changes in Equity	11
Consolidated Statement of Cash Flows	14
Notes to the Financial Statements	16

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

DIRECTORS' STATEMENT

The directors hereby present their statement to the members together with the audited consolidated financial statements of Hai Leck Holdings Limited (the "Company") and its subsidiary companies (collectively the "Group") and the balance sheet and statement of changes in equity of the Company for the financial year ended 30 June 2024.

Opinion of the directors

In the opinion of the directors,

- (a) the consolidated financial statements of the Group and the balance sheet and statement of changes in equity of the Company are drawn up so as to give a true and fair view of the financial position of the Group and of the Company as at 30 June 2024 and the financial performance, changes in equity and cash flows of the Group and the changes in equity of the Company for the financial year then ended in accordance with the provisions of the Companies Act 1967 and Singapore Financial Reporting Standards (International) ("SFRS(I)"); and
- (b) at the date of this statement, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

Directors

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

Cheng Buck Poh @ Chng Bok Poh
Cheng Wee Ling
Chua Keng Woon
Lim Hui Kwan
Reuben Tan Wei Jer

Arrangements to enable directors to acquire shares and debentures

Neither at the end of nor at any time during the financial year was the Company a party to any arrangement whose objects are, or one of whose objects is, to enable the directors of the Company to acquire benefits by means of the acquisition of shares or debentures of the Company or any other body corporate.

Directors' interests in shares and debentures

The following directors, who held office at the end of the financial year, had, according to the register of directors' shareholdings, required to be kept under Section 164 of the Singapore Companies Act 1967, an interest in shares of the Company, as stated below:

Name of director	Direct interest as at			Deemed interest as at		
	1 July 2023	30 June 2024	21 July 2024	1 July 2023	30 June 2024	21 July 2024
<i>The Company</i>						
Ordinary shares						
Cheng Buck Poh @ Chng Bok Poh	106,222,665	115,425,610	115,425,610	85,800,000	85,800,000	85,800,000
Chua Keng Woon	1,035,650	1,035,650	1,035,650	—	—	—

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Directors' interests in shares and debentures (cont'd)

Cheng Buck Poh @ Chng Bok Poh is deemed to have an interest in the shares of the Company's subsidiary companies in proportion to the Company's interest in the subsidiary companies by virtue of his interest in more than 20% of the issued share capital of the Company as provided by Section 7 of the Companies Act 1967.

Except as disclosed in this statement, no director who held office at the end of the financial year had interest in shares, share options, warrants or debentures of the Company, or of related corporations, either at the beginning or at the end of the financial year.

Share options

No option to take up unissued shares of the Company or its subsidiary companies was granted during the financial year.

There were no shares issued during the financial year by virtue of the exercise of options to take up unissued shares of the Company or its subsidiary companies whether granted before or during the financial year.

There were no unissued shares of the Company or its subsidiary companies under option at the end of the financial year.

Audit Committee

The Audit Committee ("AC") comprises the following independent directors:

Chua Keng Woon (Chairman)
Lim Hui Kwan
Reuben Tan Wei Jer

The AC performs the functions set out in the Singapore Companies Act, the Listing Manual and Best Practices Guide issued by Singapore Exchange Securities Trading Limited. In performing those functions, the AC reviewed the overall scope of the internal audit functions, external audit functions and the assistance given by the Company's officers to the auditors.

The AC met with the external auditors to discuss the results of their audit. The AC also reviewed the financial statements of the Company and the consolidated financial statements of the Group for the financial year ended 30 June 2024, as well as the external auditor's report thereon.

The AC held 4 meetings during the financial year ended 30 June 2024.

The AC, having reviewed all the non-audit services provided by the external auditors to the Group, is satisfied that the nature and extent of such services would not affect the independence of the external auditors. The AC has also conducted a review of interested person transactions.

Further details regarding the AC are disclosed in the Corporate Governance Report.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Independent auditor

The independent auditor, Baker Tilly TFW LLP, has expressed its willingness to accept re-appointment.

On behalf of the Board of Directors,

Cheng Buck Poh @ Chng Bok Poh
Director

Cheng Wee Ling
Director

20 September 2024



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**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
HAI LECK HOLDINGS LIMITED**

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Hai Leck Holdings Limited (the "Company") and its subsidiary companies (collectively, the "Group") as set out on pages 8 to 54, which comprise the balance sheets of the Group and the Company as at 30 June 2024, the statements of changes in equity of the Group and the Company and the consolidated statement of comprehensive income and consolidated statement of cash flows of the Group for the 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 balance sheet and the 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 30 June 2024 and of the consolidated financial performance, consolidated changes in equity and consolidated cash flows of the Group and changes in equity of the Company for the 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 Group in accordance with the Accounting and Corporate Regulatory Authority (ACRA) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code) together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have 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 Matter

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. The matter was 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 the matter.

Accounting for fixed-price contract - Revenue recognition

The Group recognises fixed-price contract revenue for project and maintenance services of \$13,827,000 (2023: \$6,960,000) over time based on the stage of completion of the contract activity at the end of each reporting period. The stage of completion is determined based on proportion of total contract costs incurred to-date over the estimated budgeted costs. The determination of the estimated budgeted costs (including rectification works and post-completion warranties) requires significant management estimations, which could have a material impact on the amounts of contract assets/liabilities, fixed-price contract revenues, costs and profits recognised in the year. Accordingly, we have identified this as a key audit matter.

Baker Tilly TFW LLP (trading as Baker Tilly) is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

Baker Tilly TFW LLP (Registration No. T10LL1485G) is an accounting limited liability partnership registered in Singapore under the Limited Liability Partnerships Act (Chapter 163A).



**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
HAI LECK HOLDINGS LIMITED (cont'd)**

Report on the Audit of the Financial Statements (cont'd)

Key Audit Matter (cont'd)

Accounting for fixed-price contract - Revenue recognition (cont'd)

We obtained an understanding of internal controls with respect to job management, related cost and revenue estimation process, and the accounting for such contracts. We obtained an understanding of the terms and conditions of key contracts. We performed procedures with respect to estimated budgeted costs, and management's assessment thereof. In connection with this, we discussed a range of financial and other risks, any ongoing disputes and related estimation uncertainties with the Group's finance and operational management and assessed whether these have been adequately addressed in the costing. We reviewed job files and discussed with management the progress of significant contracts to determine if there are any delays, penalties, or overruns that it is probable that the unavoidable costs of meeting the obligations under the contracts exceed the economic benefits expected to be received that require provision for onerous contracts. On a sample basis, we tested the contract costs incurred to-date. We also tested the mathematical accuracy of contract revenues and profits based on the stage of completion calculations.

We also assessed the adequacy of the relevant disclosures in Note 2(m), Note 3, Note 4, Note 20 and Note 35 to the financial statements.

Other Information

Management is responsible for the other information. The other information comprises the information included in 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 SFRS(I), 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.

**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
HAI LECK HOLDINGS LIMITED (cont'd)****Report on the Audit of the Financial Statements (cont'd)*****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:

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



**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
HAI LECK HOLDINGS LIMITED (cont'd)**

Report on the Audit of the Financial Statements (cont'd)

Auditor's Responsibilities for the Audit of the Financial Statements (cont'd)

- 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.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance 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, related safeguards.

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 companies 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 Hu Weisheng.

A handwritten signature in black ink, appearing to read "Baker Tilly", written over a light blue circular stamp.

Baker Tilly TFW LLP
Public Accountants and
Chartered Accountants
Singapore

20 September 2024

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME For the financial year ended 30 June 2024

		Group	
	Note	2024 \$'000	2023 \$'000
Revenue	4	54,348	68,617
Cost of sales		(23,975)	(31,059)
Gross profit		30,373	37,558
Other income	5	2,772	3,183
Distribution and selling expenses		(9,338)	(14,683)
Administrative expenses		(17,147)	(18,181)
Other expenses		(5,608)	(5,665)
Interest expense	8	(157)	(148)
Share of results of joint venture		(621)	2,035
Profit before taxation	6	274	4,099
Taxation	9	(417)	190
(Loss)/profit for the year		(143)	4,289
Attributable to:			
Equity holders of the Company		(143)	4,289
(Loss)/earnings per share			
Basic (cents)	10	(0.1)	1.9
Fully diluted (cents)	10	(0.1)	1.9
(Loss)/profit net of tax		(143)	4,289
Other comprehensive income, net of tax:			
<u>Items that may be reclassified to profit and loss</u>			
Foreign currency translation		(339)	(180)
Realisation of foreign currency translation reserve on liquidation of a subsidiary company		16	–
Other comprehensive income for the year, net of tax		(323)	(180)
Total comprehensive income for the year		(466)	4,109
Total comprehensive income attributable to:			
Equity holders of the Company		(466)	4,109

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

BALANCE SHEETS As at 30 June 2024

		Group		Company	
	Note	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Non-current assets					
Property, plant and equipment	11	28,485	32,390	187	289
Right-of-use assets	24	3,004	3,610	–	–
Investments in subsidiary companies	12	–	–	49,674	41,754
Investment in joint venture	13	8,549	9,506	817	817
Intangible assets	14	240	376	52	92
Other receivables and deposits	17	16	209	–	–
Deferred tax assets	25	168	250	–	–
		40,462	46,341	50,730	42,952
Current assets					
Inventories	15	1,819	1,564	–	–
Trade receivables	16	11,481	17,312	–	–
Other receivables and deposits	17	813	885	265	2,891
Prepayments and advances to suppliers	18	698	834	44	62
Customer retention monies		24	168	–	–
Amount due from a subsidiary company (trade)	19	–	–	222	433
Contract assets	20	1,349	3,211	–	–
Cash and cash equivalents	21	67,928	63,592	39,988	41,764
		84,112	87,566	40,519	45,150
Total assets		124,574	133,907	91,249	88,102
Current liabilities					
Trade and other payables	22	7,822	11,265	322	932
Amounts due to subsidiary companies (trade)	19	–	–	–	43
Amount due to a subsidiary company (non-trade)	19	–	–	11,961	12,706
Contract liabilities	20	–	134	–	–
Provisions	23	571	646	–	–
Lease liabilities	24	516	652	–	–
Income tax payable		212	109	249	116
		9,121	12,806	12,532	13,797

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

BALANCE SHEETS (cont'd) As at 30 June 2024

		Group		Company	
	Note	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Non-current liabilities					
Provisions	23	1,919	1,946	–	–
Lease liabilities	24	2,805	3,401	–	–
Deferred tax liabilities	25	622	656	108	139
		5,346	6,003	108	139
Total liabilities		14,467	18,809	12,640	13,936
Net assets		110,107	115,098	78,609	74,166
Equity attributable to equity holders of the Company					
Share capital	26(a)	65,403	65,403	65,403	65,403
Treasury shares	26(b)	(160)	(160)	(160)	(160)
Retained earnings		45,798	50,466	13,366	8,923
Foreign currency translation reserve	27	(934)	(611)	–	–
Total equity		110,107	115,098	78,609	74,166

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

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

STATEMENTS OF CHANGES IN EQUITY
For the financial year ended 30 June 2024

	Share capital (Note 26(a)) \$'000	Attributable to equity holders of the Company			Total equity \$'000
		Treasury shares (Note 26(b)) \$'000	Retained earnings \$'000	Foreign currency translation reserve (Note 27) \$'000	
Group					
Balance at 1 July 2023	65,403	(160)	50,466	(611)	115,098
Loss for the year	–	–	(143)	–	(143)
Other comprehensive income for the year	–	–	–	(323)	(323)
Total comprehensive income for the year	–	–	(143)	(323)	(466)
Contributions by and distribution to owners					
Dividends on ordinary shares (Note 28)	–	–	(4,525)	–	(4,525)
Balance at 30 June 2024	65,403	(160)	45,798	(934)	110,107

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

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

STATEMENTS OF CHANGES IN EQUITY (cont'd)
For the financial year ended 30 June 2024

	←	Attributable to equity holders of the Company			→
	Share capital (Note 26(a)) \$'000	Treasury shares (Note 26(b)) \$'000	Retained earnings \$'000	Foreign currency translation reserve (Note 27) \$'000	Total equity \$'000
Group					
Balance at 1 July 2022	65,403	(160)	50,702	(431)	115,514
Profit for the year	—	—	4,289	—	4,289
Other comprehensive income for the year	—	—	—	(180)	(180)
Total comprehensive income for the year	—	—	4,289	(180)	4,109
<u>Contributions by and distribution to owners</u>					
Dividends on ordinary shares (Note 28)	—	—	(4,525)	—	(4,525)
Balance at 30 June 2023	65,403	(160)	50,466	(611)	115,098

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

STATEMENTS OF CHANGES IN EQUITY (cont'd) For the financial year ended 30 June 2024

	← Attributable to equity holders of the Company →			
	Share capital (Note 26(a)) \$'000	Treasury shares (Note 26(b)) \$'000	Retained earnings \$'000	Total equity \$'000
Company				
Balance at 1 July 2023	65,403	(160)	8,923	74,166
Profit for the year	—	—	8,968	8,968
Total comprehensive income for the year	—	—	8,968	8,968
<u>Contributions by and distribution to owners</u>				
Dividends on ordinary shares (Note 28)	—	—	(4,525)	(4,525)
Balance at 30 June 2024	65,403	(160)	13,366	78,609
Balance at 1 July 2022	65,403	(160)	7,428	72,671
Profit for the year	—	—	6,020	6,020
Total comprehensive income for the year	—	—	6,020	6,020
<u>Contributions by and distribution to owners</u>				
Dividends on ordinary shares (Note 28)	—	—	(4,525)	(4,525)
Balance at 30 June 2023	65,403	(160)	8,923	74,166

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 30 June 2024

		Group	
	Note	2024 \$'000	2023 \$'000
Cash flows from operating activities			
Profit before taxation		274	4,099
Adjustments:			
Depreciation of property, plant and equipment	11	4,456	4,182
Depreciation of right-of-use assets	24	736	826
Amortisation of intangible assets	14	205	410
Gain on disposal of property, plant and equipment	5	(313)	(426)
Impairment loss on property, plant and equipment	11	113	–
Share of results of joint venture		621	(2,035)
Write-back of provision for warranty, net	23	(177)	(710)
Provision for onerous contract	23	102	–
Write-back of expected credit losses, net	16	(49)	(79)
(Write-back of provision)/provision for stock obsolescence	6	(7)	16
Write-back of provision for reinstatement cost	23	(27)	–
Interest income	5	(1,445)	(1,002)
Interest expense	8	157	148
Loss on lease modification	6	83	–
Loss on dilution of interest in joint venture	6	–	27
Unrealised exchange loss/(gain)		13	(14)
Operating cash flows before working capital changes		4,742	5,442
Changes in working capital:			
Decrease in customer retention monies, trade and other receivables, deposits, prepayments and advances to suppliers		6,307	7,080
Increase in inventories		(248)	(278)
Decrease/(increase) in contract assets/liabilities, net		1,728	(3,554)
Decrease in trade and other payables		(3,443)	(5,800)
Cash generated from operations		9,086	2,890
Tax paid		(266)	(3,340)
Net cash flows generated from/(used in) operating activities		8,820	(450)
Cash flows from investing activities			
Interest received		1,563	617
Purchase of property, plant and equipment	11	(821)	(5,930)
Purchase of intangible assets	14	(69)	(315)
Proceeds from disposal of property, plant and equipment		470	541
Net cash flows generated from/(used in) investing activities		1,143	(5,087)

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

CONSOLIDATED STATEMENT OF CASH FLOWS (cont'd)

For the financial year ended 30 June 2024

		Group	
	Note	2024 \$'000	2023 \$'000
Cash flows from financing activities			
Interest paid	24	(157)	(148)
Payment of principal portion of lease liabilities	24	(945)	(956)
Decrease in fixed deposit pledged		–	1,134
Dividends paid	28	(4,525)	(4,525)
Net cash flows used in financing activities		(5,627)	(4,495)
Net increase/(decrease) in cash and cash equivalents		4,336	(10,032)
Cash and cash equivalents at the beginning of the year		63,592	73,624
Cash and cash equivalents at the end of the year	21	67,928	63,592

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

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

HAI LECK HOLDINGS LIMITED AND SUBSIDIARY COMPANIES

NOTES TO THE FINANCIAL STATEMENTS

For the financial year ended 30 June 2024

1. Corporate information

Hai Leck Holdings Limited (the “Company”) is a limited liability company, domiciled and incorporated in Singapore and is listed on the Singapore Exchange Securities Trading Limited (“SGX-ST”).

The registered office and principal place of business of the Company is located at 47 Tuas View Circuit, Singapore 637357.

The principal activities of the Company are those of investment holding and providing managerial, administrative, supervisory and consultancy services to its subsidiary companies. The principal activities of the subsidiary companies and joint venture are disclosed in Notes 12 and 13 respectively.

2. Material accounting policies

(a) Basis of preparation

The consolidated financial statements of the Group and the balance sheet and statement of changes in equity of the Company have been prepared in accordance with the provisions of the Companies Act 1967 and Singapore Financial Reporting Standards (International) (“SFRS(I”).

The financial statements have been prepared on the historical cost basis, except as disclosed in the accounting policies below.

The financial statements are presented in Singapore Dollars (“SGD” or “\$”), which is also the Company’s functional currency. All values are rounded to the nearest thousand (“\$’000”), except when otherwise indicated.

(b) Changes in accounting policies

The accounting policies adopted are consistent with those of the previous financial year except in the current financial year, the Group has adopted all the new and revised standards which are effective for annual periods beginning on or after 1 July 2023. The adoption of these standards and interpretations did not have any effect on the financial performance or position of the Group and the Company except as disclosed below:

Amendments to SFRS(I) 1-1 and SFRS(I) Practice Statement 2: Disclosure of Accounting Policies

The amendments to SFRS(I) 1-1 and SFRS(I) Practice Statement 2 *Making Materiality Judgements* provide guidance and examples to help entities apply materiality judgements to accounting policy disclosures. The amendments require entities to disclose their material accounting policies rather than their significant accounting policies, and provide guidance on how entities apply the concept of materiality in making decisions about accounting policy disclosures.

The Group has adopted the amendments to SFRS(I) 1-1 on disclosures of accounting policies. The amendments have no impact on the measurement, recognition and presentation of any items in the Group’s and the Company’s financial statements.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

2. Material accounting policies (cont'd)

(b) Changes in accounting policies (cont'd)

Amendments to SFRS(I) 1-12: Deferred Tax related to Assets and Liabilities arising from a Single Transaction

The amendments narrow the scope of the initial recognition exemption to exclude transactions that give rise to equal amounts of taxable and deductible temporary differences, such as leases and reinstatement provision liabilities. For leases and reinstatement provision liabilities, an entity is required to recognise the associated deferred tax assets (subject to the recoverability criteria under SFRS(I) 1-12) and liabilities from the beginning of the earliest comparatives period presented, with any cumulative effect recognised as an adjustment to retained earnings or other components of equity at that date. For other transactions, an entity applies the amendments to transactions that occur on or after the beginning of the earliest period presented.

The Group and the Company have previously accounted for deferred tax on leases and reinstatement provision liabilities by applying the “integrally linked” approach, resulting in a similar outcome under the amendments, except that the deferred tax asset or liability was recognised on a net basis. The amendments have no impact to the Group’s and the Company’s balance sheet and opening retained earnings as at 1 July 2022 except that the Group and the Company have now recognised a separate deferred tax asset in relation to its lease liability and a deferred tax liability in relation to its right-of-use assets as disclosed in Note 25.

(c) Standards issued but not yet effective

The Group has not adopted the following standards that have been issued but not yet effective:

<i>Description</i>	<i>Effective for annual periods beginning on or after</i>
Amendments to SFRS(I) 1-1 <i>Classification of Liabilities as Current or Non-current</i>	1 January 2024
Amendments to SFRS(I) 1-16 <i>Lease liability in a Sale and Leaseback</i>	1 January 2024
Amendments to SFRS(I) 1-1 <i>Non-current Liabilities with Covenants</i>	1 January 2024
Amendments to SFRS(I) 1-7 and SFRS(I) 7 <i>Supplier Finance Arrangements</i>	1 January 2024
Amendments to SFRS(I) 1-21 <i>Lack of Exchangeability</i>	1 January 2025
Amendments to SFRS(I) 10 and SFRS(I) 1-28 <i>Sale or Contribution of Assets between an Investor and its Associate or Joint Venture</i>	To be determined

The directors expect that the adoption of the standards above will have no material impact on the financial statements in the year of initial application.

