THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

You should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately if you have any doubt about the Offer (as defined herein).

If you have sold or transferred all your Offer Shares (as defined herein), you should hand this Offer Document and the accompanying Form of Acceptance and Transfer immediately to the person through whom you effected the sale or transfer for transmission to the purchaser or transferee.

Pursuant to subparagraph 11.02(3) of the Rules on Take-Overs, Mergers and Compulsory Acquisitions ("**Rules**"), Securities Commission Malaysia ("**SC**") has notified that it has no further comments on this Offer Document. However, such notification shall not be taken to suggest that the SC recommends the Offer or assumes responsibility for the correctness of any statements made or opinions or reports expressed in this Offer Document.

The SC takes no responsibility for the contents of this Offer Document, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Offer Document.

UNCONDITIONAL MANDATORY TAKE-OVER OFFER

BY

CCHPL HOLDINGS PTE LTD
(Registration No. 202637012N)
(Incorporated in Singapore)

("OFFEROR")

THROUGH

UOBKayHian

UOB KAY HIAN (M) SDN BHD
(Registration No. 199001003423 (194990-K))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

TO ACQUIRE

ALL THE REMAINING ORDINARY SHARES IN CYCLE & CARRIAGE BINTANG BERHAD ("CCB" OR THE "OFFEREE") NOT ALREADY HELD BY THE OFFEROR, PT CHANDRA ASRI PACIFIC TBK ("CHANDRA ASRI" OR THE "ULTIMATE OFFEROR") AND PERSONS ACTING IN CONCERT WITH THEM ("OFFER SHARES") FOR A CASH OFFER PRICE OF RM1.854 PER OFFER SHARE ("OFFER")

Acceptances in respect of the Offer must be received by 5.00 p.m. (Malaysian time) on Friday, 27 November 2026, being the closing date of the Offer ("First Closing Date"), or such later date(s) as will be announced by UOB Kay Hian (M) Sdn Bhd on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the closing date. Subject to the provisions of the Rules and the terms and conditions as set out in Section 2 and Appendix I of this Offer Document, the Offeror and Ultimate Offeror may revise or extend the date and time for the acceptance of the Offer beyond the First Closing Date. Notice(s) of such extension or revision will be announced and where required by the Rules, will be posted to you accordingly based on the postal address set out in the record of securities holders maintained by Bursa Malaysia Depository Sdn Bhd ("Bursa Depository") under the Rules of Bursa Depository.

You are advised to refer to **Sections 1 and 2 of Appendix II** of this Offer Document for the procedures to accept and the method of settlement of the Offer. The Form of Acceptance and Transfer is enclosed together with this Offer Document.

This Offer Document is dated 4 November 2026

DEFINITIONS

Except where the context otherwise requires or where otherwise defined herein, words and expressions defined in the Rules shall have the same meaning when used herein and the following definitions shall apply throughout this Offer Document and the accompanying Form of Acceptance and Transfer:-

"Accepting Holder"	:	Holder who accepts the Offer in accordance with the terms and conditions set out in this Offer Document, including any revision thereof
"Acquisition"	:	The acquisition by CCHPL of the Sale Assets from JMSEA for an indicative consolidated signing amount of SGD400 million, which has been completed on 15 October 2026
"Act"	:	Companies Act 2016
"ADA"	:	Authorised Depository Agent as defined in the Rules of Bursa Depository
"Adjusted Equity Value"	:	The equity value of the CCM Entities and CCS Entities, after factoring in working capital, debt and cash adjustments
"ADM"	:	Authorised Direct Member as defined in the Rules of Bursa Depository
"Board"	:	The Board of Directors of CCB
"Bursa Depository"	:	Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
"Bursa Depository Transfer Form"	:	Bursa Depository Transfer of Securities Request Form (FTF010)
"Bursa Securities"	:	Bursa Malaysia Securities Berhad (200301033577 (635998-W))
"CCB" or the "Offeree"	:	Cycle & Carriage Bintang Berhad (196701000428 (7378-D))
"CCB Group" or the "Group"	:	Collectively, CCB and its subsidiaries
"CCB Share(s)" or "Share(s)"	:	Ordinary share(s) in CCB
"CCHPL" or the "Offeror"	:	CCHPL Holdings Pte Ltd (202637012N), being the Offeror for the Offer
"CCI"	:	Cycle & Carriage Industries Pte Limited (196400367W)
"CCM Entities"	:	Cycle & Carriage Malaysia Holdings Sdn Bhd (202301017021 (1510943-H)) and CCB, collectively
"CCS Entities"	:	Cycle & Carriage Automotive Pte Limited, Diplomat Parts Pte Limited, CCI, Cycle & Carriage Kia Pte Ltd, Cycle & Carriage France Pte Limited, Cycle & Carriage Leasing Pte Ltd, Cycle & Carriage Ventures Pte Ltd, Cycle & Carriage Engineering Pte Ltd, Cycle & Carriage 2-Wheeler Pte Ltd and Republic Auto Pte Ltd, collectively
"CDS"	:	The central depository system maintained and operated by Bursa Depository
"Chandra Asri" or the "Ultimate Offeror"	:	PT Chandra Asri Pacific Tbk (8120011061265), being the Ultimate Offeror for the Offer
"Chandra Asri Trading"	:	Chandra Asri Trading Company Pte Ltd (200919215M)

"Closing Date"	:	(i) First Closing Date; or (ii) in the event the Offer is revised or extended in accordance with the Rules and the terms and conditions as set out in **Section 2 and Appendix I** of this Offer Document, such other revised or extended closing date as the Offeror and Ultimate Offeror may decide and as will be announced by UOBKH on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the closing date. Where required by the Rules, the notice(s) of such revision or extension will be posted to Holders accordingly
"CMSA"	:	Capital Markets and Services Act 2007
"Dissenting Holder(s)"	:	Any Holder who does not accept the Offer and/ or any Holder who has failed or refused to transfer the Offer Shares to the Offeror and Ultimate Offeror in accordance with the terms and conditions as set out in this Offer Document
"Distribution(s)"	:	Any dividends and/ or other distributions of any nature whatsoever declared, made and/ or paid by CCB to its respective shareholders on or after the date of the Notice but prior to the Closing Date
"EPS"/ "(LPS)"	:	Earnings per share/ (Loss) per share
"EV"	:	Enterprise value
"Final Acquisition Consideration"	:	The final purchase consideration payable for the Sale Assets which will be determined through computing the Adjusted Equity Value
"First Closing Date"	:	5.00 p.m. (Malaysian time) on Friday, 27 November 2026, being at least 21 days from the Posting Date
"Form of Acceptance and Transfer"	:	The form of acceptance and transfer for the Offer Shares, enclosed with this Offer Document
"FPE"	:	Financial period ended
"FYE"	:	Financial year ended
"Holder(s)"	:	Holder(s) (including any custodian, nominee and trustee) of the Offer Shares
"IDR"	:	Indonesian Rupiah
"Independent Advice Circular"	:	The independent advice circular to be issued by the Independent Adviser to the Holders in relation to the Offer
"Independent Adviser" or "Affin Hwang"	:	Affin Hwang Investment Bank Berhad (197301000792 (14389-U)) being the independent adviser appointed by the Board in accordance with paragraph 3.06 of the Rules to advise the directors of CCB and the Holders in relation to the Offer
"JMSEA"	:	Jardine Matheson Southeast Asia Limited (formerly known as Jardine Cycle & Carriage Limited) (196900092R)
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities
"LPD"	:	29 October 2026, being the latest practicable date of this Offer Document
"Market Day(s)"	:	Any day on which Bursa Securities is open for trading of securities

"NA"	:	Net assets attributable to the owners of the company
"Non-Resident Holder(s)"	:	Holder(s) (including without limitation, any custodian, nominee and trustee) who is a citizen or national of, or resident in, or has registered addresses in jurisdictions outside Malaysia, or is incorporated or registered with, or approved by any authority outside Malaysia, or non-resident within the definition prescribed under the Financial Services Act 2013, or who have not provided an address in Malaysia for the service of this Offer Document
"Notice"	:	Notice of the Offer dated 14 October 2026 issued by UOBKH on behalf of the Offeror, and served on the Board
"Notice LTD"	:	13 October 2026, being the last trading day prior to the date of the Notice
"Notice to Dissenting Holders"	:	Notice in the manner prescribed under the Rules of the rights exercisable by the Dissenting Holders under subsection 223(1) of the CMSA
"Offer"	:	The unconditional mandatory take-over offer by the Offeror, through UOBKH, to acquire all the Offer Shares at the Offer Price in accordance with the terms and conditions set out in **Section 2 and Appendix I** of this Offer Document, including any revision thereof
"Offer Document"	:	This document dated 4 November 2026, which sets out the details, terms and conditions of the Offer, together with the Form of Acceptance and Transfer enclosed herein
"Offer Period"	:	The period commencing 21 August 2026, being the date that the SAPA was signed, and expiring on the earlier of:- (i) the Closing Date; or (ii) the date on which the Offer lapses or is withdrawn with the written consent of the SC
"Offer Price"	:	Cash consideration for the Offer Shares, being **RM1.854** per Offer Share, subject to any adjustment, where applicable, in the manner set out in **Section 2.1** of this Offer Document.
"Offer Share(s)"	:	All the remaining 2,874,953 CCB Shares (representing approximately 2.85% equity interest in CCB) not already owned by the Offeror, Ultimate Offeror and PAC(s)
"Official List"	:	A list specifying all securities listed on the Main Market of Bursa Securities
"PAC(s)"	:	Person or persons acting in concert with the Offeror and the Ultimate Offeror for the Offer in accordance with subsection 216(2) of the CMSA and/ or persons presumed to be acting in concert under subsection 216(3) of the CMSA. As at the LPD, there are no PAC(s) who hold CCB Shares directly
"PAT"/ "(LAT)"	:	Profit/ (loss) after taxation
"PATMI"/ "(LATMI)"	:	Profit/ (loss) after taxation attributable to owners of the company
"PBR"	:	Price-to-book ratio
"PBT"/ "(LBT)"	:	Profit/ (Loss) before taxation

"PER"	:	Price-to-earnings ratio
"Posting Date"	:	4 November 2026, being the date of posting of this Offer Document
"PPA"	:	Purchase price allocation
"Registrar"	:	Vistra Investor & Issuing House Services Sdn Bhd (197101000970 (11324-H)), to whom acceptances of the Offer should be forwarded, whose address, email address and contact number are set out in **Section 1.9 of Appendix II** of this Offer Document, acting as the registrar for the Offer
"Relevant Day"	:	The Market Day following the day on which the Offer is closed, or is revised or extended, as the case may be
"Restricted Jurisdiction"	:	Any jurisdiction where the extension or acceptance of the Offer or where sending or making available information concerning the Offer to the Holders in such jurisdiction would or might be in contravention of local laws or regulations in that jurisdiction
"RM" and "sen"	:	Ringgit Malaysia and sen, respectively
"Rules"	:	Rules on Take-Overs, Mergers and Compulsory Acquisitions as issued by the SC
"Rules of Bursa Depository"	:	The Rules of Bursa Depository as issued under the SICDA
"Sale Assets"	:	(i) 97,869,547 CCB Shares, representing 97.15% equity interest in CCB, being the entire shareholding that JMSEA holds;

(ii) 72,121,000 ordinary shares, representing 100.00% equity interest in Cycle & Carriage Malaysia Holdings Sdn Bhd, being the entire equity interest that JMSEA holds;

(iii) the entire equity interest that JMSEA holds in the CCS Entities, as follows:-

Name	**No of Shares**
Cycle & Carriage Automotive Pte Limited	1,000,000 ordinary shares (100.00% equity interest)
Diplomat Parts Pte Limited	2,000,000 ordinary shares (100.00% equity interest)
CCI	4,931,188 ordinary shares (100.00% equity interest)
Cycle & Carriage Kia Pte Ltd	1,000,000 ordinary shares (100.00% equity interest)
Cycle & Carriage France Pte Limited	1,000,000 ordinary shares (100.00% equity interest)
Cycle & Carriage Leasing Pte Ltd	11,000,000 ordinary shares (100.00% equity interest)
Cycle & Carriage Ventures Pte Ltd	4,581,481 ordinary shares (100.00% equity interest)
Cycle & Carriage Engineering Pte Ltd	5,000,000 ordinary shares (100.00% equity interest)
Cycle & Carriage 2-Wheeler Pte Ltd	3,000,000 ordinary shares (100.00% equity interest)
Republic Auto Pte Ltd	1,000,000 ordinary shares (100.00% equity interest)

; and

		(iv) indirectly through CCI, all the Cycle & Carriage trademarks, associated marks and taglines used by the CCM Entities in Malaysia, the CCS Entities in Singapore, and Cycle & Carriage Automobile Alliance Company Limited's and Cycle & Carriage Automobile Myanmar Company Limited's businesses in Myanmar.
"SAPA"	:	Share and asset purchase agreement dated 21 August 2026 entered into between the Offeror, as the purchaser, Chandra Asri Trading, as the guarantor and JMSEA, as the seller pursuant to the Acquisition
"SAPA Completion Date"	:	The completion date of the SAPA, being 15 October 2026
"SAPA Signing Amount"	:	Indicative consolidated signing amount of SGD400 million (equivalent to RM1.28 billion based on the exchange rate of RM3.19: SGD1.00) for the acquisition of the Sale Assets
"SC"	:	Securities Commission Malaysia
"SGD"	:	Singapore Dollar
"SICDA"	:	Securities Industry (Central Depositories) Act 1991
"USD"	:	United States Dollar
"UOBKH" or the "Principal Adviser"	:	UOB Kay Hian (M) Sdn Bhd (199001003423 (194990-K)), being the Principal Adviser to the Offeror for the Offer
"Valid Acceptance(s)"	:	The acceptance(s) of the Offer by Holder(s) in accordance with the terms and conditions as set out in **Section 2 and Appendix I** of this Offer Document, which is deemed by the Offeror and Ultimate Offeror to be valid and complete in all respects
"VWAP"	:	Volume weighted average market price

Words denoting the singular shall, where applicable, include the plural and *vice versa*. Words denoting the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. Any reference to persons shall include corporations, unless otherwise specified.

