

ANNEXURE F - MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any material contract which is not in the ordinary course of our Group's business within the Period Under Review and up to the date of this Prospectus:

- (i) Sale and purchase agreement dated 16 June 2023 between Dayang Gemilang as the purchaser and Saw Poh Enterprises Sdn Bhd as the vendor for the acquisition of Penang Land 1 for a cash consideration of RM56,119,093.10, which was completed on 26 January 2024.
- (ii) Sale and purchase agreement dated 16 June 2023 between Modal Cergas as the purchaser and Saw Poh Enterprises Sdn Bhd as the vendor for the acquisition of Penang Land 2 for a cash consideration of RM1,376,622.10, which was completed on 26 January 2024.
- (iii) Agreement dated 18 April 2024 between (1) Malaysia Pacific Corporation Berhad ("**MP Corp**"), Oriental Pearl City Properties Sdn Bhd ("**OPCP**"), Lakehill Resort Development Sdn Bhd ("**Lakehill**") and Taman Bandar Baru Masai Sdn Bhd ("**TBBM**") (collectively referred to as "**MP Corp Group**"); (2) Amanahraya Development Sdn Bhd ("**Amanahraya**"); and (3) Ekuiti Idaman, where MP Corp Group and Amanahraya agree to fully and finally settle all claims, disputes, debts and issues between MP Corp Group and Amanahraya ("**Six Parties Agreement**").

Settlement between Amanahraya and MP Corp Group

- (1) Pursuant to a joint venture between Amanahraya and OPCP in August 2008 ("**Amanahraya-OPCP JV**"), Amanahraya and OPCP agreed to use Lakehill as a vehicle company to jointly develop several pieces of land measuring approximately 638 acres in Mukim Plentong, Daerah Johor Bahru, Negeri Johor. The said lands of approximately 638 acres had been partially developed leaving only the Plentong Land and Plentong JV Land. The dispute between MP Corp Group and Amanahraya arisen when Amanahraya exercised a put option for OPCP to purchase Amanahraya's participation in the Amanahraya-OPCP JV and MP Corp Group failed to pay the put option price to Amanahraya. All parties have entered into the Six Parties Agreement wherein Amanahraya and MP Corp Group have respectively agreed to engage Ekuiti Idaman as the new developer and to resolve and settle all claims, disputes, issues and matters.
- (2) Amanahraya and MP Corp Group agree that Ekuiti Idaman's agreement to enter into the Six Parties Agreement, the sale and purchase agreement pertaining to Plentong Land and joint venture agreement pertaining to Plentong JV Land is a principal term for the settlement between Amanahraya and MP Corp Group. For the avoidance of doubt, Amanahraya does not have any rights or claims under the joint venture agreement in relation to the Plentong JV Land.
- (3) Pursuant to the Six Parties Agreement, MP Corp Group and Amanahraya agree to the following settlement mechanism:

(a) Sale of Plentong Land to Ekuiti Idaman

TBBM shall sell and transfer Plentong Land measuring in aggregate approximately 188.40 acres, currently registered under TBBM and charged to Amanahraya, to Ekuiti Idaman subject to the terms and conditions to be agreed upon in a sale and purchase agreement at the purchase price agreed upon between Amanahraya and Ekuiti Idaman which shall constitute the complete and full settlement of all debts and dues owed by MP Corp Group to Amanahraya.

For clarification, the difference between the land area of Plentong Land stated in the Six Parties Agreement (i.e. 188.40 acres) and that in **Section 1.5 of Annexure C** (i.e. 187.37 acres) is due to the acquisition of approximately 0.96 acres from two pieces of lands within the Plentong Land by the Johor State Government pursuant to the Land Acquisition Act 1960. The land acquisition is reflected in **Section 1.5 of Annexure C**, but is not reflected in the Six Parties Agreement as the land acquisition had not been completed when MP Corp Group, Amanahraya and Ekuiti Idaman entered into the Six Parties Agreement on 18 April 2024, prior to the issuance of the new titles for the two pieces of land in July 2024.

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(b) Joint venture development of Plentong JV Land

MP Corp Group shall appoint Ekuiti Idaman to develop the Plentong JV Land measuring in aggregate approximately 189.18 acres registered under TBBM on joint venture basis subject to the terms and conditions to be agreed upon between them in a joint venture agreement. Amanahraya, MP Corp Group and Ekuiti Idaman agree that the terms and conditions of the joint venture agreement for the Plentong JV Land shall be negotiated and decided solely between MP Corp Group and Ekuiti Idaman.