(d) Business combinations

Business combinations are accounted for by applying the acquisition method. Identifiable assets acquired and liabilities assumed in a business combination are measured initially at their fair values at the acquisition date.

(e) Subsidiary companies

In the Company’s separate financial statements, investments in subsidiary companies are accounted for at cost less any impairment losses.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

2. Material accounting policies (cont'd)

(f) Joint arrangement

The Group recognises its interest in a joint venture as an investment and accounts for the investment using the equity method from the date on which it becomes a joint venture.

In the Company's financial statements, investment in joint venture is carried at cost less accumulated impairment loss.

(g) Property, plant and equipment

All items of property, plant and equipment are initially recorded at cost. Subsequent to recognition, property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses.

Depreciation is computed on a straight-line basis over the estimated useful life of the asset as follows:

Leasehold premises	-	25 to 33 years
Machineries and equipment	-	5 to 10 years
Motor vehicles	-	5 years
Office equipment	-	10 years
Workshop tools and equipment	-	3 to 5 years
Trucks, cranes and forklifts	-	5 years
Computers	-	1 to 3 years
Electrical appliances, air-conditioners, furniture and fittings and renovation	-	3 to 10 years

Improvements to leasehold premises are depreciated over the remaining life of the lease. Assets under construction included in property, plant and equipment are not depreciated as these assets are not yet available for use.

(h) Intangible assets

Computer software

Computer software that is accounted for as an intangible asset is measured initially at cost and amortised on a straight-line basis over 3 years.

(i) Impairment of financial assets

For trade receivables, customer retention monies and contract assets, the Group applies a simplified approach in calculating expected credit losses ("ECLs"). Therefore, the Group does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date. The Group has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

The Group considers a financial asset in default when contractual payments are 180 days past due. However, in certain cases, the Group may also consider a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

2. Material accounting policies (cont'd)

(j) Inventories

Inventories are stated at the lower of cost and net realisable value. Costs incurred in bringing the inventories to their present location and condition are accounted for using purchase costs on a first-in, first-out basis.

(k) Provisions

Provision for warranty

Provision for warranty is recognised when service is provided. Initial recognition is based on historical experience. The initial estimate of warranty costs is revised annually and any change is charged or credited to profit or loss.

Provision for onerous contracts

If the Group has a contract that is onerous, the present obligation under the contract is recognised and measured as a provision. Before a separate provision for an onerous contract is established, the Group recognises any impairment loss that has occurred on assets dedicated to that contract. An onerous contract is a contract under which the unavoidable costs (i.e. the costs that the Group cannot avoid because it has the contract) of meeting the obligations under the contract exceed the economic benefits expected to be received under it. The unavoidable costs under a contract reflect the least net cost of exiting from the contract, which is the lower of the cost of fulfilling it and any compensation of penalties arising from failure to fulfil it. The cost of fulfilling a contract comprises the costs that relate directly to the contract (i.e. both incremental costs and an allocation of costs directly related to contract activities).

(l) Leases - as lessee

The Group applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Group recognises lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

Right-of-use assets

Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. Right-of-use assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets as follows:

Leasehold land	-	28 to 60 years
Office premises	-	3 to 6 years
Office equipment	-	5 years
Staff accommodation	-	2 years

If ownership of the leased asset transfers to the Group at the end of the lease term or the cost reflects the exercise of a purchase option, depreciation is calculated using the estimated useful life of the asset.

Short-term leases and leases of low-value assets

The Group applies the short-term lease recognition exemption to its short-term lease of dormitory premises (i.e. those leases that have a lease term of 12 months or less from the commencement date and do not contain a purchase option). It also applies the lease of low-value assets recognition exemption to leases of equipment that are considered to be low value. Lease payments on short-term leases and leases of low-value assets are recognised as expense on a straight-line basis over the lease term.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

2. Material accounting policies (cont'd)

(m) Revenue

Revenue from fixed-price contracts whereby the Group has an enforceable right to payment for performance completed to-date is recognised over time, based on proportion of total contract costs incurred to-date over the estimated budgeted costs (including rectification works and post-completion warranties). Progress billings to the customers are based on a payment schedule in the contract which may be triggered upon achievement of specified project milestones. A contract asset is recognised when the Group has performed under the contract but has not yet billed the customer. Conversely, a contract liability is recognised when the Group has not yet performed under the contract but has received consideration from the customer. Contract assets are transferred to receivables when the rights to consideration become unconditional. Contract liabilities are recognised as revenue as the Group performs under the contract.

Revenue from services is recognised over time as the customer simultaneously receives and consumes the benefits of the services as they are provided. The Group applies the practical expedient to recognise revenue for these services as invoiced as the Group's right to payment is for an amount that corresponds directly with the value to the customer of the services provided by the Group.

For contracts with variable considerations (such as billing deductions and discounts), the variable consideration is typically estimated using the expected value method and constrained based on the Group's experience with similar types of contracts and is included in the transaction only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Group recognises revenue for such contracts over time based on performance completed to-date.

At the end of each reporting date, the Group updates its assessment of the estimated transaction price, including its assessment of whether an estimate of variable consideration is constrained. The corresponding amounts are adjusted against revenue in the period in which the transaction price changes.

Trading revenue is recognised at a point in time when the Company satisfies a performance obligation by transferring the promised good or service to the customer, which is when the customer obtains control of the good or service.

3. Significant accounting estimates and judgements

The preparation of the Group's consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the disclosure of contingent liabilities at the end of each reporting period. However, uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in the future periods.

Key sources of estimation uncertainty

The key assumptions concerning the future and other key sources of estimation uncertainty at the end of the reporting period are discussed below. The Group based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising beyond the control of the Group. Such changes are reflected in the assumptions when they occur.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

3. Significant accounting estimates and judgements (cont'd)

Key sources of estimation uncertainty (cont'd)

Allowance for expected credit losses of trade receivables, customer retention monies and contract assets

The Group uses a provision matrix to calculate ECLs for trade receivables, customer retention monies and contract assets. The provision rates are based on days past due for groupings of various customer segments that have similar loss patterns.

The provision matrix is initially based on the Group's historical observed default rates. The Group will calibrate the matrix to adjust historical credit loss experience with forward-looking information. At each reporting date, historical default rates are updated and changes in the forward-looking estimates are analysed.

The assessment of the correlation between historical observed default rates, forecast economic conditions and ECLs is a significant estimate. The amount of ECLs is sensitive to changes in circumstances and forecast of economic conditions. The Group's historical credit loss experience and forecast of economic conditions may also not be representative of customer's actual default in the future. The information about the ECLs on the Group's trade receivables, customer retention monies and contract assets is disclosed in Note 32(b).

Impairment of non-financial assets

The Group assesses whether there are any indicators of impairment for all non-financial assets at each reporting date. Non-financial assets are tested for impairment when there are indicators that the carrying value of an asset or cash-generating unit exceeds its recoverable amount, which is the higher of its fair value less costs of disposal and its value in use.

The fair value less costs of disposal assessment of non-financial assets is based on available market data and recent transactions of similar assets less costs for disposing the asset.

When value in use calculations are undertaken, management estimates the expected future cash flows from the asset or cash-generating unit and applies a suitable discount rate in order to calculate the present value of those cash flows.

The carrying amount of the Group's property, plant and equipment, right-of-use assets and the Company's investments in subsidiary companies as at 30 June 2024 were \$28,485,000 (2023: \$32,390,000), \$3,004,000 (2023: \$3,610,000) and \$49,674,000 (2023: \$41,754,000) respectively. An impairment loss on property, plant and equipment of \$113,000 (2023: Nil) was recognised for the financial year ended 30 June 2024.

Revenue recognition

The Group recognises fixed-price contract revenue over time based on the stage of completion of the contract activity at the end of each reporting period. The stage of completion is determined based on proportion of total contract costs incurred to-date over the estimated budgeted costs.

The determination of the estimated budgeted costs (including rectification works and post-completion warranties) requires significant management estimations, which could have a material impact on the amounts of contract assets/liabilities, fixed-price contract revenues, costs and profits recognised in the year. In making these estimations, management relies on past experience and knowledge of job specialists.

The management has determined that a cost-based input method provides a faithful depiction of the Group's performance in transferring control to the customers, as it reflects the Group's efforts incurred to-date relative to the total inputs expected to be incurred for the jobs. Fixed-price contract revenue for the year ended 30 June 2024 was \$13,827,000 (2023: \$6,960,000) for the Group.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

3. Significant accounting estimates and judgements (cont'd)

Key sources of estimation uncertainty (cont'd)

Provision for warranty

Provision for warranty is recognised for expected warranty claims from painting works. Management has estimated the amount of provision based on their past experience and understanding of the historical trends of warranty claims and the warranty periods. It is expected that the provision will be utilised within the respective warranty periods. The provision for warranty as at 30 June 2024 amounted to \$469,000 (2023: \$646,000).

Judgements made in applying accounting policies

Management is of the opinion that there are no significant judgements made in applying accounting estimates and policies that have a significant risk of causing a material adjustment to the carrying amount of assets and liabilities within the next financial year.

4. Revenue

	Group 2024 \$'000	2023 \$'000
<u>Disaggregation of revenue by timing of revenue recognition:</u>		
Project and maintenance services		
- Over time*	40,221	48,589
- Point in time	89	352
Contract centre services – Over time	14,038	19,676
	54,348	68,617

* Included in project and maintenance services is fixed-price contract revenue amounted to \$13,827,000 (2023: \$6,960,000).

5. Other income

	Group 2024 \$'000	2023 \$'000
Interest income from:		
- Fixed deposits	1,440	981
- Bank deposits	5	21
Gain on disposal of property, plant and equipment	313	426
Government grant income	750	1,397
Others	264	358
	2,772	3,183

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

6. Profit before taxation

The following items have been included in arriving at profit before taxation:

	Group	
	2024 \$'000	2023 \$'000
Audit fees:		
- Auditors of the Company	144	148
- Other auditors – non-network firms	1	1
Non-audit fees:		
- Auditors of the Company	–	–
Depreciation of property, plant and equipment (Note 11)	4,456	4,182
Depreciation of right-of-use assets (Note 24)	736	826
Amortisation of intangible assets (Note 14)	205	410
Impairment loss on property, plant and equipment (Note 11)	113	–
Employee benefits expenses (Note 7)	35,292	42,541
Foreign exchange loss, net	10	14
(Write-back of provision)/provision for stock obsolescence	(7)	16
Loss on dilution of interest in joint venture (Note 13)	–	27
Loss on lease modification	83	–
Write-back of expected credit losses, net (Note 16)	(49)	(79)
Write-back of provision for warranty, net (Note 23)	(177)	(710)
Write-back of provision for reinstatement cost (Note 23)	(27)	–
Provision for onerous contract (Note 23)	102	–

7. Employee benefits expenses

	Group	
	2024 \$'000	2023 \$'000
<i>Employee benefits expenses (including Executive Directors)</i>		
Wages, salaries, bonuses	26,966	31,674
Central Provident Fund contributions	1,497	1,786
Others	6,829	9,081
	35,292	42,541

Employee benefits expenses include the amount of Directors' remuneration as disclosed in Note 29(b).

Employee benefits costs are charged into cost of sales and administrative expenses according to where the employees are deployed.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

8. Interest expense

	Group	
	2024 \$'000	2023 \$'000
Interest expense on lease liabilities	157	148

9. Taxation

	Group	
	2024 \$'000	2023 \$'000
Current taxation		
- Current year	315	211
- Under/(over) provision in respect of prior years	54	(326)
Deferred taxation		
- Origination and reversal of temporary differences	31	365
- Under/(over) provision in respect of prior years	17	(440)
Tax expense/(credit)	417	(190)

The reconciliation of the tax expense/(credit) and the product of accounting profit multiplied by the applicable tax rate is as follows:

	Group	
	2024 \$'000	2023 \$'000
Profit before taxation	274	4,099
Tax at Singapore statutory tax rate of 17% (2023: 17%)	47	697
Adjustments:		
Effect of partial tax exemption and tax incentives	(68)	(82)
Non-deductible expenses	269	306
Non-taxable income	—	(14)
Under/(over) provision in respect of prior years, net	71	(766)
Tax on undistributed earnings of joint venture	(8)	15
Share of results of joint venture	106	(346)
	417	(190)

10. (Loss)/earnings per share

Basic (loss)/earnings per share is calculated by dividing the (loss)/profit for the year that is attributable to ordinary equity holders of the Company by the weighted average number of ordinary shares outstanding during the year.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

10. (Loss)/earnings per share (cont'd)

Diluted (loss)/earnings per share is calculated by dividing the (loss)/profit for the year that is attributable to ordinary equity holders of the Company by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on the conversion of all the dilutive potential ordinary shares into ordinary shares.

The following tables reflect the (loss)/profit and share data used in the computation of basic and diluted (loss)/earnings per share for the years ended 30 June:

	Group	
	2024	2023
	\$'000	\$'000
(Loss)/profit for the year attributable to ordinary equity holders of the Company used in computation of basic and diluted earnings per share	(143)	4,289
	<hr/>	
	Number of shares	
	2024	2023
	'000	'000
Weighted average number of ordinary shares for basic and diluted earnings per share computation	226,241	226,241
	<hr/>	

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

11. Property, plant and equipment

	Leasehold premises \$'000	Machineries and equipment \$'000	Motor vehicles \$'000	Office equipment \$'000	Workshop tools and equipment \$'000	Trucks, cranes and forklifts \$'000	Computers \$'000	Electrical appliances, air-conditioners, furniture and fittings and renovation \$'000	Assets under construction \$'000	Total \$'000
Group										
Cost										
At 1 July 2022	50,532	28,747	3,734	868	6,028	5,763	3,837	3,232	221	102,962
Additions	–	3,404	911	69	580	49	468	449	–	5,930
Disposals/written off	(15,419)	(1,928)	(404)	–	(122)	(562)	–	(79)	(5)	(18,519)
Reclassifications	–	–	–	–	–	–	216	–	(216)	–
At 30 June 2023 and 1 July 2023	35,113	30,223	4,241	937	6,486	5,250	4,521	3,602	–	90,373
Additions	–	377	216	12	81	–	107	28	–	821
Disposals/written off	–	(557)	(150)	(2)	(97)	(795)	(320)	(87)	–	(2,008)
At 30 June 2024	35,113	30,043	4,307	947	6,470	4,455	4,308	3,543	–	89,186

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

11. Property, plant and equipment (cont'd)

Group	Leasehold premises \$'000	Machineries and equipment \$'000	Motor vehicles \$'000	Office equipment \$'000	Workshop tools and equipment \$'000	Trucks, cranes and forklifts \$'000	Computers \$'000	Electrical appliances, air-conditioners, furniture and fittings renovation \$'000	Assets under construction \$'000	Total \$'000
Accumulated depreciation and impairment loss										
At 1 July 2022	26,244	26,440	2,845	677	5,353	5,471	3,341	1,834	–	72,205
Depreciation charge for the year	1,286	953	494	49	428	98	394	480	–	4,182
Disposals/written off	(15,419)	(1,906)	(340)	–	(122)	(562)	–	(55)	–	(18,404)
At 30 June 2023 and 1 July 2023	12,111	25,487	2,999	726	5,659	5,007	3,735	2,259	–	57,983
Depreciation charge for the year	1,285	1,308	445	50	383	79	438	468	–	4,456
Disposals/written off	–	(533)	(46)	(2)	(94)	(777)	(320)	(79)	–	(1,851)
Impairment loss	–	25	12	6	28	–	2	40	–	113
At 30 June 2024	13,396	26,287	3,410	780	5,976	4,309	3,855	2,688	–	60,701
Net carrying amount										
At 30 June 2024	21,717	3,756	897	167	494	146	453	855	–	28,485
At 30 June 2023	23,002	4,736	1,242	211	827	243	786	1,343	–	32,390

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

11. Property, plant and equipment (cont'd)

	Computers \$'000	Motor vehicles \$'000	Total \$'000
Company			
Cost			
At 1 July 2022, 30 June 2023, 1 July 2023 and 30 June 2024	337	505	842
Accumulated depreciation			
At 1 July 2022	329	130	459
Depreciation charge for the year	7	87	94
At 30 June 2023 and 1 July 2023	336	217	553
Depreciation charge for the year	1	101	102
At 30 June 2024	337	318	655
Net carrying amount			
At 30 June 2024	–	187	187
At 30 June 2023	1	288	289

The cash outflow on acquisition of property, plant and equipment for the Group amounted to \$821,000 (2023: \$5,930,000).

Impairment of property, plant and equipment

During the financial year ended 30 June 2024, the subsidiary companies of the Group within the project and maintenance services segment, performed an impairment assessment and carried out a review of the recoverable amounts of its property, plant and equipment as these subsidiary companies were making losses. The recoverable amounts of \$2,187,000 were assessed based on their fair value less cost of disposal (“FVLCD”). The fair values determined are within Level 3 of the fair value hierarchy.

Pursuant to the impairment assessments, a net impairment loss of \$113,000 (Note 6) was recognised in “Other expenses” line item of profit or loss.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

12. Investments in subsidiary companies

	Company	
	2024 \$'000	2023 \$'000
Unquoted equity shares, at cost	104,760	65,751
Capital contributions	–	24,029
Less: Impairment losses	(55,086)	(48,026)
	49,674	41,754

Capital contributions are unsecured, interest-free loans provided to subsidiary companies. The loans were repayable at the sole discretion of the respective subsidiary companies.

During the financial year, a subsidiary company, Hai Leck Engineering & Construction Pte. Ltd. increased its issued and paid-up share capital from \$24,000,000 (2023: \$4,000,000) comprising 24,000,000 (2023: 4,000,000) ordinary shares to \$52,859,260 (2023: \$24,000,000) comprising 52,859,260 (2023: 24,000,000) ordinary shares via allotment of 28,859,260 (2023: 20,000,000) new ordinary shares for a consideration of \$28,859,260 (2023: \$20,000,000) which was satisfied via capitalisation of the loans to the subsidiary company of \$23,859,260 (2023: \$20,000,000) and cash amounting to \$5,000,000 (2023: Nil).

During the financial year, the Company wrote-off its loan to a subsidiary company, Hai Leck Overseas Investments Pte. Ltd. amounting to \$170,000 against its provision for impairment losses as the subsidiary company commenced voluntary winding up procedures.

On 27 May 2024, the Group carried out an internal restructuring exercise pursuant to which 2,425,333 ordinary shares representing 100% of the issued share capital of Tele-centre Services Pte Ltd was transferred from United Holding (1975) Pte. Ltd. to the Company for a cash consideration of \$10,150,000.

Impairment losses

The movement in impairment losses on investments in subsidiary companies are as follows:

	Company	
	2024 \$'000	2023 \$'000
Movement in allowance account:		
At beginning of the financial year	48,026	48,026
Charge for the financial year	7,230	–
Written off	(170)	–
At end of the financial year	55,086	48,026

During the financial year ended 30 June 2024, the property, plant and equipment held by certain subsidiary companies in the project and maintenance services segment were subjected to impairment assessment (Note 11) as these subsidiary companies were making losses. Accordingly, management had estimated the recoverable amounts of \$7,354,000, using the adjusted net asset approach premised on the FVLCD of the subsidiary companies' assets and book values of other net assets that approximate fair value. The impairment assessment resulted in an additional impairment loss of \$7,230,000 in respect of the Company's investments in these subsidiary companies based on the FVLCD. The fair values determined are within Level 3 of the fair value hierarchy.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

12. Investments in subsidiary companies (cont'd)

Details of subsidiary companies are as follows:

Name of company	Principal activities	Country of incorporation	Percentage of equity held by the Group	
			2024 %	2023 %
Held by the Company				
Hai Leck Engineering (Private) Limited*	Oil & gas and chemical industries related construction and maintenance services	Singapore	100	100
Hai Leck Engineering & Construction Pte. Ltd.*	Engineered solutions and mechanical works	Singapore	100	100
Hai Leck Industrial Services Pte. Ltd.*	Trading and contracting for thermal insulations, refractories and fire-protection for steel structures	Singapore	100	100
Hai Leck Overseas Investments Pte. Ltd.^	Investment holding	Singapore	100	100
United Holding (1975) Pte. Ltd.^	Mixed construction activities and investment holding	Singapore	100	100
Hai Leck Integrated Services Pte. Ltd.*	Provision of manpower supply, dormitory services and other dormitory related services	Singapore	100	100
Hai Leck Services Pte. Ltd.*	Provision of dormitory services and other dormitory related services	Singapore	100	100
Hai Leck Engineering (Thailand) Co., Ltd.#	Oil & gas and chemical industries related construction and maintenance services	Thailand	100	100
Tele-centre Services Pte Ltd*	Providing call centre services, telecommunications and information technology	Singapore	100	—
Held by subsidiary companies				
Tele-centre Services Pte Ltd*	Providing call centre services, telecommunications and information technology	Singapore	—	100
Hai Leck Corporation Sdn. Bhd.^	Oil & gas and chemical industries related construction and maintenance services	Malaysia	—	100

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

12. Investments in subsidiary companies (cont'd)

Details of subsidiary companies are as follows (cont'd):

- * Audited by Baker Tilly TFW LLP, Singapore.
- ^ Not required to be audited. On 27 December 2023, the voluntary winding up procedures in respect of Hai Leck Corporation Sdn. Bhd. were completed.
- ^^ Not required to be audited. During the financial year, the Group commenced voluntary winding up procedures in respect of these subsidiary companies. As at 30 June 2024, the voluntary winding up procedures are still ongoing.
- # Not required to be audited. During the financial year, the Group commenced voluntary winding up procedures in respect of Hai Leck Engineering (Thailand) Co., Ltd. Subsequent to the end of the financial year, the voluntary winding up procedures were completed.