Any reference to a time of a day in this Offer Document shall be a reference to Malaysian time, unless otherwise specified. If any period of time is specified from a day, or the day of an act or event, it is to be calculated exclusive of that day. Where a period specified in the Rules which appears in this Offer Document ends on a day which is not a Market Day, the period is extended until the next Market Day.

All references to "you" or "Holder(s)" in this Offer Document are to the holder(s) of the Offer Shares, being the person to whom this Offer is being made. Any discrepancies in the tables included in this Offer Document between the amounts listed, actual figures and the totals thereof are due to rounding.

All references to provisions of a statute, rule, regulation, enactment or rule of stock exchange, where the context requires, are to be construed as references to the provisions of such statute, rule, regulation, enactment or rule of stock exchange (as the case may be) as modified by any written law or (if applicable) amendment or re-enactment to the statute, rule, regulation, enactment or rule of stock exchange for the time being in force. The Rules must be read together with the Malaysian Code on Take-overs and Mergers 2016 and any rulings issued by the SC pursuant to section 217 of the CMSA.

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UOBKayHian

Serious about investing

4 November 2026

Registered office of
CCHPL HOLDINGS PTE LTD
460 Alexandra Road
#07-01, MTower
Singapore 119963

Registered office of
UOB KAY HIAN (M) SDN BHD
Suite 19.03, 19th Floor
Menara Keck Seng, 203 Jalan Bukit Bintang
55100 Kuala Lumpur

To: The Holders

Dear Sir/ Madam,

UNCONDITIONAL MANDATORY TAKE-OVER OFFER BY THE OFFEROR THROUGH UOBKH TO ACQUIRE ALL THE OFFER SHARES NOT ALREADY HELD BY THE OFFEROR, ULTIMATE OFFEROR AND PAC(S) FOR THE OFFER PRICE

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1. INTRODUCTION

1.1 On 21 August 2026, CCHPL, as the purchaser, and Chandra Asri Trading, as the guarantor, entered into the SAPA with JMSEA, as the seller, for the acquisition of the Sale Assets.

1.2 Based on the SAPA:-

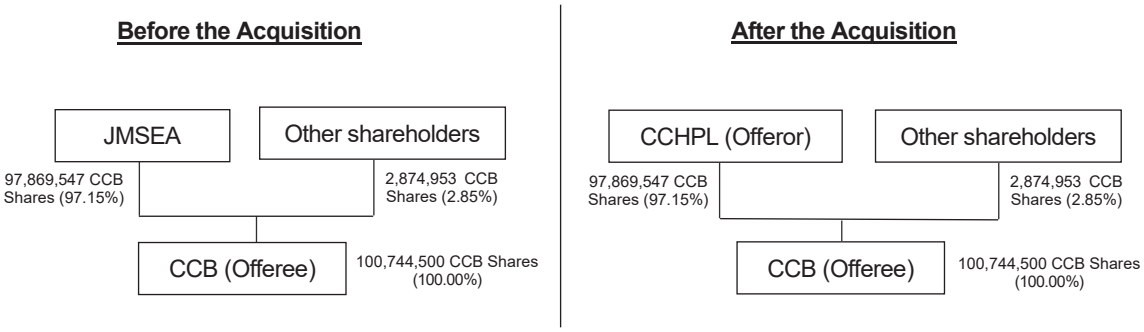
i. the Offeror is acquiring the Sale Assets from JMSEA for the SAPA Signing Amount of SGD400 million (equivalent to RM1.28 billion based on the exchange rate of RM3.19: SGD1.00). However, the actual purchase consideration for the Sale Assets is indicative as at the LPD, and is subject to finalisation based on adjustments to be determined through the SAPA adjustment mechanism as set out in **Section 2.1** of this Offer Document; and

ii. as soon as reasonably practicable after the satisfaction or waiver of all conditions precedent of the SAPA, the Purchaser, namely CCHPL, shall undertake a mandatory take-over offer of the remaining shares in the issued share capital of CCB in accordance with the Rules and the CMSA.

1.3 As at 14 October 2026, the conditions precedent of the SAPA have been fulfilled and consequentially, the SAPA has become unconditional on even date. Pursuant to subsection 218(2) of the CMSA and subparagraph 4.01(a) of the Rules, the Offeror was then obliged to extend an unconditional mandatory take-over offer to acquire all the Offer Shares.

Accordingly, on 14 October 2026, UOBKH had, on behalf of the Offeror, served the Notice on the Board in accordance with subparagraph 9.10(1)(b)(i) of the Rules to notify the Board of the Offeror's obligation to undertake the Offer. On even date, the Board announced the receipt of the Notice, and a copy of the Notice was despatched to the Holders on 16 October 2026.

1.4 Prior to the Acquisition, the Offeror and Chandra Asri, being the Ultimate Offeror, did not hold any CCB Shares. Upon completion of the Acquisition, the shareholding of the Offeror in CCB increased from nil to 97,869,547 CCB Shares, representing 97.15% equity interest in CCB. Please refer to the diagrams below for the relevant shareholding structure of the Offeree before and after the Acquisition.



The Acquisition was completed on 15 October 2026 and the 97,869,547 CCB Shares, representing 97.15% equity interest in CCB, were transferred to the Offeror on even date. On even date, the Offeror had paid SGD357.59 million (equivalent to RM1.14 billion based on the exchange rate of RM3.19: SGD1.00) being a tentative purchase consideration to JMSEA. Subject to the determination of the Final Acquisition Consideration as set out in **Section 2.1** of this Offer Document, the Offeror will pay to JMSEA the excess amount if the SGD357.59 million is lower than the Final Acquisition Consideration. If the Final Acquisition Consideration is lower than SGD357.59 million, JMSEA will return the excess amount to the Offeror.

1.5 For clarification purposes, the Offeror is an indirect wholly-owned subsidiary of Chandra Asri, a public company listed on the Indonesia Stock Exchange, by virtue of the shareholding structure illustrated below:-



For clarity, other than through the Offeror, CCIPL International Pte Ltd and Chandra Asri Trading do not directly hold any CCB Shares as at the LPD.

1.6 As at the LPD, CCB has a total of 100,744,500 issued CCB Shares, and CCB does not retain any treasury shares.

1.7 As at the LPD, there are no PAC(s) in relation to the Offer (pursuant to subsections 216(2) and 216(3) of the CMSA), who hold CCB Shares directly.

1.8 The Offer is unconditional as the Offeror, Ultimate Offeror and PAC(s) hold more than 50% of the voting shares or voting rights of the Offeree following the completion of the Acquisition.

1.9 As at the LPD, the Offeror, Ultimate Offeror and PAC(s) have not and will not enter into any arrangement or agreement between them and JMSEA that have favourable conditions which are not extended to all Holders either during the Offer Period or when the Offer is reasonably in contemplation or for 6 months after the Closing Date that would lead to any favourable deal, pursuant to Rule 18 of the Rules. Additionally, as at the LPD, the Offeror, Ultimate Offeror and PAC(s) have not received any irrevocable undertaking from any Holder to accept or reject the Offer. As at the LPD, there is also no existing or proposed agreement, arrangement or understanding in relation to all Shares in the Offeree between the Offeror, Ultimate Offeror or PAC(s) with any of the Holders. Save for the Acquisition, the Offeror, Ultimate Offeror and PAC(s) have not acquired any CCB Shares from the date of the Notice up to the LPD.

1.10 The shareholdings of the Offeror and Ultimate Offeror in CCB as at the LPD are as follows:-

	CCB Shares			
	Direct		Indirect	
Name	**No. of Shares**	**%*1**	**No. of Shares**	**%*1**
Offeror				
CCHPL	97,869,547	97.15	-	-
Ultimate Offeror				
Chandra Asri	-	-	97,869,547*2	97.15

Notes:-

*1 *Computed based on 100,744,500 CCB Shares in issue as at the LPD.*

*2 *Deemed interested by virtue of its indirect shareholdings in CCHPL. CCHPL is wholly owned by CCIPL International Pte Ltd, which is wholly-owned by Chandra Asri Trading, which is wholly-owned by Chandra Asri.*

Further details of the Offeror and Ultimate Offeror are set out in **Section 7, Appendix III and Appendix IV** of this Offer Document.

1.11 On 20 October 2026, and in accordance with paragraph 3.06 of the Rules, the Board had announced that Affin Hwang has been appointed as the Independent Adviser to provide its comments, opinions, information and recommendation on the Offer to the Directors and the Holders.

1.12 The SC had, vide its letter dated 2 November 2026, notified that it has no further comments on this Offer Document pursuant to subparagraph 11.02(3) of the Rules. However, such notification shall not be taken to suggest that the SC recommends the Offer or assumes responsibility for the correctness of any statements made or opinions or reports expressed in this Offer Document.

1.13 The indicative timetable for the Offer is set out below:-

Event	**Date*1**
Notice served on Board	Wednesday, 14 October 2026
Posting of the Offer Document	Wednesday, 4 November 2026
Last day for issuance of the Independent Advice Circular	Monday, 16 November 2026*2
Closing Date*3	Friday, 27 November 2026

Notes:-

*1 *The above timeline is subject to such extension or revision as may be approved or required by the SC.*

*2 *As the last day for the Independent Adviser to issue the Independent Advice Circular falls on a non-Market Day (i.e. Saturday, 14 November 2026), such period shall be extended until the next Market Day, being Monday, 16 November 2026, in accordance with paragraph 2.02 of the Rules.*

*[*3]* *The Offer will remain open for acceptance for a period of at least 21 days from the Posting Date, i.e. until 5.00 p.m. on the First Closing Date, unless the Offeror and Ultimate Offeror revise or extend the Offer in accordance with the Rules and the terms and conditions set out in **Section 2 and Appendix I** of this Offer Document, in which event an announcement will be made on the SC's website at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents** on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the Closing Date. Notice(s) of such revision or extension will be announced and where required by the Rules, will be posted to the Holders accordingly.*

This Offer Document seeks to extend a formal offer by the Offeror through UOBKH to acquire your Offer Shares, subject to the terms and conditions as set out in Section 2 and Appendix I of this Offer Document.

You are advised to read carefully this Offer Document and the Independent Advice Circular, which will be despatched to you within 10 days from the date of this Offer Document. You should consider the recommendation of the Independent Adviser carefully before making any decision regarding the Offer.

You should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately if you have any doubt about the Offer.

If you wish to accept the Offer, you should complete and sign the accompanying Form of Acceptance and Transfer according to the instructions contained therein. Please refer to Appendix II of this Offer Document for the procedures for acceptance and method of settlement of the Offer. Special instructions for Non-Resident Holders on accepting the Offer are set out in Section 3, Appendix II of this Offer Document. If you have any enquiries, you may contact the Registrar for assistance, of which the Registrar's details are set out in Section 1.9 of Appendix II of this Offer Document.

You do not need to take any action if you decide not to accept the Offer.

2. TERMS AND CONDITIONS OF THE OFFER

The terms and conditions of the Offer, unless otherwise directed or permitted to be varied by the SC, are as follows:-

2.1 Consideration for the Offer

Accepting Holders shall be paid **RM1.854** per Offer Share, which shall be satisfied wholly in cash, in accordance with the terms set out in **Section 2.4** of this Offer Document.

Notwithstanding the above, if CCB declares and/ or pays any Distributions in favour of its shareholders whereby the entitlement date for such Distributions is on or after the date of the Notice but prior to the Closing Date and the Holder is entitled to retain such Distributions, the Offeror will reduce the amount of the Offer Price by the quantum of the Distributions per Offer Share that such Holder is entitled to retain. For avoidance of doubt, no adjustment shall be made to the Offer Price in the event that the entitlement date for the Distributions is after the Closing Date.