For clarification, the difference between the land area of Plentong JV Land stated in the Six Parties Agreement (i.e. 189.18 acres) and that in **Section 1.6 of Annexure C** (i.e. 189.21 acres) is due to rounding off.

For the avoidance of doubt, Ekuiti Idaman is not involved in any claims, disputes, debts and issues between MP Corp Group and Amanahraya, save for the engagement of Ekuiti Idaman as (i) the purchaser and developer of the Plentong Land; and (ii) the developer of the Plentong JV Land. The engagement of Ekuiti Idaman took place after the disputes between MP Corp Group and Amanahraya have arisen.

Pursuant to the Six Parties Agreement, on 18 April 2024, Amanahraya, TBBM and Ekuiti Idaman have entered into a sale and purchase agreement in relation to the Plentong Land stated in paragraph (iv) below, and MP Corp Group and Ekuiti Idaman have entered into a joint venture agreement in relation to the Plentong JV Land stated in paragraph (v) below.

- (iv) Conditional sale and purchase agreement dated 18 April 2024 between TBBM (registered owner of the Plentong Land), Amanahraya (chargor of the Plentong Land) and Ekuiti Idaman (purchaser) for the acquisition of the Plentong Land by Ekuiti Idaman for a cash consideration of RM110,000,000.00 ("**Purchase Price**"). Amanahraya agrees that the payment of the Purchase Price by Ekuiti Idaman in accordance with the sale and purchase agreement shall constitute a complete, full and final settlement between TBBM and Amanahraya. The sale and purchase agreement is expected to be completed in the first quarter of 2025. Please refer to **Section 1.5 of Annexure C** of this Prospectus for details of the Plentong Land.
- (v) Conditional joint venture agreement dated 18 April 2024 ("**JVA**") between Ekuiti Idaman and MP Corp Group as supplemented by the supplemental joint venture agreement dated 5 November 2024 between Ekuiti Idaman and MP Corp Group ("**Supplemental JVA**") whereby the parties agreed to develop the Plentong JV Land on a joint venture basis.

Ekuiti Idaman and MP Corp Group have entered into the Supplemental JVA to adjust the Original JVA Price (as defined below) by way of reduction to reflect the actual value of the lands held under HS(D) 636875 PTD 235739 (previously known as HS(D) 584344 PTD 235739) and HS(D) 636876 PTD 235741 (previously known as HS(D) 584345 PTD 235741), both in Mukim Plentong, Daerah Johor Bahru, Negeri Johor ('**Affected Lands**') in view of the changes to the category of land use, express conditions and restrictions in interest of the Affected Lands. The changes in the category of land use, express conditions and restrictions of interests for the Affected Lands are as follows:

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Based on the land searches dated 19 March 2024 and land titles dated 17 October 2018 of the Affected Lands

Category of land use: Building

Express conditions:

- (a) This land shall be used for commerce (transportation hub), built according to the plan approved by the relevant local authority.
- (b) All policies and conditions that have been set and enforced from time to time by the relevant authority shall be complied with.

Restrictions in interests:

- (a) Landowner is not allowed to offer or sell building units (parcels) that will be built on this land unless the building has begun to be built according to the plan approved by the relevant local authority.
- (b) Upon the change of ownership of the building parcels erected on this land to a Bumiputera / Bumiputera company, the building parcels shall not be sold, leased or transferred by any means to non-Bumiputera / non-Bumiputera company without the consent of the State Authority.
- (c) The building parcels erected on this land shall not be sold or transferred by any means to non-citizen / foreign company without the consent of the State Authority.