13. Investment in joint venture

	Group		Company	
	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Investment in joint venture	8,549	9,506	817	817

The Group has a joint venture agreement with another party in Thailand that provides both parties with joint control over the financial and operating policies of Logthai - Hai Leck Engineering Co., Ltd ("Logthai").

Details of the joint venture are as follows:

Name of company	Principal activities	Country of incorporation	Percentage of equity held by the Group	
			2024 %	2023 %
Held by the Company				
Logthai - Hai Leck Engineering Co., Ltd*	Oil & gas and chemical industries related construction and maintenance services	Thailand	44.66	44.66

- * Audited by Audit Teams, Thailand.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

13. Investment in joint venture (cont'd)

Summarised financial information in respect of Logthai is as follows:

	2024 \$'000	2023 \$'000
Summarised balance sheet		
Cash and cash equivalents	3,104	2,996
Other current assets	12,364	11,093
Current assets	15,468	14,089
Non-current assets	7,423	10,217
Total assets	22,891	24,306
Current liabilities	3,246	2,487
Non-current liabilities	501	533
Total liabilities	3,747	3,020
Net assets	19,144	21,286
Proportion of the Group's ownership	44.66%	44.66%
Group's share of net assets, representing carrying amount of the investment	8,549	9,506
Summarised statement of comprehensive income		
Revenue	23,267	28,451
Depreciation and amortisation	750	620
Tax (credit)/expense	(271)	1,384
(Loss)/profit for the financial year, representing total comprehensive income for the financial year	(1,390)	4,448

In the financial year ended 30 June 2023, Logthai issued 32,000 new ordinary shares with par value of THB100 to its managing director for a cash consideration of approximately \$0.2 million. Consequently, the Group's interest in Logthai reduced from 49% to 44.66%, resulting in loss on dilution of approximately \$27,000.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

14. Intangible assets

	Club memberships \$'000	Customer contracts \$'000	Intellectual property \$'000	Computer software \$'000	Total \$'000
Group Cost					
At 1 July 2022	199	271	190	1,897	2,557
Additions	–	–	–	315	315
At 30 June 2023 and 1 July 2023	199	271	190	2,212	2,872
Additions	–	–	–	69	69
At 30 June 2024	199	271	190	2,281	2,941
Accumulated amortisation					
At 1 July 2022	140	271	190	1,485	2,086
Amortisation for the financial year	11	–	–	399	410
At 30 June 2023 and 1 July 2023	151	271	190	1,884	2,496
Amortisation for the financial year	12	–	–	193	205
At 30 June 2024	163	271	190	2,077	2,701
Net carrying amount					
At 30 June 2024	36	–	–	204	240
At 30 June 2023	48	–	–	328	376

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

14. Intangible assets (cont'd)

	Computer software \$'000	Total \$'000
Company		
Cost		
At 1 July 2022	71	71
Additions	49	49
At 30 June 2023, 1 July 2023 and 30 June 2024	120	120
Accumulated amortisation		
At 1 July 2022	—*	—*
Amortisation for the financial year	28	28
At 30 June 2023 and 1 July 2023	28	28
Amortisation for the financial year	40	40
At 30 June 2024	68	68
Net carrying amount		
At 30 June 2024	52	52
At 30 June 2023	92	92

* Amount is less than \$1,000.

15. Inventories

	2024 \$'000	Group 2023 \$'000
Raw materials, supplies and consumables	1,819	1,564

During the financial year, inventories recognised as an expense in the consolidated statement of comprehensive income under cost of sales amounted to \$3,202,000 (2023: \$4,296,000).

16. Trade receivables

	2024 \$'000	Group 2023 \$'000
Trade receivables - external	11,628	17,499
Less: Allowance for expected credit losses	(147)	(187)
	11,481	17,312
Less: GST receivable	(164)	(307)
Net trade receivables excluding GST receivable	11,317	17,005

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

16. Trade receivables (cont'd)

Trade receivables

Trade receivables pertain to receivables from contracts with customers, are non-interest bearing and are generally on 30 to 90 days terms. They are recognised at their original invoice amounts which represents their fair values on initial recognition.

Expected credit losses ("ECL")

The movement in allowance for ECL computed based on lifetime ECL are as follows:

	Trade receivables \$'000	Customer retention monies \$'000	Contract assets \$'000	Total \$'000
Group				
At 1 July 2022	227	49	6	282
Charge for the financial year	–	–	9	9
Written-back	(40)	(48)	–	(88)
At 30 June 2023 and 1 July 2023	187	1	15	203
Written-back	(40)	–	(9)	(49)
At 30 June 2024	147	1	6	154

17. Other receivables and deposits

	Group		Company	
	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Current:				
Other receivables	349	509	265	391
Deposits	464	371	–	–
Government grant receivables	–	5	–	–
Dividend receivable	–	–	–	2,500
	813	885	265	2,891
Non-current:				
Other receivables	–	60	–	–
Deposits	16	149	–	–
	16	209	–	–
Total	829	1,094	265	2,891

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

18. Prepayments and advances to suppliers

	Group		Company	
	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Prepaid expenses	432	438	44	62
Advances to suppliers	266	396	–	–
	698	834	44	62

19. Amount due from a subsidiary company (trade)

Amounts due to subsidiary companies (trade)

Amount due to a subsidiary company (non-trade)

These amounts are unsecured, interest-free, repayable on demand and to be settled in cash.

20. Contract assets/liabilities

Information about contract assets, contract liabilities and trade receivables from contracts with customers is as follows:

	30.6.2024 \$'000	Group 30.6.2023 \$'000	1.7.2022 \$'000
Contract assets	1,349	3,211	484
Contract liabilities	–	134	961
Trade receivables	11,317	17,005	19,951

Contract assets primarily relate to the Group's right to consideration for work completed but not yet billed at reporting date for projects. Contract assets are transferred to receivables when the rights become unconditional.

Contract liabilities primarily relate to the Group's obligation to transfer goods or services to customers for which the Group has received considerations from customers for projects. Contract liabilities are recognised as revenue as the Group performs under the contract.

(i) Significant changes in contract assets are explained as follows:

	Group	
	2024 \$'000	2023 \$'000
Contract assets reclassified to receivables	3,211	484

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

20. Contract assets/liabilities (cont'd)

(ii) Significant changes in contract liabilities are explained as follows:

	Group	
	2024	2023
	\$'000	\$'000
Revenue recognised that was included in the contract liabilities balance at the beginning of the financial year	134	961

The Group applies the practical expedient not to disclose information about its remaining performance obligations as they form part of contracts that have an original expected duration for one year or less.

21. Cash and cash equivalents

Fixed deposits are made for varying periods depending on the immediate cash requirements of the Group, and earn interest at the respective short-term deposit rates. Interest rates on fixed deposits range from 2.75% to 4.2% (2023: 3.0% to 4.2%) per annum.

	Group		Company	
	2024	2023	2024	2023
	\$'000	\$'000	\$'000	\$'000
Cash and bank balances	19,287	18,745	1,534	1,449
Fixed deposits	48,641	44,847	38,454	40,315
Cash and cash equivalents presented in the consolidated statement of cash flows	67,928	63,592	39,988	41,764

22. Trade and other payables

	Group		Company	
	2024	2023	2024	2023
	\$'000	\$'000	\$'000	\$'000
Trade payables	876	2,228	–	–
Amount due to a joint venture (trade)	119	117	–	–
GST payable	680	650	2	8
Other payables	290	1,076	–	707
Accrued operating expenses	5,521	6,913	286	217
Deferred income	196	141	34	–
Supplier retention monies	140	140	–	–
	7,822	11,265	322	932

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

22. Trade and other payables (cont'd)

Trade payables

Trade payables are non-interest bearing and are normally settled on 30 to 90 days terms.

Other payables

Other payables are non-interest bearing and have an average term of 60 days.

23. Provisions

	Warranty \$'000	Reinstatement cost \$'000	Group Onerous contract \$'000	Total \$'000
At 1 July 2022	1,393	2,051	–	3,444
Utilisation during the financial year	(37)	(105)	–	(142)
Provided during the financial year	114	–	–	114
Written-back during the financial year	(824)	–	–	(824)
At 30 June 2023 and 1 July 2023	646	1,946	–	2,592
Provided during the financial year	153	–	102	255
Written-back during the financial year	(330)	(27)	–	(357)
At 30 June 2024	469	1,919	102	2,490

	Group 2024 \$'000	2023 \$'000
Current	571	646
Non-current	1,919	1,946
Total	2,490	2,592

Provision for warranty is recognised when service is provided. The Group typically provides a 5-year warranty to its customers for painting works. The amount of the provision for warranty is estimated based on past experience of operations management.

The provision for reinstatement costs pertain to costs to be incurred for the restoration of the Group's property, plant and equipment.

If the Group has a contract that is onerous, in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, the present obligation under the contract is recognised and measured as a provision. The estimation basis for the provisions is reviewed on an ongoing basis and revised where appropriate.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

24. Leases – as lessee

The Group has lease contracts for various items of land, office premises and office equipment used in its operations. The Group also has lease contract for apartment to house its workers. The Group's obligations under its leases are secured by the lessors' title to the leased assets.

The Group also has leases of office equipment with low value and dormitory premises with terms not more than 12 months. The Group applies the "lease of low-value assets" and "short-term lease" recognition exemption for these leases.

Set out below are the carrying amounts of right-of-use assets recognised and the movements during the year:

	Leasehold land \$'000	Office premises \$'000	Office equipment \$'000	Staff accommodation \$'000	Total \$'000
Group					
At 1 July 2022	2,498	1,861	39	24	4,422
Lease modification	77	(61)	–	(2)	14
Depreciation charge for the financial year	(99)	(693)	(12)	(22)	(826)
At 30 June 2023 and 1 July 2023	2,476	1,107	27	–	3,610
Additions	–	–	168	93	261
Lease modification	–	(120)	(11)	–	(131)
Depreciation charge for the financial year	(103)	(585)	(21)	(27)	(736)
At 30 June 2024	2,373	402	163	66	3,004

The following are the amounts recognised in profit or loss:

	2024 \$'000	Group 2023 \$'000
Depreciation expense of right-of-use assets	736	826
Interest expense on lease liabilities	157	148
Expense relating to leases of low-value assets (included in administrative expenses)	14	33
Expense relating to short term-lease (included in administrative expenses)	1,161	738
Total amount recognised in profit and loss	2,068	1,745

The Group's total cash outflows relating to leases amounted to \$2,277,000 (2023: \$1,875,000).

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

24. Leases – as lessee (cont'd)

A reconciliation of liabilities arising from financing activities is as follows:

	1 July 2023 \$'000	Cash flows \$'000	Group Non-cash changes				30 June 2024 \$'000
			Addition \$'000	Lease modification \$'000	Accretion of interest \$'000	Other \$'000	
Lease liabilities							
- Current	652	(1,102)	80	–	157	729	516
- Non-current	3,401	–	181	(48)	–	(729)	2,805
Total	4,053	(1,102)	261	(48)	157	–	3,321

	1 July 2022 \$'000	Cash flows \$'000	Group Non-cash changes				30 June 2023 \$'000
			Addition \$'000	Lease modification \$'000	Accretion of interest \$'000	Other \$'000	
Lease liabilities							
- Current	888	(1,104)	–	–	148	720	652
- Non-current	4,107	–	–	14	–	(720)	3,401
Total	4,995	(1,104)	–	14	148	–	4,053

The 'other' column relates to reclassification of non-current portion of obligations due to passage of time and adjustments to lease liabilities pursuant to changes in expected future cash flows.

During the financial year, payments of \$1,102,000 (2023: \$1,104,000) included principal repayments of \$945,000 (2023: \$956,000). The maturity analysis of lease liabilities is disclosed in Note 32.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

25. Deferred taxation

Deferred tax relates to the following:

	Consolidated balance sheet		Group Consolidated statement of comprehensive income		Company Balance sheet	
	2024	2023	2024	2023	2024	2023
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<i>Deferred tax liabilities</i>						
Differences in depreciation for tax purposes	666	420	246	222	23	16
Right-of-use assets	472	588	(116)	(189)	–	–
Undistributed earnings of joint venture	115	123	(8)	15	115	123
<i>Deferred tax assets</i>						
Provisions	(274)	(54)	(220)	(279)	(30)	–
Lease liabilities	(525)	(671)	146	156	–	–
Net deferred tax liabilities	454	406			108	139
Deferred income tax expenses/(credit)			48	(75)		
Presented as:						
Deferred tax assets	(168)	(250)			–	–
Deferred tax liabilities	622	656			108	139
Net deferred liabilities	454	406			108	139

Unrecognised temporary differences relating to investment in joint venture

Deferred tax liabilities are not recognised for taxable temporary differences where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

The joint venture cannot distribute its earnings until it obtains the consent of the joint venture partners. As at the end of the reporting period, the Group has recognised deferred tax liability on 15% of the undistributed earnings of the joint venture that has been determined to be distributable in the foreseeable future.

The temporary difference arising from the Group's share of remaining undistributed earnings for which no deferred tax liability has been recognised amounted to \$6,193,000 (2023: \$6,966,000). The deferred tax liability is estimated to be approximately \$619,000 (2023: \$697,000).

Tax consequence of proposed dividends

There are no income tax consequences (2023: Nil) attached to the dividends to the shareholders proposed by the Company but not recognised as a liability in the financial statements (Note 28).

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

26. Share capital and treasury shares

a) Share capital

	2024		Group and Company		2023	
	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000
At beginning and end of the financial year	226,593	65,403	226,593	65,403		

The holders of ordinary shares are entitled to receive dividends as and when declared by the Company. All ordinary shares carry one vote per share without restriction. The ordinary shares have no par value.

b) Treasury shares

	2024		Group and Company		2023	
	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000
At beginning and end of the financial year	352	160	352	160		

Treasury shares relate to ordinary shares of the Company that are held by the Company.

27. Foreign currency translation reserve

The foreign currency translation reserve is used to record exchange differences arising from the translation of the financial statements of foreign operations whose functional currencies are different from that of the Group's presentation currency.

28. Dividend

	Group and Company	
	2024 \$'000	2023 \$'000
Declared and paid during the financial year:		
<i>Dividends on ordinary shares:</i>		
- Final tax-exempt (one-tier) dividend for 2023: \$0.02 (2022: \$0.02) per ordinary share	4,525	4,525

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

28. Dividend (cont'd)

	Group and Company	
	2024	2023
	\$'000	\$'000
Proposed but not recognised as a liability as at 30 June		
<i>Dividends on ordinary shares, subject to shareholder's approval at the Annual General Meeting:</i>		
- Final tax-exempt (one-tier) dividend for 2024: \$Nil (2023: \$0.02) per ordinary share	–	4,525

29. Related party transactions

a) Sales and purchases of services

In addition to those related party information disclosed elsewhere in the financial statements, the following significant transactions between the Group and related parties who are not members of the Group took place during the financial year on terms agreed between the parties:

	Group	
	2024	2023
	\$'000	\$'000
Sale of property, plant and equipment to joint venture	–	35
Rental paid to a director of the Company	47	–

b) Compensation of key management personnel

	Group	
	2024	2023
	\$'000	\$'000
Central Provident Fund contributions	109	111
Short-term employee benefits	1,868	1,968
Total compensation paid to key management personnel	1,977	2,079
Comprise amounts paid to:		
- Directors of the Company	1,505	1,605
- Other key management personnel	472	474
	1,977	2,079

The remuneration of key management personnel is determined by the Remuneration Committee having regard to the performance of individuals and market trends.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

30. Capital commitments

Capital expenditure contracted for as at the end of the reporting period but not recognised in the financial statements are as follows:

	Group	
	2024	2023
	\$'000	\$'000
Capital commitment in respect of intangible assets	13	122
Capital commitment in respect of property, plant and equipment	4	9
	17	131

31. Contingent liabilities

The Company has provided corporate guarantees amounting to approximately \$44,700,000 (2023: \$45,200,000) in favour of certain financial institutions for banking facilities granted to subsidiary companies.

32. Financial risk management objectives and policies

The Group and the Company are exposed to financial risks arising from their operations and the use of financial instruments.

The Group's principal financial instruments comprise cash and short-term deposits. The main purpose of these financial instruments is to raise finance for the Group's operations. The Group has various other financial assets and liabilities such as trade receivables and trade payables, which arise directly from its operations.

It is, and has been throughout the current and previous financial year, the Group's policy that no trading in derivative financial instruments shall be undertaken.

The main risks arising from the Group's financial instruments are liquidity risk and credit risk. The Board reviews and agrees policies for managing these risks.

There has been no change to the Group's exposure to these financial risks or the manner in which the Group manages and measures the risks.

a) Liquidity risk

Liquidity risk is the risk that the Group or the Company will encounter difficulty in meeting financial obligations due to shortage of funds. The Group's and the Company's exposure to liquidity risk arises primarily from mismatches of the maturities of financial assets and liabilities. The Group's and the Company's objective is to maintain a balance between continuity of funding and flexibility through the use of stand-by credit facilities.

To manage liquidity risk, the Group and the Company monitor their net operating cash flow and maintains an adequate level of cash and cash equivalents and secured committed funding facilities from financial institutions. In assessing the adequacy of these funding facilities, management reviews its working capital requirements regularly.

Hai Leek Holdings Limited and Subsidiary Companies

32. Financial risk management objectives and policies (cont'd)

a) Liquidity risk (cont'd)

Analysis of financial instruments by remaining contractual maturities

The table below summarises the maturity profile of the Group's financial assets and liabilities at the end of the reporting period based on the contractual undiscounted repayment obligations.

Group	2024					2023			Total \$'000
	Within 1 year \$'000	1 to 5 years \$'000	After 5 years \$'000	Total \$'000	Within 1 year \$'000	1 to 5 years \$'000	After 5 years \$'000	Total \$'000	
Financial assets:									
Customer retention monies	24	–	–	24	168	–	–	–	168
Trade and other receivables and deposits (excluding GST receivable and government grant receivable)	12,130	16	–	12,146	17,885	209	–	–	18,094
Cash and cash equivalents	67,928	–	–	67,928	63,592	–	–	–	63,592
Total undiscounted financial assets	80,082	16	–	80,098	81,645	209	–	–	81,854
Financial liabilities:									
Trade and other payables (excluding GST payable and deferred income)	6,946	–	–	6,946	10,474	–	–	–	10,474
Lease liabilities	623	879	3,209	4,711	817	1,406	3,396	–	5,619
Total undiscounted financial liabilities	7,569	879	3,209	11,657	11,291	1,406	3,396	–	16,093
Total net undiscounted financial assets/(liabilities)	72,513	(863)	(3,209)	68,441	70,354	(1,197)	(3,396)	–	65,761

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

32. Financial risk management objectives and policies (cont'd)

a) Liquidity risk (cont'd)

Analysis of financial instruments by remaining contractual maturities (cont'd)

As at the balance sheet date, the Company's total financial assets and liabilities have a maturity profile of less than a year.

b) Credit risk

Credit risk is the risk of loss that may arise on outstanding financial instruments should a counterparty default on its obligations. The Group's and the Company's exposure to credit risk arises primarily from trade and other receivables. For other financial assets, the Group and the Company minimise credit risk by dealing exclusively with high credit rating counterparties.