As at the LPD, the Offeror is not aware of any Distribution which has been declared by the Offeree that is payable on or after the date of the Notice but before the Posting Date. Holders may accept the Offer in respect of all or part of their Offer Shares. Fractions of a sen will not be paid to the Accepting Holders and cash consideration payable in respect of the Valid Acceptance of the Offer will be rounded down to the nearest whole sen. Holders may not accept the Offer in excess of their respective holdings of the Offer Shares.

Offer Price

The Offer Price of **RM1.854** is the price at which the Offeror and Ultimate Offeror are willing to acquire the Offer Shares, taking into consideration the absence of liquidity in CCB Shares given that CCB Shares are not traded on the open market of Bursa Securities, as an unlisted public company. In addition, there are no separate legal agreements or contractual terms which attribute or specify the final purchase consideration for each component of the Sale Assets, including the CCB Shares (being the subject matter of this Offer) pursuant to the Acquisition. As such, the Offeror has based the Offer Price equivalent to the value of the NA per Share of CCB based on the latest unaudited consolidated statement of financial position of CCB available to the Offeror as at 30 September 2026, wherein the NA is RM186.75 million, translating to an NA per Share of RM1.854.

In determining the Offer Price, the Offeror has also taken into consideration the price to be paid for each CCB Share pursuant to the Acquisition. As set out in **Section 1.2** of this Offer Document, the SAPA Signing Amount of SGD400 million does not represent the final purchase consideration payable for the Sale Assets. Rather, the SAPA provides that the Final Acquisition Consideration will be determined through computing the Adjusted Equity Value. The Adjusted Equity Value is to be computed by the Offeror based on the unaudited combined balance sheet of the CCM Entities and CCS Entities as at the SAPA Completion Date, and to be furnished to JMSEA no later than 45 business days after the SAPA Completion Date. The Final Acquisition Consideration shall become binding if JMSEA does not object to the equity value adjustments within 20 business days from such information being furnished to JMSEA.

In computing the Adjusted Equity Value, the Offeror will undertake a PPA in order to ascertain the consideration paid for each of the component of the Sale Assets. Based on the PPA, the Offeror will be able to determine the actual purchase price allocated for each component of the Sale Assets, including the CCB Shares. For clarity, the Offeror has computed the PPA attributable to the 97.15% equity interest in CCB Shares by reference to the latest available unaudited combined balance sheet of the CCM Entities and CCS Entities as at 30 September 2026. In the PPA computation, an EV of approximately SGD23.6 million (equivalent to RM75.28 million based on the exchange rate of RM3.19: SGD1.00) was accorded to the 97.15% equity interest in CCB which represents the value attributed to CCB's underlying business operations before taking into account the relevant working capital, debt and cash adjustments attributable to CCB as at 30 September 2026. To derive the equity value attributable to CCB, the EV was adjusted for the aforesaid relevant working capital, debt and cash adjustments, together with intercompany adjustment, computed in the following manner:-

As at 30 September 2026	**SGD'million**
EV attributable to the 97.15% equity interest in CCB	23.6
Add: Cash	4.8
Less: Indebtedness (including bank overdrafts)	(1.0)
Add: Working capital adjustment	3.0
Equity value	**30.3**
Less: Intercompany adjustment	(0.8)
Equity value after intercompany adjustment	**29.5**
Less: Proportionate share of negative equity values of other entities in the Sale Assets[*1]	(4.0)
Adjusted Equity Value attributable to the 97.15% equity interest in CCB	**25.5**

Note:-

[1] As part of the PPA exercise, the Sale Assets comprising entities with negative equity values were accorded a nominal value of SGD1.00 each. For the purposes of allocating the purchase consideration among the Sale Assets, the corresponding negative equity values were proportionately allocated to the Sale Assets comprising entities with positive equity values based on their respective equity values after intercompany adjustments.

Accordingly, the resultant Adjusted Equity Value attributable to 97.15% equity interest in CCB amounts to approximately SGD25.5 million (equivalent to RM81.35 million based on the exchange rate of RM3.19: SGD1.00). On a per CCB Share basis, by dividing the Adjusted Equity Value against the 97.15% equity interest in CCB, the purchase price allocated to each CCB Share is RM0.8312 (equivalent to SGD0.2606, based on the exchange rate of RM3.19: SGD1.00). This however is only an illustrative figure as the actual purchase price per CCB Share will only be determined after the Final Acquisition Consideration can be determined. As such, the actual purchase price per CCB Share will only be determinable after the Final Acquisition Consideration is fixed.

Notwithstanding the above, the Offeror has based the Offer Price on the NA per Share of CCB, which accords shareholders of CCB with added certainty and visibility on the basis for determining the Offer Price. In determining the Offer Price, the Offeror and Ultimate Offeror confirm that they will observe the relevant requirements of the Rules, particularly paragraph 6.03(1) of the Rules. Within the parameters of **Section 4(b) of Appendix I** of this Offer Document, the Offeror and Ultimate Offeror confirm that they will revise the Offer Price in the event the Final Acquisition Consideration results in the actual price paid per CCB Share pursuant to the Acquisition being higher than the Offer Price. The Offeror and Ultimate Offeror have taken note that based on the financials of CCB as at 30 September 2026, the NA per Share of CCB, being RM1.854 is at a premium of RM1.0228 or 123.05% to the illustrative purchase price per CCB Share based on the PPA. Given the significant premium, the Offeror and Ultimate Offeror opine that based on current computations, the actual price paid per CCB Share, determined once the Final Acquisition Consideration becomes binding, will not exceed the Offer Price.

For clarity, save for the Acquisition, the Offeror, Ultimate Offeror and PACs have not dealt in CCB Shares during the period commencing 6 months prior to the commencement of the offer period.

2.2 Conditions of the Offer

The Offer is **not conditional** upon any minimum level of acceptances of Offer Shares as the Offeror, Ultimate Offeror and PAC(s) hold more than 50% of the voting shares or voting rights of the Offeree following the completion of the Acquisition.

2.3 Duration of the Offer

The Offer will remain open for acceptances until **5.00 p.m. (Malaysian time) on Friday, 27 November 2026**, being the First Closing Date, unless extended or revised by the Offeror and Ultimate Offeror in accordance with the Rules and the terms and conditions as set out in **Section 2 and Appendix I** of this Offer Document. Any extension or revision of the date and time for acceptance of the Offer by the Offeror and Ultimate Offeror will be announced by UOBKH, on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the Closing Date. Such announcement will be made on the SC's website at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents** and will state the next closing date of the Offer. Where required by the Rules, notice(s) of such revision or extension will be posted to the Holders accordingly.

Please refer to **Section 4 of Appendix I** of this Offer Document for further details on the duration of the Offer.

2.4 Method of settlement

Except with the consent of the SC, which would only be granted in certain circumstances in which all Holders are to be treated similarly, and save for the Offeror's and the Ultimate Offeror's right to reduce the Offer Price as set out in **Section 2.1** of this Offer Document, settlement of the cash consideration to which any Accepting Holder is entitled under the Offer shall be implemented in full, in accordance with the terms and conditions as set out in **Section 2 and Appendix I** of this Offer Document, without regard to any lien, right of set-off, counter-claim or other analogous rights to which the Offeror and Ultimate Offeror may otherwise be, or claim to be, entitled against an Accepting Holder. This, however, is without prejudice to the Offeror's and the Ultimate Offeror's right to make any claim against the Accepting Holder after such full settlement in respect of a breach of any of the warranties as set out in **Section 3, Appendix I** of this Offer Document.

The settlement of the consideration for the Offer Shares, in respect of Valid Acceptance, will be effected via:-

(i) remittance into the Accepting Holders' bank account, if the Accepting Holders have registered their bank account with Bursa Depository for the purposes of cash dividend/ distribution. Accepting Holders are encouraged to register and/ or update their bank account details with Bursa Depository in order to receive the consideration for the Offer Shares in their bank accounts; or

(ii) otherwise, if the Accepting Holders have not registered such details with Bursa Depository prior to the date of complete and Valid Acceptances by the Accepting Holders in accordance with the terms and conditions set out in this Offer Document, remittance in the form of cheque(s), banker's draft(s) and/ or cashier's order(s) which will be posted by ordinary mail to the Accepting Holders (or their designated agents, as they may direct) at their registered Malaysian addresses last maintained with Bursa Depository, at their own risk,

within 10 days from the date of the Valid Acceptance.

This is provided that all such acceptances are deemed by the Offeror to be valid and complete in all respects in accordance with the terms and conditions as set out in **Section 2 and Appendix I** of this Offer Document.

Non-Resident Holders are advised that settlement for acceptance will be made in RM. Non-Resident Holder(s) who wish to convert their consideration into foreign currency for repatriation may do so after payment of the appropriate fees and/ or charges levied by the respective financial institutions.

Please refer to **Appendix I** of this Offer Document for the other terms and conditions of the Offer and **Appendix II** of this Offer Document for the details on the procedures for acceptance and method of settlement of the Offer. All enquiries concerning the procedures for acceptance of the Offer can be addressed to the Registrar at the address, email address or contact numbers stated in **Section 1.9 of Appendix II** of this Offer Document.

3. RATIONALE FOR THE OFFER

The Offer is undertaken by the Offeror as a mandatory obligation pursuant to subsection 218(2) of the CMSA and subparagraph 4.01(a) of the Rules, as a consequence of the Acquisition, whereby the shareholding of the Offeror in CCB has increased from nil to 97,869,547 Shares, representing approximately 97.15% equity interest in CCB.

The Acquisition accords an opportunity for the Offeror and Ultimate Offeror to acquire a controlling equity interest in CCB and represents part of the Ultimate Offeror's regional expansion and long-term strategy to build an integrated platform across the energy and chemicals, integrated infrastructure and mobility solutions in Southeast Asia. Broadly, the Ultimate Offeror's key business segments include:-

- **Mobility** – Own and operates a brand of retail fuel stations across Singapore, as well as a commercial and industrial vehicle retail platform serving commercial and industry mobility needs. The Sale Assets have been purchased to expand the Ultimate Offeror's mobility segment.

- **Infrastructure** – comprises (i) logistic division with gas and chemical vessels, subsea pipelines, trucks and warehouses; (ii) port & storage division with jetties, buoy mooring and tank storage; (iii) power & water division with powerplant and water treatment plants.

- **Chemicals** – ownership of an ethylene cracking complex, downstream chemical complex and a chlor-alkali & ethylene dichloride plant.

- **Energy** – ownership of an offshore crude oil and petrochemical processing refinery and a condensate splitter unit.

The Cycle & Carriage brand has an established presence in the automotive industry in Southeast Asia and represents various leading global automotive brands across the region. Accordingly, the Acquisition provides a strategic platform for the Ultimate Offeror (through the Offeror as its SPV) to expand its reach and presence in the mobility value chain by enabling the Offeror and Ultimate Offeror to gain access to Cycle & Carriage's long-standing reputation in the Southeast Asian automotive industry.

The Acquisition is expected to create operational synergies by integrating the Sale Assets (including CCB) into the Chandra Asri ecosystem to leverage on its strategic, operational and financial capabilities. Presently, the Ultimate Offeror's mobility segment partly comprises the ownership of an industrial vehicle retail platform. By integrating the Cycle & Carriage brand into the Chandra Asri ecosystem, the Ultimate Offeror will have access to the direct selling capabilities and profile of the Cycle & Carriage brand, which holds dealership for several key luxury and mass-market car brands. In this respect, the Ultimate Offeror will gain access to a larger retail customer base as a benefit of ownership of the Sale Assets. In this respect, the Offeror and Ultimate Offeror intend to explore various business strategies in the longer term to deepen customer engagement including enhancing customer value through integrated ownership experiences, introducing integrated customer benefits and expanding customer touch points across fueling, servicing, and other conveniences.

Additionally, in the event the Offeror and Ultimate Offeror receive acceptances of not less than nine-tenths (9/10) in the nominal value of the Offer Shares such that the compulsory acquisition threshold in subsection 222(1) of the CMSA is achieved, this will allow the Offeror to be the sole shareholder of the Offeree which will eliminate administrative efforts and costs pertaining to the Offeree's obligations to its shareholders (such as maintaining the Record of Depositors at Bursa Depository and conducting annual general meetings). The Offer will provide the Offeror with greater flexibility in the implementation of any business plans and/ or operational changes of the Offeree (should the need arise) which may otherwise require minority shareholders' approval under the Act or other applicable rules and regulations.

The Offer also provides the Holders with an opportunity to realise their investment in CCB for cash at the Offer Price instead of holding unlisted shares, while also enabling the Offeror to potentially increase its shareholding in CCB following the completion of the Acquisition.