Basis of joint venture

The basis for the joint venture is as follows:

- (a) MP Corp Group engages Ekuiti Idaman to develop the Plentong JV Land in consideration of the JVA Price (as defined below) to be paid by Ekuiti Idaman to Lakehill;
- (b) upon Ekuiti Idaman obtaining new development order from the relevant authorities, the Plentong JV Land shall be properties belonging to Ekuiti Idaman, which Ekuiti Idaman is entitled to charge, create a lien over, pledge, sell, transfer, assign, deal with and dispose of as Ekuiti Idaman deems fit and all proceeds of sale and dealings shall belong to Ekuiti Idaman absolutely;

Based on the land searches dated 5 September 2024 and new land titles dated 13 October 2024 of the Affected Lands

Category of land use: Agriculture

Express conditions:

- (a) The land is categorised for oil palm purposes.
- (b) The ownership with agricultural category is for the purpose of block title registration that has been specified with its development components in the Serah Balik Kurnia Semula ("SBKS") approval, and is not referring to the actual agricultural land.
- (c) The SBKS approval for this land will be revoked upon:
 - (i) expiry of 5 years from the date of registration of the block title;
 - (ii) the owner transfers the ownership by any means including through any agreement or "Deed of Assignment".

Restrictions in interests:

- (a) The land contained in this title shall not be sold or transferred by any means to non-citizen / foreign company without the consent of the State Authority.
- (b) The development of this block title must be through the planning permission process and Serah Balik Kurnia Semula (SBKS), and not through the usual change of conditions (ubahsyarat) application.

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- (c) Ekuiti Idaman shall have the sole power, control and management of the development and construction of the development project on the Plentong JV Land including to decide on the number of phases of development, the selling prices for all types of properties to be developed on the Plentong JV Land and sold by Ekuiti Idaman and to decide on all matters for and incidental to the development project on the Plentong JV Land; and
- (d) upon the delivery of the duly executed and stamped Corporate Guarantee (as defined below) to MP Corp Group, Ekuiti Idaman shall be entitled to charge, pledge or create a lien over the Plentong JV Land to its financiers for the financing of the development projects on the Plentong JV Land.

The salient terms of the JVA as supplemented by the Supplemental JVA are as follows:

Consideration and mode of payment

- (1) In consideration of RM181,294,977.60 ("**Original JVA Price**") to be paid by Ekuiti Idaman to Lakehill, MP Corp Group has agreed to appoint Ekuiti Idaman as the developer to develop the Plentong JV Land upon the terms and conditions in the JVA.
- (2) In view of the variation of express conditions, category of land use and restrictions in interest for the Affected Lands, the Original JVA Price is reduced by RM14,000,000 ("**Adjusted Sum**") to RM167,294,977.60 ("**JVA Price**") to reflect the actual value of the Affected Lands. However, the JVA Price is not final and it is subject to adjustment, details of which are set out below in respect of the adjustments to the JVA Price.

The Adjusted Sum shall be deducted from the Original JVA Price over 9 years as follows:

Year	Amount
2026	RM1 million
2027	RM1 million
2028	RM1 million
2029	RM1 million
2030	RM2 million
2031	RM2 million
2032	RM2 million
2033	RM2 million
2034	RM2 million

- (3) Ekuiti Idaman is required to pay the JVA Price in the following manner:
 - (a) RM1,000,000 prior to the execution of the JVA ("**Earnest Deposit**");
 - (b) RM4,438,849.31 ("**Initial Deposit**") simultaneous with the execution of the JVA;
 - (c) RM12,690,648.40 payable within 3 business days from the day on which the last of the conditions precedent is fulfilled in accordance with the JVA; and

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- (d) subject to MP Corp Group's compliance with the JVA, the balance of the JVA Price ("**Balance JVA Price**") is payable by way of 10 yearly instalments below in cash or in kind (by way of delivery of completed buildings in the project on phase-to-phase basis) with the first instalment to commence on 31 December 2025 as follows:

<u>Year</u>	<u>Amount</u>
	RM
2025	16,316,547.99
2026	15,316,547.99
2027	15,316,547.99
2028	15,316,547.99
2029	15,316,547.99
2030	14,316,547.99
2031	14,316,547.99
2032	14,316,547.99
2033	14,316,547.99
2034	14,316,547.99