The Group's objective is to seek continual revenue growth while minimising losses incurred due to increased credit risk exposure. The Group trades only with recognised and creditworthy third parties. It is the Group's policy that all customers who wish to trade on credit terms are subject to credit verification procedures. In addition, receivable balances are monitored on an ongoing basis. For transactions that do not occur in the country of the relevant operating unit, the Group does not offer credit terms without the approval of the credit control team.

The Group considers the probability of default upon initial recognition of asset and whether there has been a significant increase in credit risk on an ongoing basis throughout each reporting period.

The Group has determined the default event on a financial asset to be when the counterparty fails to make contractual payments, within 180 days when they fall due, which is derived based on the Group's historical information.

To assess whether there is a significant increase in credit risk, the Group compares the risk of a default occurring on the asset as at reporting date with the risk of default as at the date of initial recognition. The Group considers available reasonable and supportive forward-looking information which includes the following indicators:

- Actual or expected significant adverse changes in business, financial or economic conditions that are expected to cause a significant change to the counterparty's ability to meet its obligations;
- Actual or expected significant changes in the operating results of the counterparty;
- Significant changes in the expected performance and behaviour of the counterparty, including changes in the payment status of counterparties in the Group.

Regardless of the analysis above, a significant increase in credit risk is presumed if a debtor is more than 180 days past due in making contractual payment, instead of the theoretical presumption of more than 30 days past due, in view of historical payment trends by debtors.

The Group determined that its financial assets are credit-impaired when:

- There is significant difficulty of the issuer or the counterparty;
- A breach of contract, such as a default or past due event;
- It is becoming probable that the counterparty will enter bankruptcy or other financial reorganisation.

The Group categorises a loan or receivable for potential write-off when a debtor fails to make contractual payments more than 365 days past due. Financial assets are written off when there is no reasonable expectation of recovery, such as a debtor failing to engage in repayment plan with the Group. Where loans and receivables have been written off, the Group continues to engage enforcement activity to attempt to recover the receivable due. Where recoveries are made, these are recognised in profit or loss.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

32. Financial risk management objectives and policies (cont'd)

b) Credit risk (cont'd)

The following are credit risk management practices and qualitative information about amount arising from expected credit losses for each class of financial assets.

Trade receivables, customer retention monies and contract assets

The Group provides for lifetime expected credit losses for all trade receivables, customer retention monies and contract assets using a provision matrix. The provision rates are determined based on the Group's historical observed default rates analysed in accordance to days past due by grouping of customers based on business segment. The loss allowance provision as at year-end is determined as follows. The expected credit losses below also incorporate forward-looking information such as forecast of economic conditions.

Summarised below is the information about the credit risk exposure with respect to the Group's trade receivables, customer retention monies and contract assets using provision matrix, grouped by operating segments:

Project and maintenance services

30 June 2024	Contract assets \$'000	Customer retention monies \$'000	Trade receivables (Days past due)					Total \$'000
			Current \$'000	1 to 30 \$'000	31 to 60 \$'000	61 to 90 \$'000	More than 90 \$'000	
Gross carrying amount	1,355	25	7,466	1,174	235	68	120	9,063
Loss allowance provision	6	1	23	3	1	–	98	125

30 June 2023	Contract assets \$'000	Customer retention monies \$'000	Trade receivables (Days past due)					Total \$'000
			Current \$'000	1 to 30 \$'000	31 to 60 \$'000	61 to 90 \$'000	More than 90 \$'000	
Gross carrying amount	3,226	169	9,342	1,413	82	140	113	11,090
Loss allowance provision	15	1	34	7	4	1	110	156

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

32. Financial risk management objectives and policies (cont'd)

b) Credit risk (cont'd)

Summarised below is the information about the credit risk exposure with respect to the Group's trade receivables, customer retention monies and contract assets using provision matrix, grouped by operating segments (cont'd):

Contact centre services

30 June 2024	Trade receivables (Days past due)					Total \$'000
	Current \$'000	1 to 30 \$'000	31 to 60 \$'000	61 to 90 \$'000	More than 90 \$'000	
Gross carrying amount	2,190	338	25	9	3	2,565
Loss allowance provision	20	2	—	—	—	22

30 June 2023	Trade receivables (Days past due)					Total \$'000
	Current \$'000	1 to 30 \$'000	31 to 60 \$'000	61 to 90 \$'000	More than 90 \$'000	
Gross carrying amount	2,645	1,095	816	473	1,380	6,409
Loss allowance provision	—	—	—	—	31	31

Information regarding loss allowance movement for trade receivables, customer retention monies and contract assets are disclosed in Note 16.

The credit risk exposure for cash and cash equivalents and other receivables and deposits are immaterial as at 30 June 2024 and 30 June 2023.

Exposure to credit risk

At the end of the reporting period, the Group's and the Company's maximum exposure to credit risk is represented by the carrying amounts of trade and other receivables, customer retention monies, contract assets, fixed deposits pledged and cash and cash equivalents. Fixed deposits pledged and cash and cash equivalents are placed with banks of good standing. The Group performs ongoing credit evaluation of its customers' financial conditions and maintains an allowance for expected credit losses based upon expected collectability of all trade debts.

Credit risk concentration profile

At the end of the reporting period, approximately 60% (2023: 76%) of the Group's trade receivables are due from 3 (2023: 4) major customers who are multi-national corporations located in Singapore or Singapore government agencies.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

33. Fair value of assets and liabilities

a) Fair value hierarchy

The Group categorises fair value measurements using a fair value hierarchy that is dependent on the valuation inputs used as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Group can access at the measurement date;
- Level 2 - 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); and
- Level 3 - Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Fair value measurements that use inputs of different hierarchy levels are categorised in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

b) Fair value of financial instruments by classes that are not carried at fair value and whose carrying amounts are reasonable approximation of fair values

Trade receivables, other receivables and deposits, customer retention monies, trade and other payables and amounts due from/(to) subsidiary companies

The carrying amounts of these financial assets and liabilities are reasonable approximation of their fair values mainly due to their short-term nature.

c) Categories of financial instruments

Set out below is the carrying amount of each of the category of the Group's and the Company's financial instruments that are carried in the financial statements:

	2024 \$'000	2023 \$'000
Group		
Financial assets measured at amortised cost		
Customer retention monies	24	168
Trade receivables (excluding GST receivable)	11,317	17,005
Other receivables and deposits (excluding government grant receivables)	829	1,089
Cash and cash equivalents	67,928	63,592
Total financial assets measured at amortised cost	80,098	81,854
Financial liabilities measured at amortised cost		
Trade and other payables (excluding GST payable and deferred income)	6,946	10,474
Lease liabilities	3,321	4,053
Total financial liabilities measured at amortised cost	10,267	14,527

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

33. Fair value of assets and liabilities (cont'd)

c) Categories of financial instruments (cont'd)

	2024 \$'000	2023 \$'000
Company		
Financial assets measured at amortised cost		
Other receivables and deposits	265	2,891
Amount due from a subsidiary company (trade)	222	433
Cash and cash equivalents	39,988	41,764
Total financial assets measured at amortised cost	40,475	45,088
Financial liabilities measured at amortised cost		
Trade and other payables (excluding GST payable and deferred income)	286	924
Amounts due to subsidiary companies (trade)	–	43
Amount due to a subsidiary company (non-trade)	11,961	12,706
Total financial liabilities measured at amortised cost	12,247	13,673

34. Capital management

Capital includes debt and equity items.

The primary objective of the Group's capital management is to ensure that it maintains a strong credit rating and healthy capital ratios in order to support its business and maximise shareholder value.

The Group manages its capital structure and makes adjustments to it, in light of changes in economic conditions. To maintain or adjust the capital structure, the Group may issue new shares. No changes were made in the objectives, policies or processes during the financial years ended 30 June 2024 and 30 June 2023. The Group is not subjected to any externally imposed capital requirements.

35. Segment information

For management purposes, the Group is organised into business units based on their products and services, and has two reportable operating segments as follows:

a) Project and maintenance services

Project and maintenance services comprise scaffolding erection services, corrosion protection services, thermal insulation services, refractory and mechanical engineering services.

Maintenance services pertain to routine and/or turnaround maintenance service for the abovementioned specialist engineering services. Routine maintenance is carried out on a daily basis without shutting down the operations of the facilities. Turnaround maintenance is carried out periodically and requires the facilities to temporarily shut-down for major clean-up works, replacements and/or additions of pipings and equipment.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

35. Segment information (cont'd)

a) Project and maintenance services (cont'd)

Scaffolding erection services pertain to erection of scaffolds which are temporary frameworks used to support workmen in the construction or repair of buildings and other large structures.

Corrosion protection services involves using high pressure blasting equipment and cleaning processes to remove surface contaminants before the application of a coat of paint onto clean surfaces of metal structures.

Thermal insulation services and refractory refers to methods and processes used to reduce heat transfer and involves either (i) hot insulation, which is the prevention of heat loss from pipes, vessels and other process equipment, or (ii) cold insulation, which is the prevention of pipes, vessels and other process equipment from rising in temperature by maintaining the temperature of the cold fluids in these pipes, vessels and other process equipment.

Mechanical engineering services refer to engineered solutions in structural steel and piping fabrication and installation, plant and equipment installation, maintenance, modifications and repairs to oil refinery, petrochemical, chemical and power plants.

b) Contact centre services

Contact centre services pertain to outsource services with professional and integrated solutions, including customer service support, technical helpdesk, virtual receptionist services, lead generation, live web chat as well as email management.

Except as indicated above, no operating segments have been aggregated to form the above reportable operating segments.

Management monitors the operating results of its business units separately for the purpose of making decisions about resource allocation and performance assessment. Segment performance is evaluated based on operating profit or loss which in certain respects, as explained in the table below, is measured differently from operating profit or loss in the consolidated financial statements. Group income taxes are managed on a group basis and are not allocated to operating segments.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leek Holdings Limited and Subsidiary Companies

35. Segment information (cont'd)

	Project and maintenance services 2024 \$'000	2023 \$'000	Contact centre services 2024 \$'000	2023 \$'000	Adjustments and eliminations 2024 \$'000	2023 \$'000	Notes	Consolidated financial statements 2024 \$'000	2023 \$'000
Revenue:									
External customers	40,310	48,941	14,038	19,676	–	–		54,348	68,617
Results:									
Interest income	1,275	942	170	60	–	–		1,445	1,002
Interest expense	122	109	35	39	–	–		157	148
Depreciation and amortisation	4,043	3,773	1,354	1,645	–	–		5,397	5,418
Impairment loss on property, plant and equipment	113	–	–	–	–	–		113	–
Share of results of joint venture	(621)	2,035	–	–	–	–		(621)	2,035
Segment (loss)/profit before tax	(3,070)	701	3,344	3,398	–	–		274	4,099
Assets:									
Additions to non-current assets	973	5,335	178	910	–	–	A	1,151	6,245
Segment assets	110,099	118,062	14,753	18,777	(278)	(2,932)	B	124,574	133,907
Segment liabilities	11,269	13,608	2,810	7,618	388	(2,417)	C	14,467	18,809

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

35. Segment information (cont'd)

Notes Nature of adjustments and eliminations to arrive at amounts reported in the consolidated financial statements

A. Additions to non-current assets consist of additions to property, plant and equipment, right-of-use assets and intangible assets.

B. The following items are (deducted from)/added to segment assets to arrive at total assets reported in the consolidated balance sheet:

	Group	
	2024 \$'000	2023 \$'000
Inter-segment assets	(446)	(3,182)
Deferred tax assets	168	250
	(278)	(2,932)

C. The following items are added to/(deducted from) segment liabilities to arrive at total liabilities reported in the consolidated balance sheet:

	Group	
	2024 \$'000	2023 \$'000
Inter-segment liabilities	(446)	(3,182)
Income tax payable	212	109
Deferred tax liabilities	622	656
	388	(2,417)

Geographical segments

Revenue and non-current assets information based on the geographical location of customers and assets respectively are as follows:

	Revenue		Non-current assets	
	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Singapore	54,348	68,617	31,729	36,376
Others	—	—	—	—
Total	54,348	68,617	31,729	36,376

Non-current assets information presented above consist of property, plant and equipment, right-of-use assets and intangible assets as presented in the consolidated balance sheet.

APPENDIX H – FY2024 AUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

35. Segment information (cont'd)

Information about major customers

The Group derives revenue from three (2023: three) major customers arising from the project and maintenance services segment and nil (2023: one) major customer arising from the contact centre services segment as follows:

	Project and maintenance services		Contact centre services	
	2024 \$'000	2023 \$'000	2024 \$'000	2023 \$'000
Customer A	15,600	19,692	—	—
Customer B	12,092	7,841	—	—
Customer C	5,533	2,681*	—	—
Customer D	2,933*	17,423	—	—
Customer E	—	—	3,624*	6,996

* This figure has been shown for comparative purposes.

36. Authorisation of financial statements

The financial statements for the financial year ended 30 June 2024 were authorised for issue in accordance with a resolution of the directors on 20 September 2024.

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APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Company Registration No. 199804461D

Hai Leck Holdings Limited And Subsidiary Companies

Condensed Interim Financial Statements
For the Third Quarter and Nine Months ended 31 March 2025

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim consolidated income statement

	Note	Group					
		3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	Change %	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000	Change %
Revenue	4	11,636	11,715	(0.7)	40,687	43,139	(5.7)
Cost of sales		(6,379)	(5,342)	19.4	(19,170)	(18,822)	1.8
Gross profit		5,257	6,373	(17.5)	21,517	24,317	(11.5)
Other income	5	623	761	(18.1)	2,533	1,845	37.3
Distribution and selling expenses		(1,762)	(2,003)	(12.0)	(5,916)	(7,138)	(17.1)
Administrative expenses		(3,630)	(4,013)	(9.5)	(10,928)	(13,790)	(20.8)
Other expenses		(1,105)	(1,307)	(15.5)	(3,593)	(4,229)	(15.0)
Interest expense		(37)	(37)	–	(102)	(103)	(1.0)
Share of results of joint venture		303	598	(49.3)	1,743	1,665	4.7
(Loss)/profit before taxation	6	(351)	372	n.m	5,254	2,567	104.7
Taxation	7	88	62	(41.9)	(669)	(232)	188.4
(Loss)/profit for the year		(263)	434	n.m	4,585	2,335	96.4
Attributable to:							
Equity holders of the Company		(263)	434	n.m	4,585	2,335	96.4
Earnings per share							
Basic (cents)	8	(0.1)	0.2		2.0	1.0	
Fully diluted (cents)	8	(0.1)	0.2		2.0	1.0	

n.m. denotes not meaningful.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim consolidated statement of comprehensive income

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
(Loss)/profit net of tax	(263)	434	4,585	2,335
Other comprehensive income, net of tax:				
<u>Items that may be reclassified to profit and loss</u>				
Foreign currency translation	(47)	(346)	648	(348)
Realisation of foreign currency translation reserve on liquidation of a subsidiary company	–	–	(51)	16
Total comprehensive income for the year	(310)	88	5,182	2,003
Total comprehensive income attributable to:				
Equity holders of the Company	(310)	88	5,182	2,003

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim balance sheets

		Group		Company	
	Note	31 March 2025 \$'000	30 June 2024 \$'000	31 March 2025 \$'000	30 June 2024 \$'000
Non-current assets					
Property, plant and equipment	9	25,671	28,485	410	187
Right-of-use assets		3,047	3,004	—	—
Investments in subsidiary companies	15	—	—	49,570	49,674
Investment in joint venture	16	10,940	8,549	817	817
Intangible assets		174	240	76	52
Other receivables and deposits		88	16	—	—
Deferred tax assets		168	168	—	—
		40,088	40,462	50,873	50,730
Current assets					
Inventories		1,584	1,819	—	—
Trade receivables		10,233	11,481	—	—
Other receivables and deposits		560	813	179	265
Prepayments		1,147	698	87	44
Customer retention monies		188	24	—	—
Amount due from a subsidiary company (trade)		—	—	—	222
Contract assets		2,760	1,349	—	—
Cash and cash equivalents		73,625	67,928	38,761	39,988
		90,097	84,112	39,027	40,519

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim balance sheets

	Note	Group		Company	
		31 March 2025 \$'000	30 June 2024 \$'000	31 March 2025 \$'000	30 June 2024 \$'000
Current liabilities					
Trade and other payables		7,754	7,822	417	322
Amount due to a subsidiary company (trade)		–	–	206	–
Amount due to a subsidiary company (non-trade)		–	–	9,419	11,961
Contract liabilities		242	–	–	–
Provisions, current		469	571	–	–
Lease liabilities, current		386	516	–	–
Income tax payable		658	212	436	249
		9,509	9,121	10,478	12,532
Net current assets		80,588	74,991	28,549	27,987
Non-current liabilities					
Provisions, non-current		1,722	1,919	–	–
Lease liabilities, non-current		3,043	2,805	–	–
Deferred tax liabilities		622	622	108	108
		5,387	5,346	108	108
Net assets		115,289	110,107	79,314	78,609
Equity attributable to equity holders of the Company					
Share capital	10(a)	65,403	65,403	65,403	65,403
Treasury shares	10(b)	(160)	(160)	(160)	(160)
Accumulated profits		50,383	45,798	14,071	13,366
Foreign currency translation reserve		(337)	(934)	–	–
Total equity		115,289	110,107	79,314	78,609

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim statements of changes in equity

Group	Attributable to equity holders of the Company				Total equity \$'000
	Share capital (Note 10(a)) \$'000	Treasury shares (Note 10(b)) \$'000	Accumulated profits \$'000	Foreign currency translation reserve \$'000	
Balance at 1 July 2024	65,403	(160)	45,798	(934)	110,107
Profit for the period	–	–	4,585	–	4,585
Other comprehensive income for the period	–	–	–	648	648
Total comprehensive income for the period	–	–	4,585	648	5,233
Realisation of foreign currency translation reserve on liquidation of a subsidiary company	–	–	–	(51)	(51)
Balance at 31 March 2025	65,403	(160)	50,383	(337)	115,289
Balance at 1 July 2023	65,403	(160)	50,466	(611)	115,098
Profit for the period	–	–	2,335	–	2,335
Other comprehensive income for the period	–	–	–	(348)	(348)
Total comprehensive income for the period	–	–	2,335	(348)	1,987
Realisation of foreign currency translation reserve on liquidation of a subsidiary company	–	–	–	16	16
<u>Contributions by and distributions to owners</u>					
Dividend on ordinary shares (Note 11)	–	–	(4,525)	–	(4,525)
Balance at 31 March 2024	65,403	(160)	48,276	(943)	112,576

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim statements of changes in equity

Company	Attributable to equity holders of the Company			
	Share capital (Note 10(a)) \$'000	Treasury shares (Note 10(b)) \$'000	Accumulated profits \$'000	Total equity \$'000
Balance at 1 July 2024	65,403	(160)	13,366	78,609
Profit for the period	–	–	705	705
Total comprehensive income for the period	–	–	705	705
Balance at 31 March 2025	65,403	(160)	14,071	79,314
Balance at 1 July 2023	65,403	(160)	8,923	74,166
Profit for the period	–	–	3,308	3,308
Total comprehensive income for the period	–	–	3,308	3,308
<u>Contributions by and distributions to owners</u>				
Dividend on ordinary shares (Note 11)	–	–	(4,525)	(4,525)
Balance at 31 March 2024	65,403	(160)	7,706	72,949

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim consolidated cash flow statement

	Note	Group	
		9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Cash flows from operating activities			
Profit before taxation		5,254	2,567
Adjustments:			
Depreciation of property, plant and equipment	6	2,804	3,450
Depreciation of right-of-use assets	6	610	535
Amortisation of intangible assets	6	141	159
Gain on disposal of property, plant and equipment	5	(759)	(296)
Share of results of joint venture		(1,743)	(1,665)
Interest income	5	(1,132)	(1,088)
Interest expense		102	103
Unrealised exchange (gain)/loss		(51)	12
Operating cash flows before working capital changes		5,226	3,777
Changes in working capital:			
Decrease in customer retention monies, trade and other receivables, deposits and prepayments		773	5,148
Decrease in inventories		235	394
(Increase)/decrease in contract assets/liabilities, net		(1,169)	921
Decrease in trade and other payables		(367)	(2,906)
Cash generated from operations		4,698	7,334
Tax paid		(223)	(263)
Net cash flows generated from operating activities		4,475	7,071
Cash flows from investing activities			
Interest received		1,175	1,228
Purchase of property, plant and equipment		(383)	(527)
Purchase of intangible assets		(75)	(69)
Proceeds from disposal of property, plant and equipment		1,152	452
Net cash flows generated from investing activities		1,869	1,084

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Condensed interim consolidated cash flow statement

	Note	Group	
		9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Cash flows from financing activities			
Interest paid		(102)	(103)
Payment of lease liabilities		(545)	(640)
Dividends paid	11	–	(4,525)
Net cash flows used in financing activities		(647)	(5,268)
Net increase in cash and cash equivalents		5,697	2,887
Cash and cash equivalents at the beginning of period		67,928	63,592
Cash and cash equivalents at end of the period		73,625	66,479

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

1. Corporate information

Hai Leck Holdings Limited (the “Company”) is a limited liability company, domiciled and incorporated in Singapore and is listed on the Singapore Exchange Securities Trading Limited (“SGX-ST”).