4. LISTING STATUS OF THE OFFEREE

CCB is an unlisted public company. On 19 September 2022, CCB was delisted from the Main Market of Bursa Securities following an unconditional voluntary take-over offer by JMSEA to acquire all the remaining CCB Shares not owned by JMSEA.

5. COMPULSORY ACQUISITION AND RIGHTS OF DISSENTING HOLDERS

5.1 Compulsory acquisition

Subsection 222(1) of the CMSA provides that, subject to section 224 of the CMSA, where an offeror:-

(i) has made a take-over offer for all the shares or all the shares in any particular class in an offeree; and

(ii) has received acceptances of not less than nine-tenths (9/10) in the nominal value* of the offer shares,

Note:-

* *Section 74 of the Act stipulates that all shares issued before or upon the commencement of the Act shall have no par or nominal value. Accordingly, the "nominal value" in this context shall refer to the number of shares instead.*

the offeror may, within 4 months of the date of the take-over offer, acquire the remaining shares or remaining shares in any particular class in the offeree, by issuing a notice in the form or manner specified by the SC to such effect, to all Dissenting Holders provided that the notice:-

(i) is issued within 2 months from the date of achieving the conditions under paragraphs 222(1)(a) and 222(1)(b) of the CMSA; and

(ii) is accompanied by a copy of a statutory declaration by the offeror that the conditions for the giving of the notice are satisfied.

Subsection 222(1A) of the CMSA provides that, for the purpose of paragraph 222(1)(b) of the CMSA, the acceptance shall not include shares already held at the date of the take-over offer by the Offeror, Ultimate Offeror or person(s) acting in concert with them.

In the event the Offeror receives Valid Acceptances of not less than nine-tenths (9/10) in the nominal value of the Offer Shares (excluding Shares already held by the Offeror, Ultimate Offeror and person(s) acting in concert with them as at the date of the Offer) on or before the Closing Date, **the Offeror and Ultimate Offeror intend to invoke the provisions of subsection 222(1) of the CMSA to compulsorily acquire any remaining Offer Shares** from the Dissenting Holders for which acceptances have not been received. Under such circumstance, all the Holders of these Offer Shares will be paid in cash for the Offer Shares compulsorily acquired. The consideration for the Offer Shares under this compulsory acquisition will, subject to subsection 224(1) of the CMSA, be equivalent to the Offer Price and on the same terms as set out in **Section 2 and Appendix I** of this Offer Document.

In accordance with subsection 224(1) of the CMSA, where a notice is given under subsection 222(1) of the CMSA, the court may, on an application made by any Dissenting Holder within 1 month from the date on which the notice was given by the Offeror and Ultimate Offeror, order that the Offeror and Ultimate Offeror shall not be entitled and shall not be bound to acquire the Offer Shares of any Dissenting Holder, or specify terms of acquisition that are different from the terms of the Offer.

5.2 Rights of Dissenting Holders

Notwithstanding the above and subject to section 224 of the CMSA, section 223 of the CMSA provides that if the Offeror receives Valid Acceptance resulting in the Offeror, Ultimate Offeror and person(s) acting in concert with them holding not less than nine-tenths (9/10) in the value of all the shares in CCB (including CCB Shares that are already held by the Offeror, Ultimate Offeror and person(s) acting in concert with them as at the date of the Offer) on or before the Closing Date, a Dissenting Holder may exercise his/ her rights under subsection 223(1) of the CMSA, by serving a notice on the Offeror and Ultimate Offeror to require the Offeror to acquire his/ her shares on the same terms to be set out in this Offer Document or such terms as may be agreed between the Offeror, Ultimate Offeror and such Dissenting Holder.

If a Dissenting Holder invokes the provisions of subsection 223(1) of the CMSA, the Offeror and Ultimate Offeror shall acquire such Offer Shares in accordance with the provisions of the CMSA, subject to the provisions of section 224 of the CMSA. In accordance with subsection 224(3) of the CMSA, when a Dissenting Holder exercises his/ her rights under subsection 223(1) of the CMSA, the court may, on an application made by such Dissenting Holder or by the Offeror and Ultimate Offeror, order that the terms on which the Offeror and Ultimate Offeror shall acquire such Offer Shares shall be as the court thinks fit.

Subsection 223(2) of the CMSA requires the Offeror and Ultimate Offeror to give the Dissenting Holders the Notice to Dissenting Holders, within 1 month of the time the Offeror, Ultimate Offeror and person(s) acting in concert with them hold not less than nine-tenths (9/10) in the value of all the shares in CCB (including CCB Shares that are already held by the Offeror, Ultimate Offeror and person(s) acting in concert with them as at the date of the Offer). A Notice to Dissenting Holders under subsection 223(2) of the CMSA may specify the period for the exercise of the rights of the Dissenting Holders and in any event, such period shall not be less than 3 months after the Closing Date.

6. FINANCIAL CONSIDERATIONS

The Offer Price of **RM1.854** is the price at which the Offeror and Ultimate Offeror are willing to acquire the Offer Shares, taking into consideration the absence of liquidity in CCB Shares given that CCB Shares are not traded on the open market of Bursa Securities, as an unlisted public company. In addition, there are no separate legal agreements or contractual terms which attribute or specify the final purchase consideration for each component of the Sale Assets, including the CCB Shares (being the subject matter of this Offer) pursuant to the Acquisition. As such, the Offeror has based the Offer Price equivalent to the value of the NA per Share of CCB based on the latest unaudited consolidated statement of financial position of CCB available to the Offeror as at 30 September 2026, wherein the NA is RM186.75 million, translating to an NA per Share of RM1.854.

As set out in **Section 2.1** of this Offer Document, in computing the Adjusted Equity Value, the Offeror will undertake a PPA in order to ascertain the consideration paid for each of the component of the Sale Assets. Based on the PPA, the Offeror will be able to determine the actual purchase price allocated for each component of the Sale Assets, including the CCB Shares. For clarity, the Offeror has computed the PPA attributable to the 97.15% equity interest in CCB Shares by reference to the latest available unaudited combined balance sheet of the CCM Entities and CCS Entities as at 30 September 2026. In the PPA computation, an EV of approximately SGD23.6 million was accorded to the 97.15% equity interest in CCB which represents the value attributed to CCB's underlying business operations before taking into account the relevant working capital, debt and cash adjustments attributable to CCB as at 30 September 2026. To derive the equity value attributable to CCB, the EV was adjusted for the aforesaid relevant working capital, debt and cash adjustments, together with intercompany adjustment, computed in the following manner:-

As at 30 September 2026	SGD'million
EV attributable to the 97.15% equity interest in CCB	23.6
Add: Cash	4.8
Less: Indebtedness (including bank overdrafts)	(1.0)
Add: Working capital adjustment	3.0
Equity value	**30.3**
Less: Intercompany adjustment	(0.8)
Equity value after intercompany adjustment	**29.5**
Less: Proportionate share of negative equity values of other entities in the Sale Assets[*1]	(4.0)
Adjusted Equity Value attributable to the 97.15% equity interest in CCB	**25.5**

Note:-

*[*1]* *As part of the PPA exercise, the Sale Assets comprising entities with negative equity values were accorded a nominal value of SGD1.00 each. For the purposes of allocating the purchase consideration among the Sale Assets, the corresponding negative equity values were proportionately allocated to the Sale Assets comprising entities with positive equity values based on their respective equity values after intercompany adjustments.*

Accordingly, the resultant Adjusted Equity Value attributable to 97.15% equity interest in CCB amounts to approximately SGD25.5 million. On a per CCB Share basis, by dividing the Adjusted Equity Value against the 97.15% equity interest in CCB, the purchase price allocated to each CCB Share is RM0.8312 (equivalent to SGD0.2606, based on the exchange rate of RM3.19: SGD1.00). This however is only an illustrative figure as the actual purchase price per CCB Share will only be determined after the Final Acquisition Consideration can be determined.

Notwithstanding the above, the Offeror has based the Offer Price on the NA per Share of CCB, which accords shareholders of CCB with added certainty and visibility on the basis for determining the Offer Price. In determining the Offer Price, the Offeror and Ultimate Offeror confirm that they will observe the relevant requirements of the Rules, particularly paragraph 6.03(1) of the Rules. Within the parameters of **Section 4(b) of Appendix I** of this Offer Document, the Offeror and Ultimate Offeror confirm that they will revise the Offer Price in the event the Final Acquisition Consideration results in the actual price paid per CCB Share pursuant to the Acquisition being higher than the Offer Price. The Offeror and Ultimate Offeror have taken note that based on the financials of CCB as at 30 September 2026, the NA per Share of CCB, being RM1.854 is at a premium of RM1.0228 or 123.05% to the illustrative purchase price per CCB Share based on the PPA. Given the significant premium, the Offeror and Ultimate Offeror opine that based on current computations, the actual price paid per CCB Share, determined once the Final Acquisition Consideration becomes binding, will not exceed the Offer Price.

Save for the Acquisition, the Offeror, Ultimate Offeror and PACs have not dealt in CCB Shares during the period commencing 6 months prior to the commencement of the offer period.

In addition, the Offer Price implies the following PBR and PER multiples:-

6.1 PBR

The Offer Price implies the following PBR:-

	NA per Share RM	PBR times
Audited consolidated NA per Share as at 31 December 2025	2.064[*1]	0.90
Unaudited consolidated NA per Share as at 30 September 2026	1.854[*2]	1.00

Notes:-

*[*1]* *Computed based on the consolidated NA of CCB over the total number of CCB Shares in issue as at the FYE 31 December 2025.*

*[*2]* *Computed based on the consolidated NA of CCB over the total number of CCB Shares in issue as at 30 September 2026.*

6.2 PER

The Offer Price implies the following PER:-

	EPS sen	**PER times**
Audited consolidated EPS for the FYE 31 December 2025	3.333[*1]	55.63

Note:-

*[*1]* *Computed based on the PATMI of CCB over the weighted average number of CCB Shares in issue for the FYE 31 December 2025.*

Save for the CCB Shares transacted pursuant to the Acquisition, there is no publicly available information on the number of CCB Shares and price of transactions which have taken place during the 6-month period before the beginning of the Offer Period and up to the LPD.

7. INFORMATION ON THE OFFEROR AND ULTIMATE OFFEROR

7.1 Offeror

CCHPL was incorporated in Singapore on 13 August 2026 pursuant to the Companies Act 1967 of Singapore as a private company limited by shares. The principal activity of CCHPL is investment holding in shares.

As at the LPD, CCHPL has an issued share capital of SGD180,000,001 comprising 180,000,001 ordinary shares in issue. CCHPL does not have any convertible securities.

As at the LPD, the directors of CCHPL are as follows:-

Name	**Designation**
Andre Khor Kah Hin	Director
Ling Wai Ming (Ling Huiming)	Director
Yong Shuyi, Alma (Yang Shuyi, Alma)	Director

As at the LPD, the sole shareholder of CCHPL is CCIPL International Pte Ltd, which is wholly-owned by Chandra Asri Trading, which is in turn wholly-owned by Chandra Asri.

Please refer to **Appendix III** of this Offer Document for further details on the Offeror.

7.2 Ultimate Offeror

Chandra Asri was incorporated in the Republic of Indonesia on 2 November 1984 pursuant to the Domestic Capital Investment Law No. 6 of 1968 and Law No. 12 of 1970 as a limited liability company under the name PT Tri Polyta Indonesia. On 14 June 1996, it was converted into a public limited liability company and assumed the name PT Tri Polyta Indonesia Tbk. Subsequently, it changed its name to PT Chandra Asri Petrochemical Tbk on 1 January 2011. Chandra Asri assumed its present name on 3 January 2024. Chandra Asri was listed on the Indonesia Stock Exchange on 24 June 1996 and was subsequently delisted on 7 July 2003. Chandra Asri was relisted on the Indonesia Stock Exchange on 22 May 2008.

Chandra Asri is principally engaged in the petrochemical business with its business activities encompassing the processing industry, wholesale and management consulting activities.