Adjustments to the JVA Price

- (1) The JVA Price is calculated based on the estimated area of the Plentong JV Land of 189.18 acres at the agreed rate of approximately RM20.30111 per sq. ft. The agreed rate shall remain constant.
- (2) The JVA Price is subject to the following adjustments:
 - (a) the actual area of the Plentong JV Land based on the re-survey of the Plentong JV Land ("**Land Survey**") and verification thereof by the professional consultants appointed by Ekuiti Idaman ("**Ekuiti Idaman's Consultants**"). Ekuiti Idaman has appointed professional consultants to re-survey the Plentong JV Land and it is pending finalisation;
 - (b) save for the Plentong Land held under Geran No. 293424, Lot No. 121218 and Geran No. 293428, Lot No. 121220, the actual area of the Plentong Land based on the re-survey of the Plentong Land and verification thereof by Ekuiti Idaman's Consultants. Ekuiti Idaman has appointed professional consultants to re-survey the Plentong Land and it is pending finalisation; and
 - (c) Ekuiti Idaman shall be entitled to deduct from the JVA Price all costs, contribution to the relevant authorities, expenses, fees, premium payable for the Plentong Land and the Plentong JV Land (collectively, "**Lands**") (if any), quit rent, assessments, penalties and all such payments that are necessary to be made by Ekuiti Idaman to render and make the JVA and the SPA to proceed to smooth completion.

Ekuiti Idaman may but is not obliged to, give loan or advance to MP Corp Group at such time and upon such terms and conditions to be agreed in writing between Ekuiti Idaman and MP Corp Group to procure the issuance of the original valid, effective and registrable issue document of title to the Lands in Ekuiti Idaman's name and in respect of other matters stated in the JVA which Ekuiti Idaman deems expedient ("**Ekuiti Idaman's Advance**"). The Ekuiti Idaman's Advance shall be deducted accordingly from the JVA Price.

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- (3) In the event the express conditions and category of land use of the Affected Lands are converted as follows, the JVA Price shall be adjusted as follows:
- (a) Upon Ekuiti Idaman's written request, TBBM and Lakehill shall apply or cause to be applied to the Registry of Land and Mines, Johor for the approval for (i) conversion of the express conditions of the Affected Lands to commercial use; and (ii) conversion of category of land use to building (collectively, "**Conversion**"). Ekuiti Idaman's written request to apply for the Conversion shall be made to MP Corp Group not later than 30 December 2030, failing which TBBM and/or Lakehill shall be entitled to apply for the Conversion and notify Ekuiti Idaman in writing of the application for the Conversion not later than 7 business days before submission of the application for Conversion to the Registry of Land and Mines, Johor. TBBM shall bear all fees and premiums arising from the Conversion.
 - (b) The JVA Price shall be reinstated to the Original JVA Price after:
 - (i) the approval for the Conversion has been obtained; and
 - (ii) TBBM has paid all costs, expenses, fees, contributions, conversion premium and all related expenses and charges, and the express conditions of the Affected Lands are duly converted to and endorsed with the express conditions for commercial use and category of land use for building.

Simultaneously with the compliance of subparagraphs (i) and (ii) above, TBBM and/or Lakehill shall notify Ekuiti Idaman of the said compliance in writing. All parties shall discuss and agree on the mode of payment of the Adjusted Sum within 30 days from the date of the written notice, failing which the Adjusted Sum shall be due and payable in full to Lakehill immediately on the date next after the expiration of 30 days period.

Conditions precedent

- (1) The JVA is conditional upon, amongst others, the following being fulfilled on or before the expiry of a period of 9 months from the date of the JVA with an automatic extension of 3 months therefrom ("**CP Compliance Period**") or such period as may be extended by the parties:
 - (a) MP Corp Group having delivered to Ekuiti Idaman's solicitors the duly executed valid and registrable memoranda of transfer of the Plentong JV Land and irrevocable powers of attorney to be granted by TBBM to Ekuiti Idaman for the purpose of giving effect to the JVA including a new power of attorney which will include the resultant converted, sub-divided, surrendered and/or re-alienated titles of the Plentong JV Land after a new development order has been granted by the relevant authorities to Ekuiti Idaman ("**TBBM PA to Ekuiti Idaman**");
 - (b) Ekuiti Idaman having delivered to its solicitors the duly executed corporate guarantee granted by SPBSB ("**Corporate Guarantee**"); and
 - (c) MP Corp Group having caused MP Corp's solicitors to release and deliver the original land titles of the Plentong JV Land to Ekuiti Idaman's solicitors simultaneous upon MP Corp's solicitors' receipt of the Corporate Guarantee.
- (2) The JVA shall become unconditional on the day of the last of conditions precedent is fulfilled. In the event any one of the conditions precedent under the JVA is not fulfilled by the expiry of the CP Compliance Period or the extension of time granted by Ekuiti Idaman, the Initial Deposit and the Earnest Deposit shall be refunded to Ekuiti Idaman, free of interest, within 3 business days of Ekuiti Idaman or Ekuiti Idaman solicitor's written notice.