The registered office and principal place of business of the Company is located at 47 Tuas View Circuit, Singapore 637357.

The principal activities of the Company are those of investment holding and providing managerial, administrative, supervisory and consultancy services to any company in which the Company has an interest. The principal activities of the subsidiary companies and joint venture are disclosed in Notes 15 and 16 to the financial statements respectively.

2. Basis of preparation

The condensed interim consolidated financial statements of the Group have been prepared in accordance with SFRS(I) 1-34 *Interim Financial Reporting* issued by the Accounting Standards Council Singapore. The condensed interim financial statements do not include all the information required for a complete set of financial statements. However, selected explanatory notes are included to explain events and transactions that are significant to an understanding of the changes in the Group's financial position and performance of the Group since the last interim financial statements for the period ended 31 December 2024.

The accounting policies adopted are consistent with those of the previous financial year which were prepared in accordance with SFRS(I)s.

The condensed interim financial statements are presented in Singapore Dollars (SGD or \$) which is the Company's functional currency. All values are rounded to the nearest thousand (\$'000), except when otherwise indicated.

2.1. Use of judgements and estimates

In preparing the condensed interim financial statements, management has made judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expense. Actual results may differ from these estimates.

The significant judgements made by management in applying the Group's accounting policies and key sources of estimation uncertainty were the same as those that applied to the consolidated financial statements as at and for the year ended 30 June 2024.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

2. Basis of preparation (cont'd)

2.1. Use of judgements and estimates (cont'd)

Key assumptions concerning the future and other key sources of estimation uncertainty are as follows:

Allowance for expected credit losses of trade receivables, customer retention monies and contract assets

The Group uses a provision matrix to calculate expected credit losses (ECLs) for trade receivables, customer retention monies and contract assets. The provision rates are based on days past due for groupings of various customer segments that have similar loss patterns.

The provision matrix is initially based on the Group's historical observed default rates. The Group will calibrate the matrix to adjust historical credit loss experience with forward-looking information. At every reporting date, historical default rates are updated and changes in the forward-looking estimates are analysed.

The assessment of the correlation between historical observed default rates, forecast economic conditions and ECLs is a significant estimate. The amount of ECLs is sensitive to changes in circumstances and forecast of economic conditions. The Group's historical credit loss experience and forecast of economic conditions may also not be representative of customer's actual default in the future.

Impairment of non-financial assets

The Group assesses whether there are any indicators of impairment for all non-financial assets at each reporting date. Non-financial assets are tested for impairment when there are indicators that the carrying value of an asset or cash-generating unit exceeds its recoverable amount, which is the higher of its fair value less costs of disposal and its value in use.

The fair value less costs of disposal assessment of non-financial assets is based on available market data from recent transactions of similar assets less costs for disposing the asset.

When value in use calculations are undertaken, management estimates the expected future cash flows from the asset or cash-generating unit and applies a suitable discount rate in order to calculate the present value of those cash flows.

The carrying amount of the Group's property, plant and equipment, right-of-use assets and Company's investments in subsidiary companies as at 31 March 2025 were \$25,671,000 (30 June 2024: \$28,485,000), \$3,047,000 (30 June 2024: \$3,004,000) and \$49,570,000 (30 June 2024: \$49,674,000) respectively.

Revenue recognition

The Group recognises fixed-price contract revenue over time based on the stage of completion of the contract activity at the end of each reporting period. The stage of completion is determined based on proportion of total contract costs incurred to-date over the estimated budgeted costs.

The determination of the estimated budgeted costs (including rectification works and post-completion warranties) requires significant management estimations, which could have a material impact on the amounts of contract assets/liabilities, fixed-price contract revenues, costs and profits recognised in the period. In making these estimations, management relies on past experience and knowledge of job specialists.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

2. Basis of preparation (cont'd)

2.2. Use of judgements and estimates (cont'd)

Revenue recognition (cont'd)

The management has determined that a cost-based input method provides a faithful depiction of the Group's performance in transferring control to the customers, as it reflects the Group's efforts incurred to-date relative to the total inputs expected to be incurred for the jobs.

Fixed-price contract revenue for the nine months ended 31 March 2025 was \$9,893,000 (31 March 2024: \$12,124,000) for the Group.

Provision for warranty

Provision for warranty is recognised for expected warranty claims from painting works. Management has estimated the amount of provision based on their past experience and understanding of the historical trends of warranty claims and the warranty periods. It is expected that the provision will be utilised within the respective warranty periods. The provision for warranty as at 31 March 2025 amounted to \$469,000 (30 June 2024: \$469,000).

3. Seasonal operations

The Group's businesses are not affected significantly by seasonal or cyclical factors during the financial period.

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

4. Segment and revenue information

4.1. Segment information

The Group is organised into the following two reportable operating segments:

- Project and maintenance services
- Contact centre services

These operating segments are reported in a manner consistent with internal reporting provided to the Chief Executive Officer who is responsible for allocating resources and assessing performance of the operating segments.

	Project and maintenance services			Contact centre services			Adjustments and eliminations		Notes	Consolidated financial statements		
	3 months ended 31 March 2025	3 months ended 31 March 2024	\$'000	3 months ended 31 March 2025	3 months ended 31 March 2024	\$'000	3 months ended 31 March 2025	3 months ended 31 March 2024		3 months ended 31 March 2025	3 months ended 31 March 2024	\$'000
Revenue:												
External customers	9,386	8,334		2,250	3,381		–	–		11,636	11,715	
Results:												
Interest income	293	455		53	43		–	–		346	498	
Interest expenses	27	25		10	12		–	–		37	37	
Depreciation and amortisation	833	975		251	324		–	–		1,084	1,299	
Share of results of joint venture	303	598		–	–		–	–		303	598	
Segment (loss)/profit before tax	(635)	(515)		284	887		–	–		(351)	372	
Assets:												
Additions to non-current assets	49	17		–	–		–	–	A	49	17	
Segment assets	115,337	114,155		15,471	14,280		(623)	(443)	B	130,185	127,992	
Segment liabilities									C			
	11,839	11,994		2,568	3,381		489	41		14,896	15,416	

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

4. Segment and revenue information (cont'd)

4.1. Segment information (cont'd)

	Project and maintenance services				Contact centre services				Adjustments and eliminations				Notes	Consolidated financial statements			
	9 months ended 31 March 2025	9 months ended 31 March 2024	9 months ended 31 March 2025	9 months ended 31 March 2024	9 months ended 31 March 2025	9 months ended 31 March 2024	9 months ended 31 March 2025	9 months ended 31 March 2024	9 months ended 31 March 2025	9 months ended 31 March 2024	9 months ended 31 March 2025	9 months ended 31 March 2024		9 months ended 31 March 2025	9 months ended 31 March 2024		
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000		\$'000	\$'000		
Revenue:																	
External customers	32,261	32,274	8,426	10,865	–	–	–	–	–	–	–	–		40,687	43,139		
Results:																	
Interest income	975	972	157	116	–	–	–	–	–	–	–	–		1,132	1,088		
Interest expenses	81	77	21	26	–	–	–	–	–	–	–	–		102	103		
Depreciation and amortisation	2,596	3,115	959	1,029	–	–	–	–	–	–	–	–		3,555	4,144		
Share of results of joint venture	1,743	1,665	–	–	–	–	–	–	–	–	–	–		1,743	1,665		
Segment profit before tax	3,782	267	1,472	2,300	–	–	–	–	–	–	–	–		5,254	2,567		
Assets:																	
Additions to non-current assets	406	471	748	292	–	–	–	–	–	–	–	–	A	1,154	763		
Segment assets	115,337	114,155	15,471	14,280	(623)	(443)	–	–	–	–	–	–	B	130,185	127,992		
Segment liabilities	11,839	11,994	2,568	3,381	489	41	–	–	–	–	–	–	C	14,896	15,416		

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

4. Segment and revenue information (cont'd)

4.1. Segment information (cont'd)

Notes Nature of adjustments and eliminations to arrive at amounts reported in the consolidated financial statements

A. Additions to non-current assets consist of additions to property, plant and equipment, right-of-use assets and intangible assets.

B. The following items are (deducted from)/added to segment assets to arrive at total assets reported in the consolidated balance sheet:

	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Inter-segment assets	(791)	(655)	(791)	(655)
Deferred tax assets	168	212	168	212
	(623)	(443)	(623)	(443)

C. The following items are (deducted from)/added to segment liabilities to arrive at total liabilities reported in the consolidated balance sheet:

	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Inter-segment liabilities	(791)	(655)	(791)	(655)
Income tax payable	658	40	658	40
Deferred tax liabilities	622	656	622	656
	489	41	489	41

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

4. Segment and revenue information (cont'd)

4.2 Disaggregation of revenue

Revenue information based on the geographical location of customers are as follows:

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Singapore	11,636	11,715	40,687	43,139
Others	—	—	—	—
Total	11,636	11,715	40,687	43,139

5. Other income

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Interest income from:				
- bank deposits	346	498	1,132	1,088
(Loss)/gain on disposal of property, plant and equipment	(28)	53	759	296
Government grant income	182	101	284	171
Others	123	109	358	290
	623	761	2,533	1,845

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

6. Profit before taxation

6.1 Significant items

The following items have been included in arriving at profit before tax:

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Depreciation of property, plant and equipment	(881)	(1,083)	(2,804)	(3,450)
Depreciation of right-of-use assets	(154)	(168)	(610)	(535)
Amortisation of intangible assets	(49)	(48)	(141)	(159)
Foreign exchange (loss)/gain, net	(10)	4	(12)	(4)

6.2 Related party transactions

There are no material related party transactions apart from those disclosed elsewhere in the financial statements.

7. Taxation

The Group calculates the period income tax expense using the tax rate that would be applicable to the expected total annual earnings. The major components of income tax expense in the condensed interim consolidated statement of profit or loss are:

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
Current taxation				
- Current year	(88)	(62)	669	232
Tax (credit)/expense	(88)	(62)	669	232

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

8. Earnings per share

	Group			
	3 months ended 31 March 2025 \$'000	3 months ended 31 March 2024 \$'000	9 months ended 31 March 2025 \$'000	9 months ended 31 March 2024 \$'000
(Loss)/profit attributable to ordinary equity holders of the Company used in computation of basic and diluted earnings per share	(263)	434	4,585	2,335
Weighted average number of ordinary shares for basic and diluted earnings per share computation ('000)	226,241	226,241	226,241	226,241
Adjusted weighted average number of ordinary shares for diluted earnings per share computation ('000)	226,241	226,241	226,241	226,241

9. Property, plant and equipment

During the nine months ended 31 March 2025, the Group acquired assets amounting to \$383,000 (31 March 2024: \$527,000) and disposed of assets amounting to \$393,000 (31 March 2024: \$156,000).

10. Share capital and treasury shares

(a) Share capital

There were no changes in the Company's share capital arising from right issue, share buy-backs, exercise of share options or warrants, conversion of other issues of equity securities, issue of shares for cash or as consideration for acquisition or for any other purpose since the end of previous period reported on.

There are no shares that may be issued on conversion of outstanding convertibles.

There were no sales, transfers, disposals, cancellation and/or use of treasury shares as at the end of the financial period reported on.

As at 31 March 2025, the total number of issued ordinary shares (excluding treasury shares) was 226,241,195 (30 June 2024: 226,241,195).

	Group and Company			
	As at 31 March 2025		As at 31 March 2024	
	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000
At beginning and end of interim period	226,593	65,403	226,593	65,403

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

10. Share capital and treasury shares (cont'd)

(a) Share capital (cont'd)

The Company's subsidiaries do not hold any shares in the Company as at 31 March 2025 and 30 June 2024.

(b) Treasury shares

	Group and Company			
	As at 31 March 2025		As at 31 March 2024	
	No. of shares ('000)	\$'000	No. of shares ('000)	\$'000
At beginning and end of interim period	352	160	352	160
Percentage of treasury shares against total number of shares outstanding	0.16%		0.16%	
Total shares excluding treasury shares as at end of the period	226,241		226,241	

Treasury shares relate to ordinary shares of the Company that are held by the Company.

11. Dividend

	Group and Company	
	9 months ended 31 March 2025	9 months ended 31 March 2024
	\$'000	\$'000
Declared and paid during the year:		
<i>Dividends on ordinary shares:</i>		
- Final tax exempt (one-tier) dividend for 2024 : Nil (2023: \$0.02) per ordinary share	–	4,525

No dividends were proposed and recognised as a liability as at 31 March 2025.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

12. Financial assets and liabilities

Set out below is the carrying amount of each of the category of the Group's and the Company's financial instruments that are carried in the financial statements:

	31 March 2025 \$'000	30 June 2024 \$'000
Group		
<i>Financial assets measured at amortised cost</i>		
Customer retention monies	188	24
Trade receivables (excluding GST receivable)	10,211	11,317
Other receivables and deposits (excluding government grant receivables)	648	829
Cash and cash equivalents	73,625	67,928
Total financial assets measured at amortised cost	84,672	80,098
<i>Financial liabilities measured at amortised cost</i>		
Trade and other payables (excluding GST payable and deferred income)	6,754	6,946
Lease liabilities	3,429	3,321
Total financial liabilities measured at amortised cost	10,183	10,267
	31 March 2025 \$'000	30 June 2024 \$'000
Company		
<i>Financial assets measured at amortised cost</i>		
Other receivables and deposits (excluding net GST receivable)	178	265
Amount due from a subsidiary company (trade)	–	222
Cash and cash equivalents	38,761	39,988
Total financial assets measured at amortised cost	38,939	40,475
<i>Financial liabilities measured at amortised cost</i>		
Trade and other payables (excluding net GST payable and deferred income)	403	286
Amount due to a subsidiary company (trade)	206	–
Amount due to a subsidiary company (non-trade)	9,419	11,961
Total financial liabilities measured at amortised cost	10,028	12,247

13. Net asset value

	Group		Company	
	As at 31 March 2025 \$	As at 30 June 2024 \$	As at 31 March 2025 \$	As at 30 June 2024 \$
Net asset value per ordinary share (cents)	51.0	48.7	35.1	34.7

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

14. Borrowings

	Group		Company	
	As at 31 March 2025 \$'000	As at 30 June 2024 \$'000	As at 31 March 2025 \$'000	As at 30 June 2024 \$'000
<u>Amount repayable within one year or on demand</u>				
Secured	386	516	–	–
<u>Amount repayable after one year</u>				
Secured	3,043	2,805	–	–

The borrowings relate to lease liabilities relating to right-of-use assets.

15. Subsidiary companies

Details of subsidiary companies are as follows:

Name of company	Principal activities	Country of incorporation	Percentage of equity held by the Group	
			31 March 2025 %	30 June 2024 %
Held by the Company				
Hai Leck Engineering (Private) Limited	Oil & gas and chemical industries related construction and maintenance services	Singapore	100	100
Hai Leck Engineering & Construction Pte. Ltd.	Engineered solutions and mechanical works	Singapore	100	100
Hai Leck Industrial Services Pte. Ltd.	Trading and contracting for thermal insulations, refractories and fire- protection for steel structures	Singapore	100	100
Hai Leck Overseas Investments Pte. Ltd.*	Investment holding	Singapore	100	100
United Holding (1975) Pte. Ltd.*	Mixed construction activities and investment holding	Singapore	100	100
Hai Leck Integrated Services Pte. Ltd.	Provision of manpower supply, dormitory services and other dormitory related services	Singapore	100	100
Hai Leck Services Pte. Ltd.	Provision of dormitory services and other dormitory related services	Singapore	100	100

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

15. Subsidiary companies (cont'd)

Name of company	Principal activities	Country of incorporation	Percentage of equity held by the Group	
			31 March 2025 %	30 June 2024 %
Held by the Company				
Tele-centre Services Pte Ltd	Providing call centre services, telecommunications and information technology	Singapore	100	100
Hai Leck Engineering (Thailand) Co., Ltd.^	Oil & gas and chemical industries related construction and maintenance services	Thailand	-	100

^ The Group commenced voluntary winding up procedures in respect of Hai Leck Engineering (Thailand) Co., Ltd. during the financial year ended 30 June 2024. During the nine months ended 31 March 2025, the voluntary winding up procedures were completed.

* The Group commenced voluntary winding up procedures in respect of Hai Leck Overseas Investments Pte. Ltd. and United Holding (1975) Pte. Ltd. during the financial year ended 30 June 2024. As at 31 March 2025, the voluntary winding up procedures were still ongoing.

16. Joint venture

Details of the joint venture are as follows:

Name of company	Principal activities	Country of incorporation	Percentage of equity held by the Group	
			31 March 2025	30 June 2024
			%	%
Held by the Company				
Logthai – Hai Leck Engineering Co., Ltd	Oil & gas and chemical industries related construction and maintenance services	Thailand	44.66	44.66

Hai Leck Holdings Limited And Subsidiary Companies

Other Information

For the Third Quarter and Nine Months ended 31 March 2025

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Other Information Required by Listing Rule Appendix 7.2

1. Review

Please refer to the attached review report by Baker Tilly TFW LLP.

2. Review of performance of the Group

Results for third quarter and nine months ended 31 March 2025

Revenue

Revenue for the financial period ended 31 March 2025 ("9M25") decreased by \$2.4 million to \$40.7 million compared to \$43.1 million recorded in the nine months ended 31 March 2024 ("9M24") due to lower contact centre services revenue.

Quarter-on-quarter, the revenue remained comparable at approximately \$11.6 million due to offsetting effects of lower contact centre services revenue and higher project and maintenance services revenue.

Cost of sales

For 9M25, cost of sales increased by \$0.4 million to \$19.2 million compared to \$18.8 million recorded in 9M24 mainly due to higher cost of materials and subcontractor charges, partially offset by lower manpower related costs.

Quarter-on-quarter, cost of sales increased by \$1.0 million to \$6.4 million due to higher cost of materials and subcontractor charges.

Other income

Other income increased from \$1.8 million in 9M24 to \$2.5 million in 9M25 mainly due to higher gain on disposal of property, plant and equipment, government grant income and interest income from bank deposits.

Other income decreased by 18.1% to \$0.6 million in 3Q25 mainly due to lower interest income from bank deposits partially offset by higher government grant income.

Operating expenses

Operating expenses consist of distribution and selling expenses, administrative expenses and other operating expenses, including depreciation, amortisation and exchange differences.

For 9M25, total operating expenses decreased from \$25.2 million in 9M24 to \$20.4 million mainly due to lower manpower related costs in 9M25.

For 3Q25, operating expenses decreased from \$7.3 million in 3Q24 to \$6.5 million mainly due to the same reasons as above.

Taxation

Tax expense recognised is higher than the statutory tax rate applied to profit before taxation for 9M25 mainly due to effects of non-tax deductible expenses.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

Profit attributable to equity holders of the Company

The profit attributable to equity holders for 9M25 increased by \$2.3 million to \$4.6 million compared to \$2.3 million in 9M24.

Quarter-on-quarter, the loss attributable to equity holders for 3Q25 was \$0.3 million compared to profit attributable to equity holders of \$0.4 million recorded in 3Q24.

Review of Financial Position

Non-current assets

Non-current assets decreased from \$40.5 million as at 30 June 2024 to \$40.1 million as at 31 March 2025 mainly due to depreciation on property, plant and equipment and right-of-use assets, partially offset by increase in investment in joint venture.

Current assets

Current assets increased by \$6.0 million from \$84.1 million as at 30 June 2024 to \$90.1 million as at 31 March 2025. The increase is mainly due to increase in cash and cash equivalents and contract assets, partially offset by decrease in trade receivables.