As at the LPD, Chandra Asri has an authorised capital of IDR12,264,785,664,000 and issued share capital of IDR4,325,577,254,600 comprising 86,511,545,092 ordinary shares. As at the LPD, the commissioners and directors of Chandra Asri are as follows:-

Name	Designation
Commissioners	
Djoko Suyanto	President Commissioner (Independent Commissioner)
Tan Ek Kia	Vice President Commissioner (Independent Commissioner)
Ho Hon Cheong	Commissioner (Independent Commissioner)
Agus Salim Pangestu	Commissioner
Lim Chong Thian	Commissioner
Sakchai Patiparnpreechavud	Commissioner
Pongpun Amornvivat	Commissioner
Rungnapa Janchookiat	Commissioner
Directors	
Erwin Ciputra	President Director
Baritono Prajogo Pangestu	Vice President Director
Pholavit Thiebpattama	Vice President Director
Andre Khor Kah Hin	Director
Fransiskus Ruly Aryawan	Director
Suryandi	Director
Nongnapat Saisuthi	Director
Konlakan Chankachangchaeng	Director
Wittaya Guntawang	Director
Edi Riva'i	Director
Raymond Budhin	Director
Ronald Sihombing	Director
Hamim Thohari	Director

As at the LPD, the substantial shareholders of Chandra Asri and their respective shareholdings in Chandra Asri are as follows:-

	Direct		Indirect	
Name	**No. of shares**	**%[*1]**	**No. of shares**	**%[*1]**
PT Barito Pacific Tbk	29,957,670,400	34.63	-	-
SCG Chemicals Public Company Limited	13,589,972,562	15.71	-	-
PT Top Investment Indonesia	12,976,731,760	15.00	-	-
Prajogo Pangestu	4,354,382,164	5.03	29,957,670,400[*2]	34.63
The Siam Cement Public Company Limited	-	-	13,589,972,562[*3]	15.71
Thai Oil Public Company Limited	-	-	12,976,731,760[*4]	15.00

Notes:-

*[*1]* *Computed based on 86,511,545,092 ordinary shares in Chandra Asri in issue as at the LPD.*

*[*2]* *Deemed interested by virtue of his shareholding in PT Barito Pacific Tbk.*

*[*3]* *Deemed interested by virtue of its shareholding in SCG Chemicals Public Company Limited.*

*[*4]* *Deemed interested by virtue of its shareholding in PT Top Investment Indonesia.*

Please refer to **Appendix IV** of this Offer Document for further details on the Ultimate Offeror.

8. FUTURE PLANS FOR CCB GROUP AND ITS EMPLOYEES

The intention of the Offeror and Ultimate Offeror with respect to the future plans for CCB Group and its employees after the Closing Date are summarised below:-

8.1 Continuation of the Group's business

The Offeror and Ultimate Offeror intend to preserve, grow and continue with the existing business of the CCB Group which is principally involved in the retailing of motor vehicles, sale of spare parts and servicing of vehicles. The Offeror and Ultimate Offeror may from time to time undertake a review of the CCB Group's businesses and operations to formulate future plans and strategies for the CCB Group, in order to expand and grow the existing business of the CCB Group.

The Offeror and Ultimate Offeror retain the flexibility at any time to evaluate and, where appropriate, pursue and consider any opportunities including any strategic investments and acquisitions, rationalisation of non-core assets, reorganisation and/ or integration of business and operations of CCB Group. Such plans would only be undertaken if the Offeror and Ultimate Offeror deem it appropriate and in the best interests of CCB Group and the shareholders of CCB. As at the LPD, the Offeror and Ultimate Offeror do not have any definitive plans in this regard and will first undertake a review and evaluation of the operations of CCB Group prior to developing or implementing any future strategies.

Subject to the result of the Offeror and Ultimate Offeror's review and evaluation of the CCB Group, the strategic plans that may be implemented in the CCB Group include conducting in-depth analysis on the existing product portfolio of the CCB Group, identifying product synergies with existing companies within the Ultimate Offeror's network, as well as the identification of operational inefficiencies within the CCB Group to streamline and optimise working capital efficiency.

8.2 Major changes to the Group's business

The Offeror and Ultimate Offeror intend to capitalise on the resources, expertise and strength of the Offeree in the automotive and mobility sectors in Malaysia. As such, the Offeror and Ultimate Offeror do not have any plans at this juncture to introduce any major changes in the businesses and operations of the CCB Group, liquidate the CCB Group, dispose of any major assets or undertake any major re-deployment of the fixed assets of the CCB Group if the Offer is successful.

Nevertheless, the Offeror and Ultimate Offeror may from time to time review strategic options with regards to the businesses of the CCB Group and where appropriate, implement changes to the corporate structure, including any expansion activities, disposal of assets with a view to ensure that the CCB Group remains competitive in the industry of which it operates in and improve the prospects and future of the CCB Group.

The Offeror and Ultimate Offeror also presently do not have any plans or intentions to merge, consolidate or form a joint venture of the business operations of the Offeror and Ultimate Offeror with the Offeree. The Offeror and Ultimate Offeror take cognisance that the CCB Group is a fully operating entity, and will maintain the business operations of the CCB Group, subject to the further strategic review and assessment of the Offeror and Ultimate Offeror upon the successful completion of the Offer.

As at the LPD, the Offeror and Ultimate Offeror have no knowledge of, and have not entered into any negotiation or arrangement or understanding whatsoever with any third party which would result in a significant change to the business, assets, business location or shareholding structure of CCB Group.

8.3 Employees of the Group

The Offeror and Ultimate Offeror recognise that CCB Group's employees are integral to its continued success and long-term growth. Following the completion of the Offer, the Offeror and Ultimate Offeror intend to retain and develop the existing talent base of CCB Group, and there are currently no plans for any layoffs as a result of the Offer. All existing employment rights, including terms and conditions of employment, will be fully safeguarded.

Looking ahead, and as with any organisation, there may be continuous measures implemented by the Offeror and Ultimate Offeror together with the key management of CCB Group to improve operational efficiency, optimise workforce productivity, and align resources with strategic priorities of CCB Group in the future. Any such action will be conducted in accordance with the relevant legislation and the relevant terms of employment. The Offeror and Ultimate Offeror intend to assess the current balance of skills and functions across the employees and management of the CCB Group, as well as the conditions of employment and overall size of the CCB Group's employee base.

Notwithstanding this, the Offeror and Ultimate Offeror take cognisance that the CCB Group has been a fully operating and profitable entity, and as such intend to retain and develop the existing talent base of the CCB Group, with no plans to materially change the size of the employee base at this juncture.

9. FINANCIAL RESOURCES OF THE OFFEROR AND ULTIMATE OFFEROR

The Offeror and Ultimate Offeror confirm that they have sufficient financial resources to satisfy full acceptance of the Offer. The Offeror and Ultimate Offeror also confirm that the Offer would not fail due to insufficient financial capability, and that every Accepting Holder who wishes to accept the Offer will be paid in full by cash.

UOBKH, being the Principal Adviser to the Offeror for the Offer, is satisfied and confirms that the financial resources available to the Offeror and Ultimate Offeror are sufficient to satisfy the full acceptance under the Offer. UOBKH is therefore satisfied that the Offer will not fail due to insufficient financial capability of the Offeror and Ultimate Offeror, and that every Accepting Holder who wishes to accept the Offer will be paid in full by cash.

10. RESPONSIBILITY STATEMENT

This Offer Document has been reviewed and approved by the board of Directors of the Offeror and the board of commissioners and Directors of the Ultimate Offeror, who collectively and individually, accept full responsibility for the accuracy of the information contained in this Offer Document and confirmed that they have taken reasonable care to ensure that the facts stated and opinions expressed in this Offer Document are fair and accurate and that no material facts have been omitted. The board of Directors of the Offeror and the board of commissioners and Directors of the Ultimate Offeror confirms that, after making all reasonable enquiries and to the best of their knowledge and belief, opinions expressed in this Offer Document have been arrived at after due and careful consideration and there are no other facts not contained in this Offer Document, the omission of which would make any statement in this Offer Document false or misleading.

UOBKH acknowledges that, based on all available information and to the best of its knowledge and belief, this Offer Document constitutes a full and true disclosure of all material facts concerning the Offer.

11. FURTHER INFORMATION

For further information, please refer to the appendices that form part of this Offer Document.

YOU SHOULD CONSIDER THE CONTENTS OF THIS OFFER DOCUMENT AS WELL AS THE INDEPENDENT ADVICE CIRCULAR TO BE ISSUED AND THE RECOMMENDATIONS THEREIN BEFORE DECIDING WHETHER TO ACCEPT OR REJECT THE OFFER.

IF YOU INTEND TO ACCEPT THE OFFER, YOU SHOULD COMPLETE AND SIGN THE ACCOMPANYING FORM OF ACCEPTANCE AND TRANSFER ACCORDING TO THE INSTRUCTIONS CONTAINED THEREIN. SPECIFIC INSTRUCTIONS FOR NON-RESIDENT HOLDERS ON ACCEPTING THE OFFER ARE SET OUT IN SECTION 3 OF APPENDIX II OF THIS OFFER DOCUMENT.

YOU DO NOT NEED TO TAKE ANY ACTION IF YOU DECIDE NOT TO ACCEPT THE OFFER.

Yours faithfully,
For and on behalf of
UOB KAY HIAN (M) SDN BHD

NANTHA KUMAR
Director
Co-Head, Corporate Finance

WINSTON LOH
Director
Corporate Finance

TERMS AND CONDITIONS OF THE OFFER

The terms and conditions of the Offer, which are in compliance with the Rules, are set out below:-

1. CONSIDERATION FOR THE OFFER

Accepting Holders shall be paid **RM1.854** per Offer Share, which shall be satisfied wholly in cash, in accordance with the terms set out in this Offer Document.

Notwithstanding the above, if the Offeree declares and/ or pays any Distributions in favour of its shareholders whereby the entitlement date for such Distributions is on or after the date of the Notice but prior to the Closing Date and the Holders are entitled to retain such Distribution, the Offeror shall reduce the amount of the Offer Price by the quantum of the Distributions per Offer Share that the Holder is entitled to retain. For the avoidance of doubt, no adjustment shall be made to the Offer Price in the event that the entitlement date for the Distribution is after the Closing Date.

As at the LPD, the Offeror is not aware of any Distribution which has been declared by the Offeree that is payable on or after the date of the Notice but before the Posting Date. Holders may accept the Offer in respect of all or part of their Offer Shares. Fractions of a sen will not be paid to the Accepting Holders and cash consideration payable in respect of the Valid Acceptance of the Offer will be rounded down to the nearest whole sen. Holders may not accept the Offer in excess of their respective holdings of the Offer Shares.

Offer Price

The Offer Price of **RM1.854** is the price at which the Offeror and Ultimate Offeror are willing to acquire the Offer Shares, taking into consideration the absence of liquidity in CCB Shares given that CCB Shares are not traded on the open market of Bursa Securities, as an unlisted public company. In addition, there are no separate legal agreements or contractual terms which attribute or specify the final purchase consideration for each component of the Sale Assets, including the CCB Shares (being the subject matter of this Offer) pursuant to the Acquisition. As such, the Offeror has based the Offer Price equivalent to the value of the NA per Share of CCB based on the latest unaudited consolidated statement of financial position of CCB available to the Offeror as at 30 September 2026, wherein the NA is RM186.75 million, translating to an NA per Share of RM1.854.

In determining the Offer Price, the Offeror has also taken into consideration the price to be paid for each CCB Share pursuant to the Acquisition. As set out in **Section 1.2** of this Offer Document, the SAPA Signing Amount of SGD400 million does not represent the final purchase consideration payable for the Sale Assets. Rather, the SAPA provides that the Final Acquisition Consideration will be determined through computing the Adjusted Equity Value. The Adjusted Equity Value is to be computed by the Offeror based on the unaudited combined balance sheet of the CCM Entities and CCS Entities as at the SAPA Completion Date, and to be furnished to JMSEA no later than 45 business days after the SAPA Completion Date. The Final Acquisition Consideration shall become binding if JMSEA does not object to the equity value adjustments within 20 business days from such information being furnished to JMSEA.

In computing the Adjusted Equity Value, the Offeror will undertake a PPA in order to ascertain the consideration paid for each of the component of the Sale Assets. Based on the PPA, the Offeror will be able to determine the actual purchase price allocated for each component of the Sale Assets, including the CCB Shares. For clarity, the Offeror has computed the PPA attributable to the 97.15% equity interest in CCB Shares by reference to the latest available unaudited combined balance sheet of the CCM Entities and CCS Entities as at 30 September 2026. In the PPA computation, an EV of approximately SGD23.6 million was accorded to the 97.15% equity interest in CCB which represents the value attributed to CCB's underlying business operations before taking into account the relevant working capital, debt and cash adjustments attributable to CCB as at 30 September 2026. To derive the equity value attributable to CCB, the EV was adjusted for the aforesaid relevant working capital, debt and cash adjustments, together with intercompany adjustment, computed in the following manner:-

As at 30 September 2026	**SGD'million**
EV attributable to the 97.15% equity interest in CCB	23.6
Add: Cash	4.8
Less: Indebtedness (including bank overdrafts)	(1.0)
Add: Working capital adjustment	3.0
Equity value	**30.3**
Less: Intercompany adjustment	(0.8)
Equity value after intercompany adjustment	**29.5**
Less: Proportionate share of negative equity values of other entities in the Sale Assets[*1]	(4.0)
Adjusted Equity Value attributable to the 97.15% equity interest in CCB	**25.5**

Note:-

*[*1]* *As part of the PPA exercise, the Sale Assets comprising entities with negative equity values were accorded a nominal value of SGD1.00 each. For the purposes of allocating the purchase consideration among the Sale Assets, the corresponding negative equity values were proportionately allocated to the Sale Assets comprising entities with positive equity values based on their respective equity values after intercompany adjustments.*

Accordingly, the resultant Adjusted Equity Value attributable to 97.15% equity interest in CCB amounts to approximately SGD25.5 million. On a per CCB Share basis, by dividing the Adjusted Equity Value against the 97.15% equity interest in CCB, the purchase price allocated to each CCB Share is RM0.8312 (equivalent to SGD0.2606, based on the exchange rate of RM3.19: SGD1.00). This however is only an illustrative figure as the actual purchase price per CCB Share will only be determined after the Final Acquisition Consideration can be determined. As such, the actual purchase price per CCB Share will only be determinable after the Final Acquisition Consideration is fixed.