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On 18 April 2024, TBBM executed the TBBM PA to Ekuiti Idaman which appoints Ekuiti Idaman as the attorney of TBBM to do, carry out and undertake on behalf of TBBM in relation to the Plentong JV Land including but not limited to the submission of applications to relevant authorities for the construction and development of the Plentong JV Land, creation of charge over the Plentong JV Land in favour of financial institutions as the security for repayment of loans and signing of sale and purchase agreements and memorandum of transfer with individual end purchasers.

The Corporate Guarantee is to guarantee the payment of the Balance JVA Price in the event Ekuiti Idaman fails to pay the Balance JVA Price to Lakehill in accordance with the JVA.

Obligations of Ekuiti Idaman

- (1) Subject to the JVA becoming unconditional and provided MP Corp Group shall perform its part in assisting Ekuiti Idaman with the new development application, Ekuiti Idaman shall:
 - (a) bear all cost, expenses and professional fees for the layout plans, building and technical plans and application for new development order for the development on Plentong JV Land;
 - (b) at its costs construct the buildings and infrastructure serving the development project on the Plentong JV Land; and
 - (c) at its own cost and expense obtain all insurance necessary for the construction and development of the project on the Plentong JV Land.

Obligations of MP Corp Group

- (1) MP Corp Group shall render all co-operation to Ekuiti Idaman to obtain the advertising permit and developer licence issued by the relevant authorities for housing development to be developed by Ekuiti Idaman on phase to phase basis and if applicable, to sign all applications and forms for the advertising permit and developer licence.
- (2) Lakehill shall, where required by Ekuiti Idaman, assist Ekuiti Idaman to prepare the application for the new development order for the Plentong Land and Plentong JV Land and to provide consultation and recommendation to Ekuiti Idaman in the communication with all relevant authorities pertaining to the development of the Plentong Land and Plentong JV Land.

Material breach by MP Corp Group

- (1) In the event that MP Corp Group commits a material breach of any term or condition of the JVA and fails to remedy the material breach within a period not exceeding 21 business days, Ekuiti Idaman is entitled to:
 - (a) enforce the JVA by effecting the registration of the memorandum of transfer of the Lands including the Plentong JV Land and/or enforce the TBBM PA to Ekuiti Idaman to register all titles including all resultant converted, sub-divided, surrendered and/or re-alienated titles of the Plentong JV Land in the name of Ekuiti Idaman or its nominee provided that Ekuiti Idaman's obligations to make payment of the Balance JVA Price shall remain and notwithstanding the transfer of the titles, payment shall be made by Ekuiti Idaman in accordance with provisions in paragraph 3(d) under **Consideration and mode of payment** above; and
 - (b) sue for all costs, expenses, professional fees, premiums paid to the authorities incurred by Ekuiti Idaman which Ekuiti Idaman would not have incurred but for the breach of the JVA by MP Corp Group but shall exclude damages for loss of profit from the development of the Plentong JV Land.

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Material breach by Ekuiti Idaman

- (1) In the event that Ekuiti Idaman fails, neglects or refuses to pay the Balance JVA Price in accordance with the terms of the JVA or within the extension of time not exceeding 21 business days granted by MP Corp Group ("**MP Corp Remedy Notice Period**"), MP Corp Group is entitled to require Ekuiti Idaman to make payment of the unpaid instalment of the Balance JVA Price with interest thereon at the rate of 6% per annum, calculated on daily basis, on the amount of the instalment which are due and unpaid commencing from the date next after payment is due until such time as the unpaid instalment amount is fully paid to MP Corp Group. In the event Ekuiti Idaman fails to make payment of the unpaid instalment of the Balance JVA Price together with interest within 6 months of expiry of MP Corp Remedy Notice Period, MP Corp Group is entitled to:
 - (a) require Ekuiti Idaman to make payment of all unpaid instalment of the JVA Price in full whereby the entire Balance JVA Price shall become due and upon payment of the Balance JVA Price in full, effect the registration of the memoranda of transfer of the Plentong JV Land in the name of Ekuiti Idaman or its nominee; and
 - (b) sue for all costs, expenses, professional fees incurred by MP Corp Group which MP Corp Group would not have incurred but for the breach of the JVA by Ekuiti Idaman (but shall exclude any damages for loss of profit and loss of opportunity from the development of the Plentong JV Land).