Current liabilities

Current liabilities increased by \$0.4 million from \$9.1 million as at 30 June 2024 to \$9.5 million as at 31 March 2025, mainly due to increase in income tax payable.

Non-current liabilities

Non-current liabilities remained comparable at approximately \$5.4 million as at 31 March 2025.

Review of Cash Flows

Cash flows from operating activities

Net cash flows generated from operating activities decreased by \$2.6 million to \$4.5 million in 9M25 compared to \$7.1 million in 9M24 notwithstanding higher profit before taxation in 9M25 due to changes to working capital.

Cash flows from investing activities

Net cash flows generated from investing activities increased by \$0.8 million to \$1.9 million in 9M25 compared to \$1.1 million in 9M24, mainly due to higher proceeds from disposal of property, plant and equipment in 9M25.

Cash flows from financing activities

Net cash flows used in financing activities was lower in 9M25 by \$4.6 million mainly due to absence of dividends declared in 9M25.

Cash and cash equivalents as at 31 March 2025 was higher at \$73.6 million compared to \$66.5 million as at 31 March 2024.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

3. **Where a forecast, or a prospect statement, has been previously disclosed to shareholders, any variance between it and the actual results**

Not applicable

4. **A commentary at the date of the announcement of the significant trends and 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 half year**

The global economic and political uncertainties remain. Such global developments as well as the US tariffs are expected to affect the Singapore economy although the extent of the impact on the industries which we operate in remains to be seen. Furthermore, the oil and gas industry in which the Group mainly operates is sensitive to key market players' strategic decisions in response to these and other relevant factors. Amidst these conditions and keen competition faced, the Group will continue to manage its operations and control costs judiciously.

5. **Dividend information**

- 5.1 **Current financial period reported on**

Any dividend recommended for the current financial period reported on?

Nil

- 5.2 **Corresponding period of the immediate preceding financial year**

Any dividend declared for the corresponding period of the immediately preceding financial year?

Nil

- 5.3 **Date payable**

Not applicable

- 5.4 **Record date**

Not applicable

- 5.5 **If no dividend has been declared/recommendeded, a statement to that effect and the reason(s) for the decision**

No dividend has been declared/recommendeded in view of the Scheme of Arrangement announced on 9 December 2024.

6. **Interested person transactions**

The Group has not obtained a general mandate from shareholders of the Company for interested person transactions.

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY

Hai Leck Holdings Limited and Subsidiary Companies

Notes to the condensed interim financial statements

7. Negative confirmation by the Board pursuant to Rule 705(5) of the Listing Manual

We, Cheng Buck Poh @ Chng Bok Poh and Cheng Wee Ling, being Directors of the Company, do hereby confirm, on behalf of the Board of Directors of the Company that, to the best of our knowledge, nothing has come to the attention of the Board which may render the unaudited financial results for the third quarter ended 31 March 2025 to be false or misleading in any material aspect.

8. Confirmation that the issuer has procured undertaking from all its directors and executive officers (in the format set out in Appendix 7.7) under Rule 720(1)

The Company has received undertaking from all its directors and executive officers in the format as set out in Appendix 7.7 under Rule 720(1) of the Listing Manual of the SGX-ST.

9. Disclosure pursuant to Rule 706A of the Listing Manual

During 3Q25 and as at the date of this announcement, there were no changes to the Company's and the Group's shareholding percentages in its respective subsidiaries or associated companies nor incorporation of any new subsidiary or associated company by the Company or any of the Group's entities.

BY ORDER OF THE BOARD

Cheng Buck Poh @ Chng Bok Poh
Executive Chairman and Chief Executive Officer
9 May 2025



HWS/ZXT/08301

9 May 2025

The Board of Directors
Hai Leck Holdings Limited
47 Tuas View Circuit
Singapore 637357

600 North Bridge Road
#05-01 Parkview Square
Singapore 188778

T: +65 6336 2828
www.bakertilly.sg

Dear Sirs/Madams

REPORT ON REVIEW OF CONDENSED INTERIM FINANCIAL STATEMENTS OF HAI LECK HOLDINGS LIMITED

Introduction

We have reviewed the accompanying condensed interim financial statements of Hai Leck Holdings Limited (the “Company”) and its subsidiary companies (collectively, the “Group”), which comprises the condensed interim consolidated income statement and condensed interim consolidated statement of comprehensive income of the Group for the nine-month period ended 31 March 2025, the condensed interim balance sheets of the Group and the Company as at 31 March 2025, the condensed interim statements of changes in equity of the Group and the Company for the nine-month period ended 31 March 2025, the condensed interim consolidated cash flow statement of the Group for the nine-month period ended 31 March 2025 and notes to the condensed interim financial statements.

Management is responsible for the preparation and fair presentation of this interim financial information in accordance with Singapore Financial Reporting Standards (International) (“SFRS(I)”) 1-34 *Interim Financial Reporting*. Our responsibility is to express a conclusion on this interim financial information based on our review.

Scope of Review

We conducted our review in accordance with Singapore Standard on Review Engagements 2410, *Review of Interim Financial Information Performed by the Independent Auditor of the Entity*. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Singapore Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying Condensed Interim Financial Statements is not prepared, in all material respects, in accordance with SFRS(I) 1-34 *Interim Financial Reporting*.

Cont’d Page 2

Baker Tilly TFW LLP (trading as Baker Tilly) is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

Baker Tilly TFW LLP (Registration No.T10LL1485G) is an accounting limited liability partnership registered in Singapore under the Limited Liability Partnerships Act (Chapter 163A).



Page 2

HWS/ZXT/08301
9 May 2025

Restriction on use

Our report is provided in accordance with the terms of our engagement. Our work was undertaken so that we might report to you on the Condensed Interim Financial Statements for the purpose of assisting the Company to meet the requirements of paragraph 3 of the Appendix 7.2 of the Singapore Exchange Limited Listing Manual and to comply with the requirements of Rule 25 of Singapore Code of Take-Overs and Mergers and for no other purpose. Our report is included in the Company's announcement of its Condensed Interim Financial Statements for the information of its members. We do not assume responsibility to anyone other than the Company for our work, for our report, or for the conclusions we have reached in our report.

A handwritten signature in black ink, appearing to read "Baker Tilly", with a stylized flourish extending from the end.

Baker Tilly TFW LLP
Public Accountants and
Chartered Accountants
Singapore

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY



9 May 2025

HAI LECK HOLDINGS LIMITED

47 Tuas View Circuit
Singapore 637357

Attention: The Independent Directors (as defined herein)

PROPOSED ACQUISITION BY CHENG INVESTMENT MANAGEMENT PTE. LTD. OF ALL THE ISSUED ORDINARY SHARES IN THE CAPITAL OF HAI LECK HOLDINGS LIMITED ("HAI LECK" OR THE COMPANY) OTHER THAN THE EXCLUDED SHARES) BY WAY OF A SCHEME OF ARRANGEMENT ("ACQUISITION")

On 9 December 2024 (the "**Joint Announcement Date**"), the respective boards of directors of the Company (and together with its subsidiaries, the "**Group**") and the Offeror jointly announced the Acquisition by way of a scheme of arrangement in accordance with Section 210 of the Companies Act 1967 of Singapore and the Singapore Code on Take-overs and Mergers (the "**Code**").

This letter is prepared pursuant to Rule 25 of the Code and is appended to the condensed interim financial statements of the Company and its subsidiaries (the "**Group**") for nine months ended 31 March 2025 ("**9M2025**") announced by the Company on 9 May 2025 (the "**9M2025 Results Announcement**").

For purposes of this letter, we have examined the 9M2025 Results Announcement and have discussed the same with the Directors and certain senior management of the Company who are involved in the preparation and finalisation of the 9M2025 Results Announcement. We have also considered the report dated 9 May 2025 issued to the Company by Baker Tilly TFW LLP, the independent auditors of the Company, entitled "Report on Review of Condensed Interim Financial Statements of Hai Leck Holdings Limited" in relation to the 9M2025 Results Announcement, a copy of which is also appended to the 9M2025 Results Announcement.

We have relied upon the accuracy and completeness of all financial and other information provided to and/or discussed with us by the Directors and certain senior management of the Company and have assumed such accuracy and completeness for the purpose of rendering this letter. We have not assumed any responsibility for independently verifying such information or undertaken any independent evaluation or appraisal of any of the assets or liabilities of the Company. The 9M2025 Results Announcement is solely the responsibility of the Directors. Save as provided in this letter, we do not express any other opinion or view on the 9M2025 Results Announcement.

Based on, and subject to the foregoing, we are of the view that the 9M2025 Results Announcement have been prepared and made by the Company after due and careful enquiry.

Page 1 of 2

Xandar Capital Pte. Ltd. 威豪金融 (私人) 有限公司 (Registration No. 200002789M)

Address 地址 3 Shenton Way #24-02 Shenton House Singapore 068805 珊顿道 3 号, 珊顿大厦 24-02, 新加坡邮区 068805
Tel 电话 (65) 6319 4950 Fax 传真 (65) 6227 3936 Website 网址 <http://www.xandarcapital.com>

APPENDIX I – 9M2025 UNAUDITED FINANCIAL STATEMENTS OF THE COMPANY



This letter is provided to the Directors solely for the purposes of complying with Rule 25 of the Code, and not for any other purpose. We do not accept any responsibility to any person (other than the Directors) in respect of, arising out of, or in connection, with this letter.

We have given and have not withdrawn our consent to the release of this letter as an appendix to the 9M2025 Results Announcement on the SGXNET.

Yours faithfully
For and on behalf of
XANDAR CAPITAL PTE. LTD.

LOO CHIN KEONG
EXECUTIVE DIRECTOR

PAULINE SIM POI LIN
HEAD OF CORPORATE FINANCE

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APPENDIX J – VALUATION SUMMARY



Co. Registration No. 201017462M

100 Jalan Sultan #02-12
Sultan Plaza Singapore 199001
Tel : 63539022 Fax : 63580890
Web : www.unitedvaluers.com
Email : enquiry@unitedvaluers.com

VALUATION SUMMARY

2 June 2025

Hai Leck Holdings Limited
47 Tuas View Circuit
Singapore 637357

Dear Sir / Mdm

**VALUATION OF PROPERTIES AT
9 TUAS AVENUE 1 SINGAPORE 639494;
12 TUAS DRIVE 1 SINGAPORE 638679;
47 TUAS VIEW CIRCUIT SINGAPORE 637357**

In accordance with your instructions to value the above-mentioned properties for the purpose of the proposed acquisition by Cheng Investment Management Pte. Ltd. of all the issued ordinary shares in the capital of Hai Leck Holdings Limited (other than the Excluded Shares (as defined in the Scheme Document) by way of a scheme of arrangement. We confirm that all information we consider necessary has been obtained for the purpose of providing you with our opinion of the current open market value of the property as at 31 May 2025.

We have prepared formal valuation report of the above-mentioned properties on an Market Value basis where:

Our opinion of the current open market value, which we would define as intended to mean "the best price" at which an interest in a property might reasonably be expected to be sold at the date of valuation, assuming:-

"Market Value is the estimated amount for which a Property should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion".

Our valuation reports are prepared on the following principles and assumptions and they apply unless we have specifically mentioned otherwise in the valuation report:

This valuation is prepared in accordance with the Valuation Standards and Guidelines published by the Singapore Institute of Surveyors and Valuers.

Our responsibility in connection with this valuation report is limited to our client or person to whom this report is addressed and to that client only. We disclaim all responsibility and accept no liability to any other person(s) or party should this report be used by any such person(s) or party or for any.

Any action, claim or proceedings arising out of the engagement of services shall be brought against the Firm with whom the Client has engaged and not against any employee, director or sub-contractor of the Firm involved directly or indirectly in the delivery of the Services.

V202417229-7231/PT

Page 1

APPENDIX J – VALUATION SUMMARY



Any liability arising from the Valuer's negligence (if any) in connection with this engagement shall be limited to the amount of fees received for this engagement.

The report is considered invalid if there is non-payment of the valuation fees. We shall not be responsible and accept no liability of the report if payment is not received within 30 days from the date of report.

Each valuation is current as at the Valuation Date only. The value assessed may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. We also do not assume any responsibility or accept liability where this valuation is relied upon after the expiration of three months from the Valuation Date.

The values assessed in this report for the subject property and any allocation of values between parts of the property applies strictly on the terms of and for the purpose of the valuation stated in the report and may not be used for any other purpose.

Where it is stated in the report that information has been supplied to us by another party, this information is believed to be reliable and accurate and we accept no responsibility if this information should later prove not to be so.

We may adopt assumptions in the valuation being carried out as some matters cannot be calculated accurately or fall outside the scope of our expertise. The risk that any of the assumptions adopted in our valuation may be incorrect should be taken into account. While all reasonable care is taken, we does not warrant or represent that the assumptions on which this valuation is based are accurate or correct.

Neither the whole nor any part of this report nor any reference to it may be included in any document, circular or statement nor published in any way without our prior written approval of the form and context in which it may appear.

While due care is taken in the course of inspection to note serious building defects, no structural survey has been made and no guarantee is given that the building is free from rot, termite, pest infestation of other hidden defects. We have also not made any tests to the building services (e.g. air-conditioning, fire-fighting systems, lifts, escalators, plumbing and lighting etc.) and these services are presumed to be in good working order.

Our valuation assumes that the title(s) is(are) in good order and marketable, free from any liens, mortgages, encumbrances, restrictions and other legal impediments. We accept no responsibility for investigations into title(s), searches, legal requisitions, legal validity of title or any charges, claims, liabilities registered against the title(s). The client is advised to consult his solicitors on any matter concerning the title(s).

We have not conducted a land survey to verify the land boundaries and site areas and whether all developments and improvements are within such boundaries. We have assumed, unless otherwise stated, that all developments and improvements are within the boundaries of such land parcel as described in this report and the land parcel is fully owned by the property owner.

Any plans or map included in this report are meant for identification purposes and to assist the reader in visualizing the subject property. We have not made any survey of the property and assume no responsibility in connection with such matters.

APPENDIX J – VALUATION SUMMARY



Unless otherwise instructed, we do not carry out requisition with the various public authorities to confirm that the property is not adversely affected by any public schemes such as road improvements, drainage proposal, etc.

Our valuation presumes that the subject property, as currently used, is in compliance with the existing land use zoning and is not in contravention of any planning rules or regulations.

Our valuation is prepared on the basis that the premises and any works (e.g. alterations and additions) thereto comply with all relevant statutory regulations. It is assumed that they have been, or will be issued with a statutory completion by the Building Authority.

Our valuation assumes that all development charges and maintenance/service/conservancy charges, if any, whether outstanding or payable as at the date of valuation, have already been fully paid.

Our valuation further assumes that, as at the date of valuation, there are no outstanding liabilities or charges attached to the property(ies).

In the event that we are instructed to provide a valuation based on kerb-side inspection and/or without the extent of information normally available, our valuation will be dependent on the adequacy and accuracy of the information supplied and/or the assumptions made. Should the information prove to be incorrect or inadequate, the accuracy of the valuation may be affected and we shall not be held responsible for the inaccuracy of the valuation.

We shall not be required to give testimony or to appear in court for any other tribunal or to any government agency by reason of this valuation report or with reference to the property in question unless prior arrangements have been made and we be properly reimbursed.

In arriving at our opinion of value, we had considered the Direct Comparison Approach & the Income Capitalisation Approach as reference. In Direct Comparison Approach, sales and listings of similar properties in the vicinity and elsewhere are used as guides to value after relevant valuation adjustments are made for differences in location, locality, land area, building size, tenure, JTC land rent, if any, date of sale, market condition, property condition, etc.

In the Income Capitalisation Approach, we had based on the current fair and reasonable rental values of similar properties in similar neighbourhoods, subject to the relevant valuation adjustments and deductions for outgoings such as property tax, cost of maintenance/repairs, JTC land rent, if any and future vacancy allowances. The resultant nett income is then capitalised over the unexpired lease term using an appropriate capitalisation rate according to current market condition.

APPENDIX J – VALUATION SUMMARY



This valuation summary and the accompanying Valuation Certificate have been prepared for the purpose of the proposed acquisition by Cheng Investment Management Pte. Ltd. of all the issued ordinary shares in the capital of Hai Leck Holdings Limited (other than the Excluded Shares (as defined in the Scheme Document) by way of a scheme of arrangement. No responsibility is accepted to any other party for the whole or any part of its contents.

United Valuers Pte Ltd disclaims liability to any person in the event of any omission from or false or misleading statement, other than in respect of the information provided within the valuation reports and summary. United Valuers Pte Ltd does not make any warranty or representation as to the accuracy of the information in any other part of the Prospectus other than as expressly made or given in this valuation summary.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, unbiased profession analyses, opinions and conclusions. We have no present nor prospective interest in the subject properties and are not a related corporation of nor do we have a relationship with the adviser or other party(s) whom Hai Leck Holdings Limited is contracting with. The valuers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favours the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

This valuation has been prepared by Mr Teo Beng Hock. He is a licensed appraiser under the Inland Revenue Authority of Singapore and is a member of the Singapore Institute of Surveyors & Valuers (SISV) & the Royal Institution of Chartered Surveyors (RICS). He is qualified to carry out the valuation of this magnitude and nature and has over 24 Years of experience in the real estate industry in Singapore.

We hereby enclosed our valuation certificate.

Yours faithfully
For and On Behalf Of
UNITED VALUERS PTE LTD

A handwritten signature in black ink, appearing to read "Teo Beng Hock", written over a horizontal line.

Teo Beng Hock
Licensed Appraiser
AD041-2009516J
B. Business (Property), MSISV, MRICS

APPENDIX J – VALUATION SUMMARY



VALUATION CERTIFICATE OF PROPERTY AT 9 TUAS AVENUE 1 SINGAPORE 639494

Date of Valuation	:	31 May 2025
Address	:	9 Tuas Avenue 1 Singapore 639494
Type	:	An Industrial Development Comprises of A Part 2 / Part 3- Storey Detached Factory & A Temporary Ancillary Worker's Dormitory (For 406 workers)
Legal Description	:	MK7 – 1384M
Lessor	:	Jurong Town Corporation
Lessee	:	Hai Leck Services Pte Ltd
Tenure	:	Leasehold 30+30 Years Wef 01/08/1993 (Further lease term extended)
2019 Master Plan Zoning	:	Business 2
Occupancy Status	:	Owner occupied
Land Area	:	4,703.6 sq m or (or 50,629 sq ft)
Floor Area	:	5,836.42 sq m (or 62,823 sq ft) <i>or thereabout,</i> <i>subject to final survey</i>
Land Rent	:	S\$7,694.66 per month
Annual Value	:	S\$1,358,000/- (Year 2025)

Open Current Market value of the subject property as at 31 May 2025 is
S\$9,000,000/-(Singapore Dollars Nine Million Only).

APPENDIX J – VALUATION SUMMARY



VALUATION CERTIFICATE OF PROPERTY AT 12 TUAS DRIVE 1 SINGAPORE 638679

Date of Valuation	:	31 May 2025
Address	:	12 Tuas Drive 1 Singapore 638679
Type	:	A Single Storey Detached Factory with Mezzanine Level, Workshed & 2 blocks of 3-Storey Temporary Ancillary Worker's Dormitory (For 406 workers)
Legal Description	:	MK7 – 1687A
Lessor	:	Jurong Town Corporation
Lessee	:	Hai Leck Integrated Services Pte Ltd
Tenure	:	Leasehold 60 Years Wef 01/07/1982
2019 Master Plan Zoning	:	Business 2
Occupancy Status	:	Owner occupied
Land Area	:	5,742.26 sq m or (or 61,809 sq ft)
Floor Area	:	5,409.213 sq m (or 58,224 sq ft) <i>or thereabout, subject to final survey</i>
JTC Monthly Land Rent	:	S\$8,167.71 per month
Annual Value	:	S\$1,178,000/- (Year 2025)

Open Current Market value of the subject property as at 31 May 2025 is
S\$8,500,000/-(Singapore Dollars Eight Million And Five Hundred Thousand Only).