Notwithstanding the above, the Offeror has based the Offer Price on the NA per Share of CCB, which accords shareholders of CCB with added certainty and visibility on the basis for determining the Offer Price. In determining the Offer Price, the Offeror and Ultimate Offeror confirm that they will observe the relevant requirements of the Rules, particularly paragraph 6.03(1) of the Rules. Within the parameters of **Section 4(b) of Appendix I** of this Offer Document, the Offeror and Ultimate Offeror confirm that they will revise the Offer Price in the event the Final Acquisition Consideration results in the actual price paid per CCB Share pursuant to the Acquisition being higher than the Offer Price. The Offeror and Ultimate Offeror have taken note that based on the financials of CCB as at 30 September 2026, the NA per Share of CCB, being RM1.854 is at a premium of RM1.0228 or 123.05% to the illustrative purchase price per CCB Share based on the PPA. Given the significant premium, the Offeror and Ultimate Offeror opine that based on current computations, the actual price paid per CCB Share, determined once the Final Acquisition Consideration becomes binding, will not exceed the Offer Price.

For clarity, save for the Acquisition, the Offeror, Ultimate Offeror and PACs have not dealt in CCB Shares during the period commencing 6 months prior to the commencement of the offer period.

2. CONDITIONS OF THE OFFER

The Offer is **not conditional** upon any minimum level of acceptances of Offer Shares as the Offeror, Ultimate Offeror and PAC(s) hold more than 50% of the voting shares or voting rights of the Offeree following the completion of the Acquisition.

3. WARRANTIES

The Offer Shares are to be acquired by the Offeror on the basis of an acceptance by a Holder in accordance with the terms and conditions set out in this Offer Document. Such acceptance will be deemed to constitute an irrevocable and unconditional warranty by the Holder that the Offer Shares, to which the acceptance relates, are sold:-

(a) free from all moratorium, claims, charges, liens, pledges, encumbrances, options, rights of pre-emption, third party rights, power of sale, hypothecation, retention of title, rights of refusal, equities and other security interest from the date of the Valid Acceptance; and

(b) together with all rights, benefits and entitlements attaching thereto, including the rights to all allotments and/ or any Distributions declared, paid on or made on or after the date of the Notice, subject to the adjustment(s) by reason of any Distributions as set out in **Section 1 of this Appendix**.

4. DURATION OF THE OFFER

(a) First Closing Date

The Offer will remain open for acceptances until **5.00 p.m. (Malaysian time) on Friday, 27 November 2026**, being the First Closing Date, unless extended or revised by the Offeror and Ultimate Offeror in accordance with the Rules and the terms and conditions of the Offer (as set out in **Section 2 and Appendix I** of this Offer Document). Any extension or revision of the date and time for acceptance of the Offer by the Offeror and Ultimate Offeror will be announced by UOBKH, on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the Closing Date. Such announcement will be made on the SC's website at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents**, and will state the next closing date of the Offer. Notice(s) of such revision or extension will be announced and where required by the Rules, will be posted to the Holders accordingly.

(b) Revision of the Offer

If the Offer is revised after the Posting Date, the Offeror and Ultimate Offeror will:-

i. announce such revision together with the following information:-

(aa) the revised offer price; and

(bb) the price paid or agreed to be paid and the number of voting shares or voting rights purchased or agreed to be purchased, which lead to the revision;

ii. post the written notification of the revised take-over offer to all Holders, including all the Holders who have previously accepted the original Offer, no later than the 46th day from the Posting Date; and

iii. keep the Offer open for acceptance for a period of at least 14 days from the date of posting of the written notification of the revised take-over offer to all Holders.

Where any of the terms of the Offer are revised, Holders who have previously accepted the Offer shall also be entitled to receive the revised consideration that is to be paid or provided for the acceptance.

The Offer may not be revised after **Monday, 21 December 2026**, being the next Market Day after the 46th day from the Posting Date (i.e. Sunday, 20 December 2026)[*1].

Note:-

*[*1] As the period ends on a day which is not a Market Day, the period is extended until the next Market Day in accordance with paragraph 2.02 of the Rules.*

(c) Extension of the Offer

Any extension of the date and time for acceptance of the Offer by the Offeror and Ultimate Offeror will be announced by UOBKH, on behalf of the Offeror and Ultimate Offeror, no later than 2 days before the Closing Date. Such announcement will be made on the SC's website at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents**, and will state the next closing date of the Offer. Notice(s) of such extensions or revisions will be announced and where required by the Rules, will be posted to the Holders accordingly.

(d) Closing of the Offer

As the Offer is not conditional upon any minimum level of acceptances of the Offer Shares, the Closing Date, if extended, will be no later than **Monday, 4 January 2027,** being the next Market Day after the 60th day from the Posting Date (i.e. **Sunday, 3 January 2027**)[*1].

Note:-

*[*1] As the period ends on a day which is not a Market Day, the period is extended until the next Market Day in accordance with paragraph 2.02 of the Rules.*

Notwithstanding the above, the Offer shall be deemed to be closed prior to the Closing Date if the Offeror has received acceptances for all the Offer Shares and the Offeror has made an announcement in accordance with **Section 7(a) of this Appendix.**

(e) Competing take-over offer

Where a competing take-over offer, if any, is made any time between the Posting Date and the Closing Date, the Posting Date shall be deemed to be the date the offer document of the competing take-over offer was posted. If a competing take-over offer continues to exist in the later stages of the offer period, the SC will require revised offers to be announced in accordance with an auction procedure, the terms of which will be determined by the SC. Such auction will normally follow the procedure set out in Schedule 4 of the Rules.

5. RIGHTS OF WITHDRAWAL BY AN ACCEPTING HOLDER

All Valid Acceptance of the Offer by the Accepting Holder **SHALL BE IRREVOCABLE**. However, an Accepting Holder is entitled to withdraw his/ her acceptance immediately if the Offeror and Ultimate Offeror fail to comply with any of the requirements set out **in Section 7(a) of this Appendix** by 5.00 p.m. (Malaysian time) on the Relevant Day.

Notwithstanding the above, the SC may terminate the above right of withdrawal if the Offeror and Ultimate Offeror have complied with the requirements of **Section 7(a) of this Appendix** not less than 8 days from the Relevant Day.

However, the rights of any Holder who has already withdrawn his/ her acceptance shall not be prejudiced by the termination of such right of withdrawal by the SC.

6. WITHDRAWAL OF THE OFFER BY THE OFFEROR AND ULTIMATE OFFEROR

The Offeror and Ultimate Offeror may only withdraw the Offer with the prior written approval of the SC. In such event, every person will be released from all obligations incurred under the Offer.

7. ANNOUNCEMENT OF ACCEPTANCE

(a) The Offeror and Ultimate Offeror will inform the SC in writing and notify the shareholders of CCB by way of announcement via press notice where relevant, before 9.00 a.m. (Malaysian time) on the Relevant Day, the following information:-

i. the position of the Offer, that is, as to whether the Offer is closed, revised or extended; and

ii. the total number of voting shares or voting rights:-

(aa) for which acceptance of the Offer have been received after the Posting Date;
(bb) held by the Offeror, Ultimate Offeror and PAC(s) as at the Posting Date; and

(cc) acquired or agreed to be acquired by the Offeror, Ultimate Offeror and PAC(s) during the Offer Period but after the Posting Date,

and must specify the percentage of the total number of CCB Shares represented by these numbers.

(b) In computing the acceptance of Offer Shares represented for announcement purposes, the Offeror and Ultimate Offeror may include or exclude acceptances which are not in order in all respects or which are subject to verification.

(c) References to the making of an announcement or the giving of notice by the Offeror and Ultimate Offeror include the release of an announcement via press notice by UOBKH, the Offeror and/ or the Ultimate Offeror or the Offeror's and/ or the Ultimate Offeror's advertising agent(s) to the press.

8. PURCHASES OF THE OFFER SHARES

Should the Offeror, Ultimate Offeror or PACs purchase or agree to purchase the Offer Shares during the Offer Period at a consideration that is higher than the Offer Price, the Offeror and Ultimate Offeror shall increase the consideration for the Offer to be not less than the highest price (excluding stamp duty and commission) paid or agreed to be paid by the Offeror, Ultimate Offeror and PACs for the Offer Shares during the Offer Period.

In the event the Offeror and Ultimate Offeror increases the consideration for the Offer, Holders who have accepted the Offer prior to the revision of the Offer Price will be entitled to receive the revised consideration.

9. GENERAL

(a) All communications, notices, documents and payments to be delivered or sent to the Holders (or their designated agent(s) as they may direct) will be despatched by ordinary mail to the Holders' registered Malaysian addresses last maintained with Bursa Depository at their own risk. Non-Resident Holders with no registered Malaysian addresses who wish to receive communications, notices, documents and payments in relation to the Offer should ensure that they have their foreign mailing addresses changed to a registered Malaysian address.

In any event, this Offer Document shall be made available on the website of SC at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents** upon issuance.

Unless the contrary is proved, delivery of the communication, notice, document or payment will be effected by properly addressing, prepaying and posting by ordinary mail the communication, notice, document or payment and it shall be presumed to have been effected at the time when the document would have been delivered in the ordinary course of the mail.

(b) The Offer and all Valid Acceptance received under the Offer will be construed in accordance with and governed by Malaysian law. The Offeror, the Ultimate Offeror and the Holders shall submit to the exclusive jurisdiction of the courts of Malaysia in respect of any proceeding brought in relation to the Offer.

(c) Holders may accept the Offer made to them in respect of all or part of their Offer Shares. A Holder's acceptance shall not exceed his/ her total holding of Offer Shares, failing which the Offeror and Ultimate Offeror shall have the right to treat such acceptance as invalid. Nevertheless, the Offeror and Ultimate Offeror also reserve the right to treat any acceptance of a Holder exceeding his/ her total holding of Offer Shares as valid for and to the extent of his/ her total holding of Offer Shares.

(d) The Form of Acceptance and Transfer which will accompany this Offer Document will contain the following:-

i. provisions for the acceptance and the transfer of the Offer Shares to the Offeror, Ultimate Offeror or their appointed nominee(s), if any;

ii. instructions to complete the Form of Acceptance and Transfer; and

iii. other matters incidental to the acceptance of the Offer and the transfer of the Offer Shares to the Offeror, Ultimate Offeror or their appointed nominee(s), if any.

No acknowledgement of the receipt of the Form of Acceptance and Transfer will be issued.

(e) All costs and expenses of or incidental to the preparation and posting of this Offer Document (other than professional fees and other costs relating to the Offer incurred by the Offeree) will be borne by the Offeror and Ultimate Offeror. Malaysian stamp duty and Malaysian transfer fees, if any, resulting from acceptance of the Offer will be borne by the Offeror and Ultimate Offeror. For avoidance of doubt, the payment of any transfer fees, taxes, duties, costs, expenses or other requisite payments due in a jurisdiction outside Malaysia or the payment of any levy, fee, commission or cost for the repatriation of capital or income tax shall not be borne by the Offeror and Ultimate Offeror.

(f) Any accidental omission to despatch this Offer Document and the Form of Acceptance and Transfer to any person to whom the Offer is made shall not invalidate the Offer in any way.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

1. PROCEDURES FOR ACCEPTANCE

1.1 **Sections 1.1(a) to 1.1(d) of this Appendix** below set out the steps required to be taken by you (either individuals or corporations) to accept the Offer. **Sections 1.2 to 1.9 of this Appendix** provide other general information in relation to the acceptance of the Offer.

(a) Step 1: Obtain transfer documents

(i) The Form of Acceptance and Transfer is enclosed with this Offer Document. You can also obtain a copy from the Registrar, whose contact details are set out in **Section 1.9 of this Appendix** below. You may also download the Form of Acceptance and Transfer from the website of SC at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents**.

(ii) Obtain the Bursa Depository Transfer Form (FTF010) from your ADA/ADM or download it from:

https://www.bursamalaysia.com/sites/5d809dcf39fba22790cad230/assets/661160eccd34aa604e3e1388/Transfer_of_Securities_Request__FTF010_-20240327__for_website_.pdf

Kindly check with your ADA/ADM on how the form may be submitted including any applicable fees or charges in respect of the submission.