As at the LPD, the parties are in the midst of fulfilling the conditions precedent under the JVA. The transaction is expected to complete by the last quarter of 2035. Please refer to **Section 1.6 of Annexure C** of this Prospectus for details of the Plentong JV Land.

- (vi) TBBM PA to Ekuiti Idaman dated 18 April 2024 whereby TBBM appoints Ekuiti Idaman as the TBBM's attorney to carry out and undertake or cause to be carried out or undertaken the total and complete development of the Plentong JV Land upon the terms and conditions and for the consideration stated in the JVA.
- (vii) Share sale and purchase agreement dated 7 February 2024 between one of our Subsidiaries, SPBSB (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the acquisition of Rentas Dinamik representing 2.72% of the total issued share capital of Rentas Dinamik for a purchase consideration of RM1,248,236.47 wholly satisfied in cash.
- (viii) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the Acquisition of Dayang Gemilang for a purchase consideration of RM26,452,397.12 wholly satisfied by the issuance of 49,058,600 new Shares at an issue price of approximately RM0.54 per Share.
- (ix) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the Acquisition of Debunga Istimewa for a purchase consideration of RM1,021,622.24, wholly satisfied by the issuance of 1,894,700 new Shares at an issue price of approximately RM0.54 per Share.
- (x) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the Acquisition of Good Rate for a purchase consideration of RM3,917,719.36, wholly satisfied by the issuance of 7,265,800 new Shares at an issue price of approximately RM0.54 per Share.
- (xi) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap, Datin Loh, Datuk Jacky Yap and Datuk Sean Yap (as vendors) in respect of the Acquisition of Hektar Berlian for a purchase consideration of RM1,875,014.08, wholly satisfied by the issuance of 3,477,400 new Shares at an issue price of approximately RM0.54 per Share.

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- (xii) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the Acquisition of Jendela Hijau for a purchase consideration of RM107.84, wholly satisfied by the issuance of 200 new Shares at an issue price of approximately RM0.54 per Share.
- (xiii) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) in respect of the Acquisition of Laman Exotika for a purchase consideration of RM89,854,121.28, wholly satisfied by the issuance of 166,643,400 new Shares at an issue price of approximately RM0.54 per Share.
- (xiv) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap (as vendor) in respect of the Acquisition of Mantap Megajuta for a purchase consideration of RM7,457,836.96, wholly satisfied by the issuance of 13,831,300 new Shares at an issue price of approximately RM0.54 per Share.
- (xv) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) from Datuk Yap, Datuk Jacky Yap and Datuk Sean Yap (as vendors) in respect of the Acquisition of Naluri Wijaya for a purchase consideration of RM107.84, wholly satisfied by the issuance of 200 new Shares at an issue price of approximately RM0.54 per Share.
- (xvi) Conditional share sale and purchase agreement dated 8 August 2024 between SPB Development (as purchaser) and Datuk Yap, Datuk Jacky Yap and Datuk Sean Yap (as vendors) in respect of the Acquisition of Panglima Juara for a purchase consideration of RM6,546,211.52, wholly satisfied by the issuance of 12,140,600 new Shares at an issue price of approximately RM0.54 per Share.
- (xvii) Conditional share sale and purchase agreement dated 8 August 2024 in respect of the Acquisition of Setara Hijau by SPB Development (as purchaser) from Datuk Yap, Datuk Jacky Yap and Datuk Sean Yap (as vendors) for a purchase consideration of RM107.84, wholly satisfied by the issuance of 200 new Shares at an issue price of approximately RM0.54 per Share.
- (xviii) Conditional share sale and purchase agreement dated 8 August 2024 in respect of the Acquisition of SPBSB by SPB Development (as purchaser) and Datuk Yap and Datin Loh (as vendors) for a purchase consideration of RM260,210,694.72, wholly satisfied by the issuance of 482,586,600 new Shares at an issue price of approximately RM0.54 per Share.
- (xix) [Underwriting Agreement].

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