APPENDIX J – VALUATION SUMMARY



VALUATION CERTIFICATE OF PROPERTY AT 47 TUAS VIEW CIRCUIT SINGAPORE 637357

Date of Valuation	:	31 May 2025
Address	:	47 Tuas View Circuit Singapore 637357
Type	:	An Industrial Development Comprises of A Part 1 / Part 3-Storey Factory with Ancillary Office, 1 block of 3-Storey Office Building & 1 Block of 3-Storey Production Building
Legal Description	:	MK7 – 4127A
Lessor	:	Jurong Town Corporation
Lessee	:	Hai Leck Engineering (Private) Limited
Tenure	:	Leasehold 30 Years Wef 15/12/2007
2019 Master Plan Zoning	:	Business 2
Occupancy Status	:	Owner occupied
Land Area	:	24,163.8 sq m or (or 260,097 sq ft)
Floor Area	:	17,008.453 sq m (or 183,077 sq ft) <i>or thereabout, subject to final survey</i>
JTC Monthly Land Rent	:	Not Applicable, Upfront Land Premium Paid
Annual Value	:	S\$2,342,000/- (Year 2025)

Open Current Market value of the subject property as at 31 May 2025 is
S\$17,000,000/-(Singapore Dollars Seventeen Million Only).

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APPENDIX K – MANNER OF CONVENING SCHEME MEETING

The manner of convening the Scheme Meeting is set out below:

Convening, holding and/or conducting the Scheme Meeting

1. The Company shall be at liberty to convene the Scheme Meeting at a date, time and/or location to be determined by the Company.
2. The minutes of the Scheme Meeting shall be published on the website of the Singapore Exchange Securities Trading Limited (“**SGXNet**”) and the website of the Company within one (1) month after the date of the Scheme Meeting.

Right or entitlement to speak on a resolution at the Scheme Meeting

3. The Company may require that an Eligible Shareholder shall, before the Scheme Meeting, send to the Company, by post to the Company’s registered office, electronic mail (“**email**”) and/or such other electronic means as the Company considers appropriate, the matters which the Eligible Shareholder wishes to raise at the Scheme Meeting, and each such matter, if substantial and relevant and sent within a reasonable time before the Scheme Meeting, is to be responded to at or before the Scheme Meeting in any manner the Company determines appropriate.

Quorum at the Scheme Meeting

4. A quorum may be formed by two (2) Shareholders attending in person or by proxy.

Voting at the Scheme Meeting

5. Each Eligible Shareholder entitled to attend and vote at the Scheme Meeting may attend in person or shall be entitled to appoint a proxy. The proxy need not be a Shareholder and may be the Chairman of the Scheme Meeting.
6. Each Eligible Shareholder who wishes to appoint a proxy must complete the Proxy Form in accordance with the instructions printed thereon and deposit it at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time fixed for the Scheme Meeting.
7. For the purposes of satisfying the condition under Section 210(3AB)(b) of the Companies Act:
 - (a) an Eligible Shareholder (other than an Eligible Shareholder who is a relevant intermediary) may only cast all the votes it uses at the Scheme Meeting in one (1) way and may only:
 - (i) cast all its votes “for” the Scheme;
 - (ii) cast all its votes “against” the Scheme; or
 - (iii) abstain from voting;

APPENDIX K – MANNER OF CONVENING SCHEME MEETING

- (b) an Eligible Shareholder who is a relevant intermediary need not cast all the votes it uses in the same way provided that each vote is exercised in relation to a different Company Share. A relevant intermediary may:
 - (i) vote “for” the Scheme;
 - (ii) vote “against” the Scheme; or
 - (iii) abstain from voting.
- 8. For purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:
 - (a) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
 - (b) the Company shall treat a relevant intermediary that casts votes both for and against the Scheme as follows:
 - (i) the Company shall treat the relevant intermediary as casting one (1) vote in favour of the Scheme if the relevant intermediary casts more votes for the Scheme than against the Scheme;
 - (ii) the Company shall treat the relevant intermediary as casting one (1) vote against the Scheme if the relevant intermediary casts more votes against the Scheme than for the Scheme; and
 - (iii) the Company shall treat the relevant intermediary as casting one (1) vote for and one (1) vote against the Scheme if the relevant intermediary casts equal votes for and against the Scheme.
- 9. If any Shareholder fails to submit a Proxy Form (if applicable) in the manner and within the period stated therein or if the Proxy Form (if applicable) is incomplete, improperly completed, illegible or where the true intentions of the Shareholder are not ascertainable from the instructions of the Shareholder specified in the Proxy Form (if applicable), the Shareholders and the proxy of such Shareholder (if applicable) may only be admitted to the Scheme Meeting at the discretion of the Chairman of the Scheme Meeting. Any such Shareholder shall, nonetheless, be bound by the terms of the Scheme in the event that it becomes effective.

Where an Eligible Shareholder (whether individual or corporate) appoints a proxy, he/she/it may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. However, if the Chairman of the Scheme Meeting is appointed as proxy and where no specific direction as to voting is provided, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid. The Company shall be entitled to reject a Proxy Form if it is incomplete, improperly completed, or illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified in the Proxy Form.

APPENDIX K – MANNER OF CONVENING SCHEME MEETING

10. For purposes of voting at the Scheme Meeting, the Company shall be entitled to reject any Proxy Form lodged by a Shareholder if the Shareholder is not shown to be a shareholder of the Company in the Company's Register of Members or the Depository Register (collectively, the "**Registers**") as at 72 hours before the time of the Scheme Meeting.

Laying and production of documents at the Scheme Meeting

11. The Scheme Document and any other document to be laid or produced before the Scheme Meeting may be so laid or produced by being sent or published in the manner provided in paragraph 13 below.
12. Shareholders may also obtain printed copies of the Scheme Document by submitting the Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com no later than 10.00 a.m. on 16 July 2025. A printed copy of the Scheme Document will be sent by ordinary post to the address in Singapore specified by the Shareholder at his/her/its own risk.

Giving of Notice of Scheme Meeting

13. The Scheme Meeting (including any adjourned or postponed meeting) shall be called by notice in writing of not less than 14 clear days (i.e. not inclusive of the day on which the Notice of Scheme Meeting is served, and the day of the Scheme Meeting) in all of the following manners, as may be determined by the Company:
- (a) either: (i) by ordinary post to or left at the Shareholder's last known Singapore address as appearing in the Registers, or in the case of joint Shareholders, the joint Shareholder named first in the Registers at such person's address as appearing in the Registers; or (ii) by email to the Shareholder's last known email address as appearing in the Company's records, or in the case of joint Shareholders, the joint Shareholder named first in the Registers at such person's email address as appearing in the Company's records;
 - (b) by way of advertisement in the Business Times;
 - (c) by way of announcement on SGXNet; and
 - (d) by way of publication on the Company's website,

subject to any potential restrictions on sending the Scheme Document to any overseas jurisdiction. The Company shall not be liable for any mistake with respect to each Shareholder's address or email as how it is recorded in the Registers or the Company's records, including but not limited to the said address or email address being outdated or that the Shareholder no longer resides at said address or utilises said email address.

14. The Notice of Scheme Meeting:
- (a) shall set out the date, time and venue of the Scheme Meeting;
 - (b) shall provide instructions on how the Eligible Shareholders can locate the Scheme Document electronically;

APPENDIX K – MANNER OF CONVENING SCHEME MEETING

- (c) shall set out how an Eligible Shareholder may vote (either in person or by proxy) at the Scheme Meeting;
- (d) shall state how an Eligible Shareholder may submit questions in advance of the Scheme Meeting or during the Scheme Meeting; and
- (e) may be accompanied by any other documents relevant to the Scheme Meeting.

Other matters

- 15. Mr. Chua Keng Woon, or failing him, any director of the Company, shall be appointed Chairman of the Scheme Meeting and the Chairman of the Scheme Meeting shall report the results of the Scheme Meeting to the Court as soon as practicable after the conclusion of the Scheme Meeting.
- 16. Not less than 14 days before the day appointed for the Scheme Meeting, the Scheme Document consisting of, among others, the following:
 - (a) a letter to Eligible Shareholders from the Company to the Eligible Shareholders containing details of, among others, the purpose of the Scheme Document and information relating to the purpose of the Scheme Document, as well as a copy of the Scheme;
 - (b) an Explanatory Statement which contains, among others, the information required to be disclosed under Section 211 of the Companies Act;
 - (c) a letter from Xandar Capital Pte. Ltd., as the independent financial adviser to the Independent Directors, in respect of, among others, the Scheme;
 - (d) a letter from the Offeror, Cheng Investment Management Pte. Ltd., to the Eligible Shareholders;
 - (e) the Notice of Scheme Meeting;
 - (f) the Proxy Form; and
 - (g) any other ancillary documents,shall be published or sent in accordance with paragraphs 13(a), 13(c) and 13(d) above.
- 17. Any accidental omission to give any Eligible Shareholder the Notice of Scheme Meeting or the non-receipt of the Notice of Scheme Meeting by any Eligible Shareholder shall not invalidate the proceedings at the Scheme Meeting, unless otherwise ordered by the Court.

APPENDIX L – THE SCHEME

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OA

570/2025

In the Matter of Section 210 of the Companies Act 1967

And

In the Matter of Hai Leck Holdings Limited
(Company UEN No. 199804461D)

SCHEME OF ARRANGEMENT

Under Section 210 of the Companies Act 1967

Between

Hai Leck Holdings Limited

And

**Eligible Shareholders
(as defined herein)**

And

Cheng Investment Management Pte. Ltd.

APPENDIX L – THE SCHEME

PRELIMINARY

In this Scheme (as defined below), the following definitions apply throughout except where the context otherwise requires or otherwise states:

“ACRA”	:	The Accounting and Corporate Regulatory Authority of Singapore
“Business Day”	:	A day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore
“Cash Ledger”	:	Shall have the meaning ascribed to it in CDP’s <i>“The Central Depository (Pte) Limited Operation of Securities Account with the Depository Terms and Conditions”</i>
“CDP”	:	The Central Depository (Pte) Limited
“Companies Act”	:	The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
“Company”	:	Hai Leck Holdings Limited
“Court”	:	The General Division of the High Court of the Republic of Singapore or, where applicable on appeal, the Appellate Division of the High Court of the Republic of Singapore
“Cut-Off Date”	:	The date falling 10 months ¹ from the date of the Implementation Agreement or such other date as may be agreed in writing between the Company and the Offeror
“determination”	:	Shall have the meaning ascribed to it in paragraph 3.4(b) of this Scheme
“Effective Date”	:	The date on which the Scheme becomes effective in accordance with its terms
“Eligible Shareholders”	:	Persons who are registered as holders of Eligible Shares in the Register of Members and depositors who have Eligible Shares entered against their names in the Depository Register
“Eligible Shares”	:	All the issued Shares in the capital of the Company, other than the (a) Shares directly held by Mr. Cheng; (b) Shares directly held by CCHPL; and (c) Treasury Shares

¹ Pursuant to the Supplemental Agreement to the Implementation Agreement entered into on 27 May 2025, the Cut-Off Date was extended from the date falling six (6) months from the date of the Implementation Agreement to the date falling 10 months from the date of the Implementation Agreement.

APPENDIX L – THE SCHEME

“Encumbrances”	:	Any claim, charge, mortgage, assignment of receivables, debenture, pledge, right to acquire, security, lien, option, equity, power of sale, declaration of trust, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and any encumbrance or condition whatsoever
“Entitled Eligible Shareholders”	:	Eligible Shareholders as at 5.00 p.m. on the Record Date
“Implementation Agreement”	:	The implementation agreement dated 9 December 2024 entered into between the Company and the Offeror setting out the terms and conditions on which the Company and the Offeror will implement the Scheme (as amended, modified and supplemented by the Supplemental Agreement dated 27 May 2025)
“Joint Announcement Date”	:	9 December 2024, being the date of the joint announcement made by the Company and the Offeror in relation to, among others, the Scheme
“Latest Practicable Date”	:	24 June 2025, being the latest practicable date prior to the issuance of the Scheme Document
“Offeror”	:	Cheng Investment Management Pte. Ltd.
“Record Date”	:	The date and time to be announced (before the Effective Date) by the Company on which the transfer books and Register of Members will be closed in order to determine the entitlements of the Eligible Shareholders in respect of the Scheme
“Scheme”	:	This scheme of arrangement under Section 210 of the Companies Act in its present form or with or subject to any modification thereof or amendment or addition thereto in accordance with its terms or condition(s) approved or imposed by the Court
“Scheme Conditions”	:	The conditions precedent in the Implementation Agreement which must be satisfied (or, where applicable, waived) by the Cut-Off Date for the Scheme to be implemented and which are reproduced in Appendix E (Scheme Conditions) to this Scheme Document
“Scheme Consideration”	:	The cash amount of S\$0.55 that each Eligible Shareholder as at the Record Date will be entitled to receive for each Eligible Share held as at the Record Date
“Securities Account”	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account

APPENDIX L – THE SCHEME

“SGX-ST”	:	The Singapore Exchange Securities Trading Limited
“Share Registrar”	:	In.Corp Corporate Services Pte. Ltd., the share registrar of the Company
“Shares”	:	The ordinary shares in the capital of the Company (excluding Treasury Shares)
“Supplemental Agreement”	:	The supplemental agreement dated 27 May 2025 entered into by the Company and the Offeror to amend, modify and supplement the Implementation Agreement
“Treasury Shares”	:	The Shares held in treasury
“S\$” and “cents”	:	Singapore dollars and cents respectively, being the lawful currency of Singapore

Depositors, etc. The expressions **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.

Expressions. Words importing the singular shall, where applicable, include the plural and vice versa. Words importing a single gender shall, where applicable, include any or all genders. References to persons shall, where applicable, include firms, corporations and other entities.

Shareholders. The term **“Shareholder”**, in relation to any Share, includes a person entitled to that Share by transmission. Any reference to **“you”**, **“your”** and **“yours”** in this Scheme are, as the context so determines, to Shareholders unless the context otherwise requires.

References. Any reference to any document or agreement shall include a reference to such document or agreement, as amended, modified, supplemented and/or varied from time to time.

Statutes. Any reference in this Scheme to any enactment or statute shall include a reference to any subordinate legislation and any regulation made under the relevant enactment or statute and is a reference to that enactment, statute, subordinate legislation or regulation as from time to time amended, consolidated, modified, re-enacted or replaced, whether before or after the date of this Scheme. Any word defined under the Companies Act, the Singapore Code on Take-overs and Mergers, the listing rules of the SGX-ST, the Securities and Futures Act 2001 of Singapore or any modification thereof and used in this Scheme shall, where applicable, have the meaning assigned to that word under the Companies Act, the Singapore Code on Take-overs and Mergers, the listing rules of the SGX-ST, the Securities and Futures Act 2001 of Singapore or that modification, as the case may be, unless the context otherwise requires.

Time and date. Any reference to a time of day and date in this Scheme shall be a reference to Singapore time and date respectively unless otherwise specified.

APPENDIX L – THE SCHEME

RECITALS

- (A) The Company was incorporated on 12 September 1998 in Singapore and was listed on the Mainboard of the SGX-ST on 28 August 2008. As at the Latest Practicable Date, the Company has an issued and paid-up share capital of S\$65,402,412.83 comprising 226,241,195 Shares (excluding 352,000 Treasury Shares). Save for the Shares, there are no other (a) securities which carry voting rights; and/or (b) convertible securities, warrants, options or derivatives in respect of such Shares or securities which carry voting rights.
- (B) The primary purpose of this Scheme is the acquisition by the Offeror of all the Eligible Shares.
- (C) The Company and the Offeror have entered into the Implementation Agreement to set out their respective rights and obligations with respect to this Scheme and the implementation thereof.

1. CONDITIONS PRECEDENT

This Scheme is conditional upon the satisfaction (or, where applicable, the waiver) of the Scheme Conditions set out in Clause 3.1 of the Implementation Agreement (as reproduced in **Appendix E (Scheme Conditions)** to this Scheme Document) on or before the Cut-Off Date, subject to the terms of the Implementation Agreement.

2. TRANSFER OF THE ELIGIBLE SHARES

- 2.1 Upon the Scheme becoming effective in accordance with its terms, all the Eligible Shares held by the Entitled Eligible Shareholders will be transferred to the Offeror fully paid, free from all Encumbrances (as at the date of such transfer) and together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital (if any) which may be announced, declared, paid or made thereon by the Company in respect of the Shares on or after the Joint Announcement Date. If any dividends, rights, other distributions and/or return of capital (if any) are announced, declared, paid or made by the Company to the Eligible Shareholders on or after the Joint Announcement Date and before the Effective Date, the Offeror reserves the right to reduce the Scheme Consideration by the amount of such dividends, rights or distributions.
- 2.2 For the purpose of giving effect to the transfer of the Eligible Shares provided for in Clause 2.1 of this Scheme:
 - (a) in the case of the Entitled Eligible Shareholders (not being Depositors), the Company shall authorise any person to execute or effect on behalf of all such Entitled Eligible Shareholders an instrument or instruction of transfer of all the Eligible Shares held by such Entitled Eligible Shareholders and every such instrument or instruction of transfer so executed shall be effective as if it had been executed by the relevant Entitled Eligible Shareholder; and
 - (b) in the case of the Entitled Eligible Shareholders (being Depositors), the Company shall instruct CDP, for and on behalf of such Entitled Eligible Shareholders, to debit, not later than seven (7) Business Days after the Effective Date, all the Eligible Shares standing to the credit of the Securities Account of such Entitled Eligible Shareholders and credit all of such Eligible Shares to the Securities Account of the Offeror or such Securities Account(s) as directed by the Offeror.

APPENDIX L – THE SCHEME

3. PAYMENT OF SCHEME CONSIDERATION

- 3.1 In consideration for the transfer of the Eligible Shares to the Offeror under Clause 2.1 of this Scheme and subject to Clause 1 of this Scheme, the Offeror shall pay or procure that there shall be paid to each Entitled Eligible Shareholder the Scheme Consideration, being **S\$0.55** in cash for each Eligible Share transferred pursuant to this Scheme.
- 3.2 The Offeror shall, not later than seven (7) Business Days after the Effective Date, and against the transfer of the Eligible Shares set out in Clause 2.1 of this Scheme, make payment of the aggregate Scheme Consideration payable on the transfer of the Eligible Shares pursuant to this Scheme to:
- (a) each Entitled Eligible Shareholder (not being a Depositor) by sending a cheque for the aggregate Scheme Consideration payable to and made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such Entitled Eligible Shareholder, or in the case of joint Entitled Eligible Shareholders (not being Depositors), to the first named Entitled Eligible Shareholder made out in favour of such Entitled Eligible Shareholder by ordinary post to his/her/its address as appearing in the Register of Members at the close of business on the Record Date, at the sole risk of such joint Entitled Eligible Shareholders; and
 - (b) each Entitled Eligible Shareholder (being a Depositor) by making payment of the aggregate Scheme Consideration payable to such Entitled Eligible Shareholder to CDP. CDP shall:
 - (i) in the case of an Entitled Eligible Shareholder (being a Depositor) who has registered for CDP's direct crediting service, credit the aggregate Scheme Consideration payable to such Entitled Eligible Shareholder, to the designated bank account of such Entitled Eligible Shareholder; and
 - (ii) in the case of an Entitled Eligible Shareholder (being a Depositor) who has not registered for CDP's direct crediting service, credit the Scheme Consideration to such Entitled Eligible Shareholder's Cash Ledger and such Scheme Consideration shall be subject to the same terms and conditions as applicable to "*Cash Distributions*" under CDP's "*The Central Depository (Pte) Limited Operation of Securities Account with the Depository Terms and Conditions*" as amended, modified or supplemented from time to time, copies of which are available from CDP.
- 3.3 The encashment of any cheque or the crediting by CDP of the aggregate Scheme Consideration in such other manner as the Entitled Eligible Shareholder may have agreed with CDP for payment of any cash distributions as referred to in Clause 3.2 of this Scheme shall be deemed as good discharge to the Offeror, the Company and CDP for the moneys represented thereby.
- 3.4 (a) On and after the day being six (6) calendar months after the date of issuance of such cheques relating to the Scheme Consideration, the Offeror shall have the right to cancel or countermand payment of any such cheque which has not been cashed (or has been returned uncashed) and shall place all such moneys in a bank account in the Company's name with a licensed bank in Singapore selected by the Company.