(b) Step 2: Fill up transfer documents

Offer Shares already credited into your CDS account	**Offer Shares purchased but have yet to be credited into your CDS account as at the Closing Date**[*1]
(i) Complete and sign the Form of Acceptance and Transfer.[*2] (ii) Complete and sign the Bursa Depository Transfer Form according to the instructions printed on the reverse side of the form.	Complete and sign the Form of Acceptance and Transfer.[*2]

Notes:-

*[*1] If you have purchased the Offer Shares on or before the Closing Date but the Offer Shares have yet to be credited into your CDS account as at the Closing Date, please obtain the contract note from your ADA/ADM as evidence of your beneficial ownership to the Offer Shares as at the Closing Date. You will be required to send the contract note to the Registrar by post or by hand at the address or via email address as set out in **Section 1.9 of this Appendix,** and follow the procedures set out in **Section 1.1(c) of this Appendix** if you wish to accept the Offer.*

*[*2] If you are a corporation, you must affix your common seal which must be witnessed in accordance with your Constitution or other regulations and signed on your behalf by an authorised officer or attorney.*

(c) Step 3: Lodging of transfer documents

Offer Shares already credited into your CDS account	**Offer Shares purchased but have yet to be credited into your CDS account as at the Closing Date**
(i) Lodge the completed and signed Bursa Depository Transfer Form with your ADA/ADM on any Market Day prior to the Closing Date. The transfer request shall be submitted by 3.30 p.m. to effect the transfer on the same Market Day provided that the request for the transfer is in compliance with the directions and Rules of Bursa Depository. (ii) Send the following to the Registrar at the address or email address shown in **Section 1.9 of this Appendix** below, by 5.00 p.m. on or before the Closing Date:- (aa) the completed and signed Form of Acceptance and Transfer; and (bb) the Depositor's Copy of the Bursa Depository Transfer Form duly verified and acknowledged by your ADA/ADM. Alternatively, you can submit the Form of Acceptance and Transfer to the Registrar via electronic submission via Vistra Share Registry and IPO (MY) portal ("**Vistra SRMY Portal**" or the "**Portal**") at its website at **https://srmy.vistra.com**. Please refer to the instructions in Step 3A below on the manner to submit the documents electronically.	(i) Lodge the completed and signed Form of Acceptance and Transfer and the contract note as evidence of beneficial ownership with the Registrar at the address or email address shown in **Section 1.9 of this Appendix** below by 5.00 p.m. on or before the Closing Date. (ii) Once the Offer Shares have been credited into your CDS account, complete and sign the Bursa Depository Transfer Form according to the instructions printed on the reverse side of the Form and lodge the completed and signed Bursa Depository Transfer Form with your ADA/ADM on any Market Day prior to the Closing Date. The transfer request shall be submitted by 3.30 p.m. to effect the transfer on the same Market Day provided that the request for the transfer is in compliance with the directions and Rules of Bursa Depository. (iii) Send the Depositor's Copy of the Bursa Depository Transfer Form, verified and acknowledged by your ADA/ADM to the Registrar at the address or email address shown in **Section 1.9 of this Appendix** below, so as to arrive **within 7 days** from the Closing Date. The Offeror and Ultimate Offeror have the right to deem your acceptance as invalid if the Depositor's Copy of the Bursa Depository Transfer Form is not received by the Registrar **within 7 days** from the Closing Date.

(d) Step 3A: Lodging of transfer documents electronically

(Only applicable if the Offer Shares have already been credited into your CDS account)

Procedures to submit Form of Acceptance and Transfer electronically

(i) Lodge the completed and signed Bursa Depository Transfer Form with your ADA/ADM on any Market Day prior to the Closing Date. The transfer request shall be submitted by 3.30 p.m. to effect the transfer on the same Market Day provided that the request for the transfer is in compliance with the directions and Rules of Bursa Depository.

(aa) Visit the website at **https://srmy.vistra.com**

(bb) Click "Register" and select "Individual Holder", which is applicable for individual shareholders. For corporation or institutional shareholders, its authorised or nominated representative is to select "Create Representative of Corporate Holder". For guidance, you may refer to the tutorial guide available on the homepage.

(cc) Once registration is completed, you will receive an email notification to verify your registered email address.

(dd) After verification, your registration will be verified and approved within one (1) to two (2) working days. A confirmation email will be sent once approved.

(ee) Once you receive the confirmation, activate your account by creating your password.

Note:
If you are an existing user with The Portal or the TIIH Online portal previously, you are not required to sign up again. An email address is allowed to be used to register one new user account, and the same email address cannot be used to register for another user account. If you are signing up to represent a corporate holder account, please contact the Registrar for further details and requirements.

(ii) Procedures to submit Form of Acceptance and Transfer

Individual Holder

(aa) Login to The Portal at **https://srmy.vistra.com**

(bb) Select the corporate exercise name: **CYCLE & CARRIAGE BINTANG BERHAD TAKE OVER OFFER**

(cc) Click the ">" icon located to the right of the corporate event to proceed.

(dd) Read and agree to the Terms & Conditions and Declaration.

(ee) Insert your CDS account, number of securities transferred by you to the Offeror, transfer reference number and correspondence address.

(ff) Review and confirm your submission of acceptance on the Offer.

(gg) Proceed to pay handling fee of RM7.56 (inclusive of 8% Sales and Service Tax ("**SST**")) for each CDS account via online payment gateway either through Maybank2U or any Financial Process Exchange (FPX) participating bank which you have an internet banking account.

(hh) Print the payment receipt and your e-Form of Acceptance and Transfer for your record.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

Procedures to submit Form of Acceptance and Transfer electronically

Corporation or Institutional Holder

(aa) Login to The Portal at **https://srmy.vistra.com**

(bb) Select the corporate exercise name: **CYCLE & CARRIAGE BINTANG BERHAD TAKE OVER OFFER**

(cc) Click the ">" icon located to the right of the corporate event to proceed.

(dd) Agree to the Terms & Conditions and Declaration.

(ee) Select the transferee's name.

(ff) Proceed to download the file format for Take Over Offer submission.

(gg) Prepare the submission of your acceptance of Offer by inserting the required information using the specified file format for Take Over Offer submission.

(hh) Proceed to pay handling fee of RM4.32 (inclusive of SST) for each CDS account into our Registrar's bank account, details of which are as follows:

Account Name	Tricor Investor & Issuing House Services Sdn Bhd
Bank	Malayan Banking Berhad
Bank Account No.	514012025081
Bank Swift Code	MBBEMYKL

Upon payment of handling fee is done, login to The Portal, select corporate exercise name: **CYCLE & CARRIAGE BINTANG BERHAD TAKE OVER OFFER** and proceed to upload the duly completed file on the acceptance of the Offer.

(ii) Select "Submit" to complete your submission

(jj) Print the confirmation report of your submission for your record.

1.2 If you intend to accept the Offer and if for any reason your Depositor's Copy of the Bursa Depository Transfer Form duly verified and acknowledged by your ADA/ADM and/ or other document(s) of title is/ are not readily available or lost, you should nevertheless complete and send the Form of Acceptance and Transfer to the Registrar at the address or email address shown in **Section 1.9 of this Appendix** by 5.00 p.m. (Malaysian time) on the Closing Date and you should arrange to forward **within 7 days** from the Closing Date the Depositor's Copy of the Bursa Depository Transfer Form duly verified and acknowledged by your ADA/ADM and/ or other document(s) of title to the Registrar.

In such event, the settlement of the consideration in respect of the acceptance of the Offer will not be despatched until the depositor's copy of the Bursa Depository Transfer Form is duly verified and acknowledged by your ADA/ADM and/ or the relevant contract note for the Offer Shares and/ or other document(s) of title have been received within the aforesaid period of 7 days and are confirmed to be in order in all respects, failing which the Offeror and Ultimate Offeror have the right to treat such acceptance as invalid.

1.3 **You do not need to take any action if you decide not to accept the Offer**.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

1.4 No acknowledgement of the receipt of the Form of Acceptance and Transfer (or the Depositor's Copy of the Bursa Depository Transfer Form or other document(s) of title or the relevant contract note) will be issued. All acceptances and accompanying documents sent by post are at your own risk. Proof of time of postage shall not constitute proof of time of receipt by the Registrar.

1.5 If you fail to comply with any of the terms or conditions set out in this **Appendix** or in the Form of Acceptance and Transfer, the Offeror and Ultimate Offeror may, at their discretion, consider that you have not accepted the Offer. The decision of the Offeror and Ultimate Offeror shall be final and binding.

1.6 You may obtain additional copies of this Offer Document and the accompanying Form of Acceptance and Transfer from the office of the Registrar as shown in **Section 1.9 of this Appendix** during normal business hours, i.e. from 8.30 a.m. to 5.30 p.m. on Mondays to Fridays (excluding public holidays), from the Posting Date to the Closing Date or from the website of SC at **https://www.sc.com.my/resources/take-overs-related-publications-announcements/take-overs-and-mergers-announcements-documents**.

1.7 You should address all enquiries concerning the acceptance procedures for this Offer to the Registrar at the address, email address or contact numbers stated in **Section 1.9 of this Appendix**.

1.8 Under Section 14(1) of the SICDA, Bursa Securities has prescribed CCB Shares as securities required to be deposited into the CDS. Therefore, all dealings in the Offer Shares that have been deposited into the CDS will be carried out in accordance with the SICDA and Rules of Bursa Depository.

1.9 The details of the Registrar, whose normal business hours are from 8.30 a.m. to 5.30 p.m. on Mondays to Fridays (excluding public holidays), are set out below:-

Vistra Investor & Issuing House Services Sdn Bhd
(Registration No. 197101000970 (11324-H))
Unit 32-01, Level 32, Tower A
Vertical Business Suite
Avenue 3, Bangsar South
No. 8, Jalan Kerinchi
59200 Kuala Lumpur, Malaysia

Alternatively, the completed physical form(s) may be submitted to the drop box located at:

Unit G-3, Ground Floor, Vertical Podium
Avenue 3, Bangsar South
No. 8 Jalan Kerinchi
59200 Kuala Lumpur, Malaysia

Telephone No.	:	+603-2783 9299
Email address	:	**is.enquiry@vistra.com**

You are advised to consult your ADA/ADM or stockbroker before completing and signing the Bursa Depository Transfer Form to ensure completeness of information required as well as to ensure that your transfer request can be properly facilitated.

2. METHOD OF SETTLEMENT

2.1 Except with the consent of the SC, which would only be granted in certain circumstances in which all Holders are to be treated similarly, and save for the Offeror's and the Ultimate Offeror's right to reduce the Offer Price as set out in **Section 2.1** of this Offer Document, settlement of the cash consideration to which any Accepting Holder is entitled under the Offer shall be implemented in full, in accordance with the terms and conditions of the Offer, without regard to any lien, right of set-off, counter-claim or other analogous rights to which the Offeror and Ultimate Offeror may otherwise be, or claim to be, entitled against an Accepting Holder. This, however, is without prejudice to the Offeror's and the Ultimate Offeror's right to make any claim against the Accepting Holder after such full settlement in respect of a breach of any of the warranties as set out in **Section 3, Appendix I** of this Offer Document.

2.2 If you accept the Offer, the settlement of the consideration for the Offer Shares, in respect of Valid Acceptance, will be effected via:-

(a) remittance into the Accepting Holders' bank account, if the Accepting Holders have registered their bank account with Bursa Depository for the purposes of cash dividend/ distribution. Accepting Holders are encouraged to register and/ or update their bank account details with Bursa Depository in order to receive the consideration for the Offer Shares in their bank accounts; or

(b) otherwise, if the Accepting Holders have not registered such details with Bursa Depository prior to the date of complete and Valid Acceptances by the Accepting Holders in accordance with the terms and conditions set out in this Offer Document, remittance in the form of cheque(s), banker's draft(s) and/ or cashier's order(s) which will be posted by ordinary mail to the Accepting Holders (or their designated agents, as they may direct) at their registered Malaysian addresses last maintained with Bursa Depository, at their own risk,

within 10 days from the date of the Valid Acceptances.

This is provided that all such Valid Acceptances are deemed by the Offeror and Ultimate Offeror to be complete and valid in all respects, in accordance with the terms and conditions set out in this Offer Document.

Accepting Holders are encouraged to register and/ or update their bank account details with Bursa Depository in order to receive the consideration for the Offer Shares in their bank accounts.

2.3 Non-Resident Holders are advised that settlement for acceptance will be made in RM. Non-Resident Holder(s) who wish to convert their consideration into foreign currency for repatriation may do so after payment of the appropriate fees and/ or charges levied by the respective financial institutions.