APPENDIX L – THE SCHEME

- (b) The Company or its successor entity shall hold such moneys until the expiration of six (6) years from the Effective Date and shall prior to such date make payments therefrom of the sums payable pursuant to Clause 3.2 of this Scheme to persons who satisfy the Company or its successor entity that they are respectively entitled thereto and that the cheques referred to in Clause 3.2 of this Scheme for which they are payees have not been cashed (the “**determination**”). Any such determination by the Company or its successor entity shall be conclusive and binding upon all persons claiming an interest in the relevant moneys, and any payments made by the Company hereunder shall not include any interest accrued on the sums to which the respective persons are entitled pursuant to Clause 3.1 of this Scheme.
 - (c) On the expiry of six (6) years from the Effective Date, each of the Company and the Offeror shall be released from any further obligation to make any payments of the Scheme Consideration under this Scheme and the Company or its successor entity shall transfer to the Offeror the balance (if any) of the sums then standing to the credit of the bank account referred to in Clause 3.4 of this Scheme including accrued interest, subject, if applicable, to the deduction of interest, tax or any withholding tax or any other deduction required by law and subject to the deduction of any expenses.
 - (d) Clause 3.4(c) of this Scheme shall take effect subject to any prohibition or condition imposed by law.
- 3.5 From the Effective Date, each existing share certificate representing a former holding of Eligible Shares by Entitled Eligible Shareholders (not being Depositors) will cease to be evidence of title of the Eligible Shares represented thereby. Entitled Eligible Shareholders, who are not Depositors, shall be required to forward their existing share certificates relating to their Eligible Shares to the Share Registrar, In.Corp Corporate Services Pte. Ltd., at 36 Robinson Road, #20-01, City House, Singapore 068877 as soon as possible, but not later than seven (7) Business Days after the Effective Date, for cancellation.

4. EFFECTIVE DATE

- 4.1 Subject to the satisfaction of the conditions precedent set out in Clause 1 of this Scheme, this Scheme shall become effective and binding in accordance with its terms if all the Scheme Conditions have been satisfied (or, where applicable, waived) in accordance with the Implementation Agreement and upon a copy of the order of the Court approving this Scheme under Section 210 of the Companies Act being duly lodged with the ACRA.
- 4.2 Unless this Scheme shall have become effective and binding in accordance with its terms as aforesaid on or before the Cut-Off Date (or such other date as the Court on the application of the Company or the Offeror may allow), this Scheme shall lapse.
- 4.3 The Company and the Offeror may jointly consent, for and on behalf of all concerned, to any modification of, or amendment to, this Scheme or to any condition which the Court may think fit to approve or impose.
- 4.4 Each of the Company and the Offeror shall bear its own legal, professional and other costs and expenses incurred by it in connection with, among others, the Scheme.

APPENDIX L – THE SCHEME

- 4.5 This Scheme shall be governed by, and construed in accordance with, the laws of Singapore, and the Company, the Offeror and the Eligible Shareholders submit to the exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Scheme has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term or provision of this Scheme.

Dated this 1 July 2025

APPENDIX M – NOTICE OF SCHEME MEETING

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OA 570/2025

In the Matter of Section 210 of the Companies Act 1967

And

In the Matter of Hai Leck Holdings Limited
(Company UEN No. 199804461D)

SCHEME OF ARRANGEMENT

Under Section 210 of the Companies Act 1967

Between

Hai Leck Holdings Limited

And

**Eligible Shareholders
(as defined herein)**

And

Cheng Investment Management Pte. Ltd.

APPENDIX M – NOTICE OF SCHEME MEETING

NOTICE OF SCHEME MEETING

NOTICE IS HEREBY GIVEN that by an Order of Court dated 24 June 2025 made in the above matter, the High Court of the Republic of Singapore has directed a meeting (the “**Scheme Meeting**”) of the Eligible Shareholders of Hai Leck Holdings Limited (the “**Company**”) to be convened and such Scheme Meeting shall be held, solely by physical attendance, in Singapore at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. and at any adjournment thereof, details of which are set out in the Scheme Document and in the announcements that may be made by the Company from time to time on SGXNet, for the purpose of considering and, if thought fit, approving (with or without modification) the following resolution:

RESOLUTION

RESOLVED THAT the scheme of arrangement dated 1 July 2025 proposed to be made pursuant to Section 210 of the Companies Act 1967 of Singapore, between (a) the Company, (b) the Eligible Shareholders; and (c) Cheng Investment Management Pte. Ltd., a copy of which has been circulated with this Notice of Scheme Meeting convening this Scheme Meeting, be and is hereby approved.

All references to the Scheme Document in this Notice of Scheme Meeting shall mean the Company’s Scheme Document to the Eligible Shareholders dated 1 July 2025. All capitalised terms not otherwise defined herein shall have the meanings given to them in the Scheme Document.

By the said Order of Court, the Court has appointed Mr. Chua Keng Woon, or failing him, any director of the Company, to act as Chairman of the Scheme Meeting and to report the results of the Scheme Meeting to the Court.

The said scheme of arrangement will be subject to, among others, the subsequent approval of the Court.

Important Notice from the Company

The Scheme Meeting will be convened and held in a wholly physical format at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m.. **There will be no option for Eligible Shareholders to participate virtually.**

Electronic copies of the Scheme Document (together with this Notice of Scheme Meeting, the Proxy Form and the Request Form) has been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company’s website at www.haileck.com. An Eligible Shareholder will need an internet browser and PDF reader to view these documents on the SGXNet announcement page of the Company and the corporate website of the Company. A printed copy of the Scheme Document will **NOT** be despatched to Eligible Shareholders (unless upon request). Instead, only printed copies of this Notice of Scheme Meeting, the Proxy Form and the Request Form will be despatched to Eligible Shareholders.

Eligible Shareholders may obtain printed copies of the Scheme Document by depositing the duly completed Request Form to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357 or by sending a scanned PDF copy of the duly completed Request Form via email to agm@haileck.com by no later than 10.00 a.m. on 16 July 2025. A printed copy of the Scheme Document will be sent to the address in Singapore specified by the Eligible Shareholder by ordinary post at his/her/its own risk.

APPENDIX M – NOTICE OF SCHEME MEETING

Notes:

- (1) The Scheme Meeting will be convened and held solely by physical attendance which will provide shareholders the opportunity to participate fully at the meeting.
- (2) The Notice of Scheme Meeting dated 1 July 2025 and the accompanying Proxy Form will be sent by post to members. At the same time, these documents have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com.
- (3) An Eligible Shareholder who has Eligible Shares entered against his/her/its name in (a) the Register of Members; or (b) the Depository Register as at the cut-off time being 72 hours prior to the time of the Scheme Meeting, as the case may be (being the time at which the name of the Eligible Shareholder must appear in the Register of Members or the Depository Register, in order for him/her/it to be considered to have Eligible Shares entered against his/her/its name in the said registers), shall be entitled to participate in the Scheme Meeting.
- (4) All Proxy Forms for the Scheme Meeting must be downloaded, completed, signed and submitted by 10.00 a.m. on 18 July 2025, being 72 hours before the time appointed for the Scheme Meeting, in the following manner:
 - (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
 - (b) by sending a scanned PDF copy via email to agm@haileck.com.

Where an Eligible Shareholder (whether individual or corporate) appoints a proxy, he/she/it may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

The Company shall be entitled to reject a Proxy Form if it is incomplete, improperly completed, or illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified in the Proxy Form.

- (5) Eligible Shareholders may also submit questions related to the Scheme to be tabled for approval at the Scheme Meeting to the Chairman of the Scheme Meeting in advance of the Scheme Meeting. In order to do so, their questions must be submitted in the following manner:
 - (a) by post to the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or
 - (b) by email to agm@haileck.com.

All questions sent by any of the above means, must reach the Company no later than 5.00 p.m. on 8 July 2025.

Eligible Shareholders who submit questions via post or email must provide the following information:

- (a) the Eligible Shareholder's full name;
- (b) the Eligible Shareholder's address; and
- (c) the manner in which the Eligible Shareholder holds Eligible Shares (e.g., via CDP, scrip, CPF or SRS).

The Company will endeavour to address all substantial and relevant questions received in advance of the Scheme Meeting from the Eligible Shareholders, by 14 July 2025 or during the Scheme Meeting and the Company's responses will be posted on the SGXNet announcement page of the Company and the Company's website. Should there be subsequent clarification sought, or follow-up questions after the deadline of the submission of questions, the Company will address those substantial and relevant questions at the Scheme Meeting.

Alternatively, Eligible Shareholders and proxies will be able to ask questions during the Scheme Meeting.

The Company will, within one (1) month after the date of the Scheme Meeting, publish the minutes of the Scheme Meeting on the SGXNet announcement page of the Company and the Company's website, and the minutes will include the responses to the substantial and relevant questions which are addressed during the Scheme Meeting.

- (6) In the case of joint holders of Eligible Shares, any one of such persons may vote, but if more than one of such persons are present at the Scheme Meeting, the person whose name stands first in the Register of Members or, as the case may be, the Depository Register shall alone be entitled to vote.
- (7) An Eligible Shareholder (other than an Eligible Shareholder who is a Relevant Intermediary (as defined below)) may only cast all the votes it uses at the Scheme Meeting in **one (1) way**.
- (8) An Eligible Shareholder voting by proxy shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting as if that Eligible Shareholder was voting in person.
- (9) Pursuant to the Order of Court, the Court has appointed Mr. Chua Keng Woon, or failing him, any director of the Company, to act as Chairman of the Scheme Meeting, and has directed the Chairman of the Scheme Meeting to report the results thereof to the Court.

APPENDIX M – NOTICE OF SCHEME MEETING

- (10) The said Scheme will be subject to, among others, the subsequent approval of the Court.
- (11) CPFIS Investors and SRS Investors who wish to appoint the Chairman of the Scheme Meeting as proxy should approach their respective CPF and SRS agent banks to submit their voting instructions by 10.00 a.m. on 10 July 2025.
- A “Relevant Intermediary” means a “relevant intermediary” as defined in Section 181 of the Companies Act.
- (12) The Chairman of the Scheme Meeting, as proxy, need not be a member of the Company.
- (13) For the purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:
- (a) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
 - (b) the Company shall treat a Relevant Intermediary that casts votes both for and against the Scheme as follows:
 - (i) the Company shall treat the Relevant Intermediary as casting one (1) vote in favour of the Scheme if the Relevant Intermediary casts more votes for the Scheme than against the Scheme;
 - (ii) the Company shall treat the Relevant Intermediary as casting one (1) vote against the Scheme if the Relevant Intermediary casts more votes against the Scheme than for the Scheme; and
 - (iii) the Company shall treat the Relevant Intermediary as casting one (1) vote for and one (1) vote against the Scheme if the Relevant Intermediary casts equal votes for and against the Scheme.
- (14) CPF agent banks and/or SRS agent banks acting on the request of the CPFIS Investors and/or SRS Investors who wish to attend the Scheme Meeting as observers are requested to submit in writing, a list with details of the investors’ names, NRIC/Passport numbers, addresses and number of Eligible Shares held. The list, signed by an authorised signatory of the respective CPF or SRS agent bank, should reach the registered office of the Company at 47 Tuas View Circuit, Singapore 637357, at least 72 hours before the time appointed for holding the Scheme Meeting.
- (15) Please see the Scheme Document and the Notes to the Proxy Form for more information.

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Scheme Meeting and/or any adjournment thereof, an Eligible Shareholder (i) consents to the collection, use and disclosure of the Eligible Shareholder’s personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of proxy(ies) and representative(s) appointed for the Scheme Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, proxy lists, minutes and other documents relating to the Scheme Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the Eligible Shareholder discloses the personal data of the Eligible Shareholder’s proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Eligible Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Eligible Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Eligible Shareholder’s breach of warranty.

Please note that transportation to the Scheme Meeting is available at Boon Lay MRT at 9.00 a.m.. Pick-up point is near the UOB taxi stand. Please call (65) 6862 2211 for any enquiries or further details.

Dated this 1 July 2025

Morgan Lewis Stamford LLC
10 Collyer Quay, #27-00
Ocean Financial Centre
Singapore 049315

Solicitors for
Hai Leck Holdings Limited

APPENDIX N – PROXY FORM FOR THE SCHEME MEETING

IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

HC/OA 570/2025

In the Matter of Section 210 of the Companies Act 1967

And

In the Matter of Hai Leck Holdings Limited
(Company UEN No. 199804461D)

SCHEME OF ARRANGEMENT

Under Section 210 of the Companies Act 1967

Between

Hai Leck Holdings Limited

And

**Eligible Shareholders
(as defined herein)**

And

Cheng Investment Management Pte. Ltd.

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APPENDIX N – PROXY FORM FOR THE SCHEME MEETING

HAI LECK HOLDINGS LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration Number: 199804461D)

PROXY FORM FOR SCHEME MEETING

IMPORTANT:

1. All capitalised terms used in this Proxy Form which are not otherwise defined herein shall bear the same meanings ascribed to them in the scheme document issued by the Company to the Eligible Shareholders dated 1 July 2025 (the “**Scheme Document**”).
2. Please read the notes overleaf which contain instructions on, among others, the appointment of a proxy(ies) to attend, speak and vote on his/her/its behalf at the Scheme Meeting.
3. This Proxy Form is not valid for use by persons who hold Eligible Shares through Relevant Intermediaries (as defined below) and shall be ineffective for all intents and purposes if used or purported to be used by them. Such persons should contact the Relevant Intermediary through which they hold such Eligible Shares as soon as possible in order to make the necessary arrangements for them to appoint proxy(ies) at the Scheme Meeting.
4. CPFIS Investors and SRS Investors who wish to appoint the Chairman of the Scheme Meeting as proxy should approach their respective CPF and SRS agent banks to submit their voting instructions by 10.00 a.m. on 10 July 2025.
5. By submitting the Proxy Form, the Eligible Shareholder accepts and agrees to the personal data privacy terms set out in the Notice of Scheme Meeting dated 1 July 2025.

I/We*,		(Name)		(NRIC/Passport/ Co. Registration Number)
of				(Address)
being a member/members* of HAI LECK HOLDINGS LIMITED (the “ Company ”), hereby appoint:				
Name	Address			NRIC/Passport Number

or failing the person referred to above, the Chairman of the Scheme Meeting as my/our* proxy to vote for me/us* on my/our* behalf at the Scheme Meeting to be held in Singapore at 47 Tuas View Circuit, Singapore 637357 on 21 July 2025 at 10.00 a.m. and at any adjournment thereof. I/We* direct my/our* proxy to vote for, vote against or abstain from voting on the resolution to be proposed at the Scheme Meeting as indicated hereunder.

No.	Resolution	FOR	AGAINST	ABSTAIN
1.	To approve the Scheme of Arrangement			

If you wish the Chairman of the Scheme Meeting or your proxy to cast all your votes “For” or “Against” the resolution, please indicate with a tick “√” in the relevant space provided under “For” or “Against”. If you wish the Chairman of the Scheme Meeting or your proxy to abstain from voting on the resolution, please indicate with a tick “√” in the relevant space provided under “Abstain”. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. In the absence of specific directions, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid.

Dated this _____ day of _____ 2025.

Total Number of shares held in:	No. of Shares
(a) CDP Register	
(b) Register of Members	

Signature of Member and/or,
Common Seal of Corporate Shareholder

* Delete where inapplicable

IMPORTANT: PLEASE READ NOTES OVERLEAF

APPENDIX N – PROXY FORM FOR THE SCHEME MEETING

NOTES TO PROXY FORM:

- (1) All capitalised terms used in this Proxy Form which are not otherwise defined herein shall bear the same meanings ascribed to them in the scheme document issued by the Company to the Eligible Shareholders dated 1 July 2025 (the “**Scheme Document**”).
- (2) The Scheme Meeting will be convened and held solely by physical attendance which will provide shareholders the opportunity to participate fully at the meeting.
- (3) The Notice of Scheme Meeting dated 1 July 2025 and the accompanying Proxy Form will be sent by post to members. At the same time, these documents have been made available on SGXNet at <https://sgx.com/securities/company-announcements> and the Company's website at www.haileck.com.
- (4) Voting:

Live voting will be conducted during the Scheme Meeting for shareholders and proxy(ies).

An Eligible Shareholder who is entitled to attend and vote at the Scheme Meeting, and who is not a Relevant Intermediary, is entitled to appoint only one (1) proxy to attend and vote at the Scheme Meeting. A proxy need not be a member of the Company and may be the Chairman of the Scheme Meeting. For the purposes of Note 4, “**Relevant Intermediary**” has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore (the “**Companies Act**”) as follows:

- (a) a banking corporation licensed under the Banking Act 1970 of Singapore or a wholly owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
- (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore and who holds shares in that capacity; or
- (c) the Central Provident Fund Board established by the Central Provident Fund Act 1953 of Singapore, in respect of shares purchased under the subsidiary legislation made under that act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, and if the Central Provident Fund Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

Where an Eligible Shareholder who is not a Relevant Intermediary appoints more than one (1) proxy, such additional appointments shall be invalid.

- (5) A corporation which is an Eligible Shareholder may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Scheme Meeting, in accordance with Section 179 of the Companies Act.
- (6) Submission of Proxy Forms:

Duly completed Proxy Forms must be submitted through any one of the following manners: (a) by depositing at the registered office of the Company at 47 Tuas View Circuit, Singapore 637357; or (b) by sending a scanned PDF copy via email to agm@haileck.com, in each case, not less than 72 hours before the time appointed for holding the Scheme Meeting.

Investors who hold shares through Relevant Intermediaries (including CPFIS Investors/SRS Investors): Investors (including CPF/SRS investors) should not make use of the Proxy Form and instead approach their respective Relevant Intermediary to specify voting instructions. CPFIS Investors and/or SRS Investors who wish to vote should approach their respective CPF agent bank/SRS agent bank by 10 July 2025, 10.00 a.m. to ensure their votes are submitted. Investors who have deposited their shares into a nominee account should also approach their depository agent and Relevant Intermediaries by 10 July 2025, 10.00 a.m.. The Proxy Form must be under the hand of the appointer or of their attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed under its seal or under the hand of any officer or attorney duly authorised.

- (7) Where an Eligible Shareholder (whether individual or corporate) appoints a proxy, he/she/it may give specific instructions as to voting, or abstention from voting, in respect of the resolution in the Proxy Form. If no specific direction as to voting is given, the proxy (except where the Chairman of the Scheme Meeting is appointed as proxy) will vote or abstain from voting at his/her discretion. However, if the Chairman of the Scheme Meeting is appointed as proxy and where no specific direction as to voting is provided, the appointment of the Chairman of the Scheme Meeting as proxy will be treated as invalid. The Company shall be entitled to reject a Proxy Form if it is incomplete, improperly completed, or illegible or where the true intentions of the appointer are not ascertainable from the instructions of the appointer specified in the Proxy Form.
- (8) In the case of Eligible Shareholders whose Shares are entered against their names in the Depository Register, the Company may reject any Proxy Form lodged if such Eligible Shareholders are not shown to have Shares entered against their names in the Depository Register 72 hours before the time appointed for holding the Scheme Meeting as certified by The Central Depository (Pte) Limited to the Company.

APPENDIX N – PROXY FORM FOR THE SCHEME MEETING

(9) Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Scheme Meeting and/or any adjournment thereof, an Eligible Shareholder (i) consents to the collection, use and disclosure of the Eligible Shareholder's personal data by the Company (or its agents or service providers) for the purpose of the processing and administration by the Company (or its agents or service providers) of proxy(ies) and representative(s) appointed for the Scheme Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, proxy lists, minutes and other documents relating to the Scheme Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the Eligible Shareholder discloses the personal data of the Eligible Shareholder's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Eligible Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Eligible Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Eligible Shareholder's breach of warranty.

(10) For the purposes of satisfying the condition under Section 210(3AB)(a) of the Companies Act:

- (a) each Eligible Shareholder that appoints a proxy (including the Chairman of the Scheme Meeting) to vote at the Scheme Meeting shall be deemed to be present at the Scheme Meeting and shall be included in the count of Eligible Shareholders present and voting at the Scheme Meeting. Where the Chairman of the Scheme Meeting has been appointed as the proxy of more than one (1) Eligible Shareholder to vote at the Scheme Meeting, the votes of the Chairman of the Scheme Meeting shall be counted as the votes of the number of appointing Eligible Shareholders;
- (b) the Company shall treat a Relevant Intermediary that casts votes both for and against the Scheme as follows:
 - (i) the Company shall treat the Relevant Intermediary as casting one (1) vote in favour of the Scheme if the Relevant Intermediary casts more votes for the Scheme than against the Scheme;
 - (ii) the Company shall treat the Relevant Intermediary as casting one (1) vote against the Scheme if the Relevant Intermediary casts more votes against the Scheme than for the Scheme; and
 - (iii) the Company shall treat the Relevant Intermediary as casting one (1) vote for and one (1) vote against the Scheme if the Relevant Intermediary casts equal votes for and against the Scheme.

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