2.4 Invalid acceptance will be returned by ordinary mail at Holders' own risk within 14 days after the Closing Date or, where applicable, within 14 days of receipt of the Depositor's Copy of the Bursa Depository Transfer Form duly verified by the ADA/ADM, and/ or other document(s) of title, whichever is later.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

3. NON-RESIDENT HOLDER

All references to "you" in this Section are to a Non-Resident Holder.

This Offer Document and all documents relating to the Offer have not been (and will not be) sent to Non-Resident Holders who do not have an address in Malaysia. If you are a Non-Resident Holder, and you wish to receive this Offer Document, you may provide an address in Malaysia to the Registrar for the delivery of this Offer Document. Non-Resident Holders may also collect this Offer Document from the Registrar. The Offeror and Ultimate Offeror will not make or be bound to make any enquiry as to whether Non-Resident Holders have a registered address in Malaysia.

Details of the Registrar is set out in **Section 1.9 of this Appendix**.

3.1 Responsibility of a Non-Resident Holder

(a) The making of the Offer to you may be affected by the laws or regulations of your relevant jurisdiction. You should keep yourself informed about and observe any applicable legal requirements in your relevant jurisdiction.

(b) The Offer is being made for all the Offer Shares and is being made in Malaysia, as well as any other jurisdiction where the Offer is capable of being lawfully made in compliance with local laws or regulations.

(c) You may not treat this Offer Document and/ or the Form of Acceptance and Transfer and/ or any other Offer related documentation as an invitation or offer to sell your securities or participate in the Offer in any jurisdiction other than Malaysia.

(d) If you wish to accept the Offer, you are solely responsible to satisfy yourself as to the full observance of the laws of your relevant jurisdiction and in Malaysia. You are also responsible for obtaining any governmental or other consents which may be required, and complying with the necessary formalities and legal and regulatory requirements.

(e) You will be responsible for the payment of any transfer fees, taxes, duties, costs, expenses or other requisite payments due in such jurisdiction. The Offeror, Ultimate Offeror, Registrar and UOBKH shall be entitled to be fully indemnified and held harmless by you for any transfer fees or taxes or other payments which you may be required to pay.

(f) **You should consult your professional advisers in the relevant jurisdiction on compliance with legal and other applicable requirements. In accepting the Offer, you represent and warrant to the Offeror, Ultimate Offeror, Registrar and UOBKH on the following:-**

(i) that you are in full observance of the laws of your relevant jurisdiction and Malaysia;

(ii) that you have not received copies or originals of this Offer Document, the Form of Acceptance and Transfer or any other Offer related documentation in, into or from a Restricted Jurisdiction;

(iii) that you have not, in connection with the Offer or the execution or delivery of the Form of Acceptance and Transfer, utilised, directly or indirectly, the mails or any means or instrumentality (including, without limitation, electronic mail, facsimile transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction;

(iv) that you are accepting the Offer from outside a Restricted Jurisdiction and are in full compliance with all necessary formalities and legal requirements of your relevant jurisdiction; and

(v) that you would not cause the Offeror, Ultimate Offeror, Registrar and UOBKH to be in breach of the laws of your relevant jurisdiction.

3.2 Treatment of Offer Document and/ or the Form of Acceptance and Transfer in relation to a Non-Resident Holder

(a) The release, publication or distribution of this Offer Document, the Form of Acceptance and Transfer and any other Offer related documentation in any jurisdiction other than Malaysia may be affected by the laws or regulations of relevant jurisdictions. You should keep yourself informed about and observe any applicable legal requirements in your relevant jurisdiction.

(b) The Offer is not being extended, and will not be extended directly or indirectly, in or into, or by use of mails or any means or instrumentality (including, without limitation, electronic mail, facsimile transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction and will not be capable of Acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction (unless otherwise determined by the Offeror and Ultimate Offeror). Accordingly, copies of this Offer Document, the Form of Acceptance and Transfer and any other Offer related documentation are not being, and must not be, directly or indirectly, mailed, transmitted or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction.

(c) You (including without limitation, your custodians, nominees and trustees) must not, in connection with the Offer, distribute or send this Offer Document, the Form of Acceptance and Transfer and/ or any other Offer related documentation into any Restricted Jurisdiction. If you or your agent nominee receives this Offer Document, the Form of Acceptance and Transfer and/ or any other Offer related documentation in a Restricted Jurisdiction where it would or might be in contravention of local laws and regulations, the Offer may be deemed invalid and may not be accepted.

(d) Your acceptance may be invalid and disregarded unless you have fully complied with the laws of your relevant jurisdiction. If you forward this Offer Document, the Form of Acceptance and Transfer and/ or any other Offer related documentation into any Restricted Jurisdiction, whether because of a contractual or legal obligation or otherwise, you must inform the recipient of the contents of this section. The Offeror and Ultimate Offeror reserve the right to reject a purported acceptance of the Offer from any Non-Resident Holder in any such Restricted Jurisdiction.

3.3 The Offeror's and Ultimate Offeror's reservation of right over acceptance by a Non-Resident Holder

The Offeror and Ultimate Offeror reserve the right, in their absolute discretion, to treat any acceptance as invalid if they believe such acceptance may violate applicable legal or regulatory requirements. However, the Offeror and Ultimate Offeror reserve the right to permit your acceptance of the Offer in circumstances where the Offeror and Ultimate Offeror are satisfied that your acceptance will not constitute a breach of any securities or other relevant legislation or impose any obligations on the Offeror and Ultimate Offeror not contemplated by the Offer.

3.4 Procedures for Acceptance

The procedures for acceptance set out in **Section 1 of this Appendix** also apply to you.

3.5 Method of settlement

The method of settlement set out in **Section 2 of this Appendix** above also applies to you.

This Offer is made in compliance with the laws of Malaysia only. As such, this Offer Document together with the Form of Acceptance and Transfer only comply with Malaysian laws. The Offeror, Ultimate Offeror, Registrar and UOBKH shall not accept any responsibility or liability in the event that any acceptance of the Offer by a Non-Resident Holder is or shall become illegal, unenforceable, voidable or void in such countries or jurisdictions outside Malaysia.

Non-Resident Holders should therefore immediately consult their professional advisers in relation to the observance of the above and any other applicable laws. The Non-Resident Holders shall be responsible for payment of any levy, fee, commission or cost that may be required in connection with their acceptance of the Offer or remittance of any amount due to them and shall keep the Offeror, Ultimate Offeror, Registrar and us indemnified for the payment of such fee or commission. Please refer to Section 3 of this Appendix for further information.

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INFORMATION ON THE OFFEROR

1. HISTORY AND BUSINESS

CCHPL was incorporated in Singapore on 13 August 2026 pursuant to the Companies Act 1967 of Singapore as a private company limited by shares. The principal activity of CCHPL is investment holding in shares.

2. SHARE CAPITAL

2.1 Issued share capital

As at the LPD, the details of the share capital of CCHPL is set out below:-

	No. of shares	Total SGD
Issued share capital	180,000,001	180,000,001

2.2 Convertible securities

As at the LPD, CCHPL does not have any convertible securities.

3. SHAREHOLDERS

As at the LPD, the shareholders of CCHPL and their shareholding in CCHPL are set out below:-

	Direct		Indirect	
Shareholder	**No. of shares**	**%[*1]**	**No. of shares**	**%[*1]**
CCIPL International Pte Ltd	180,000,001	100.00	-	-
Chandra Asri Trading	-	-	180,000,001[*2]	100.00
Chandra Asri	-	-	180,000,001[*3]	100.00
PT Barito Pacific Tbk	-	-	180,000,001[*4]	100.00
Prajogo Pangestu	-	-	180,000,001[*5]	100.00

Notes:-

[*1] *Computed based on 180,000,001 ordinary shares in CCHPL in issue.*

[*2] *Deemed interested by virtue of its shareholding in CCIPL International Pte Ltd.*

[*3] *Deemed interested by virtue of its shareholding in Chandra Asri Trading.*

[*4] *Deemed interested by virtue of its shareholding in Chandra Asri.*

[*5] *Deemed interested by virtue of his shareholding in PT Barito Pacific Tbk.*

4. DIRECTORS

As at the LPD, the directors of CCHPL and their shareholding in CCHPL are set out below:-

Name	Nationality	Designation	Direct		Indirect	
			No. of shares	%	No. of shares	%
Andre Khor Kah Hin	Malaysian	Director	-	-	-	-
Ling Wai Ming (Ling Huiming)	Singaporean	Director	-	-	-	-
Yong Shuyi, Alma (Yang Shuyi, Alma)	Singaporean	Director	-	-	-	-

5. SUBSIDIARY AND ASSOCIATE COMPANIES

5.1 Subsidiary companies

As at the LPD, the subsidiaries of CCHPL are set out below:-

Name of company	Place of incorporation	Equity interest %	Principal activities
CCB	Malaysia	97.15	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Cycle & Carriage Bintang (Perak) Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Selecsama Sdn Bhd	Malaysia	100.00	Dormant
Cycle & Carriage (Malaysia) Sdn Bhd	Malaysia	100.00	Dormant
Cycle & Carriage Bintang (Northern) Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Lowe Properties Sdn Bhd	Malaysia	100.00	Renting of premises
Cycle & Carriage Malaysia Holdings Sdn Bhd	Malaysia	100.00	Activities of holding companies and other management consultancy activities
Cycle & Carriage Malaysia Automotive Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Cycle & Carriage Automotive Pte Limited	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Diplomat Parts Pte Limited	Singapore	100.00	Wholesale of parts and accessories for motor vehicles

Name of company	Place of incorporation	Equity interest %	Principal activities
CCI	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage Kia Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage France Pte Limited	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage Leasing Pte Ltd	Singapore	100.00	Renting and leasing of private cars without driver
Cycle & Carriage Ventures Pte Ltd	Singapore	100.00	Holding companies of firms engaged in non-financial and insurance activities
Cycle & Carriage Engineering Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage 2-Wheeler Pte Ltd	Singapore	100.00	Retail sale of motorcycles and scooters
Republic Auto Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)

5.2 Associate companies

As at the LPD, CCHPL does not have any associate companies.

6. PROFIT AND DIVIDEND RECORD

As at the LPD, CCHPL has not issued any financial statements since its incorporation on 13 August 2026.

7. STATEMENT OF ASSETS AND LIABILITIES

As at the LPD, CCHPL has not issued any financial statements since its incorporation on 13 August 2026.

8. MATERIAL CHANGES IN THE FINANCIAL POSITION

As at the LPD, there are no material changes in the financial position of CCHPL since its incorporation.

9. ACCOUNTING POLICIES

As at the LPD, CCHPL has not issued any financial statements since its incorporation on 13 August 2026.

INFORMATION ON THE ULTIMATE OFFEROR

1. HISTORY AND BUSINESS

Chandra Asri was incorporated in the Republic of Indonesia on 2 November 1984 pursuant to the Domestic Capital Investment Law No. 6 of 1968 and Law No. 12 of 1970 as a limited liability company under the name PT Tri Polyta Indonesia. On 14 June 1996, it was converted into a public limited liability company and assumed the name PT Tri Polyta Indonesia Tbk. Subsequently, it changed its name to PT Chandra Asri Petrochemical Tbk on 1 January 2011. Chandra Asri assumed its present name on 3 January 2024. Chandra Asri was listed on the Indonesia Stock Exchange on 24 June 1996 and was subsequently delisted on 7 July 2003. Chandra Asri was relisted on the Indonesia Stock Exchange on 22 May 2008.

Chandra Asri is principally engaged in the petrochemical business with its business activities encompassing the processing industry, wholesale and management consulting activities.

2. SHARE CAPITAL

2.1 Authorised and Issued share capital

As at the LPD, the authorised capital of Chandra Asri is IDR12,264,785,664,000. The details of the issued share capital of Chandra Asri are set out below:-

	No. of shares	Total IDR
Issued share capital	86,511,545,092	4,325,577,254,600

2.2 Convertible securities

As at the LPD, Chandra Asri does not have any convertible securities.

3. SHAREHOLDERS

As at the LPD, the substantial shareholders of Chandra Asri and their shareholding in Chandra Asri are set out below:-

	Direct		Indirect	
Shareholder	**No. of shares**	**%[*1]**	**No. of shares**	**%[*1]**
PT Barito Pacific Tbk	29,957,670,400	34.63	-	-
SCG Chemicals Public Company Limited	13,589,972,562	15.71	-	-
PT Top Investment Indonesia	12,976,731,760	15.00	-	-
Prajogo Pangestu	4,354,382,164	5.03	29,957,670,400[*2]	34.63
The Siam Cement Public Company Limited	-	-	13,589,972,562[*3]	15.71
Thai Oil Public Company Limited	-	-	12,976,731,760[*4]	15.00

Notes:-

*[*1] Computed based on 86,511,545,092 ordinary shares in Chandra Asri in issue.*

*[*2] Deemed interested by virtue of his shareholding in PT Barito Pacific Tbk.*

*[*3] Deemed interested by virtue of its shareholding in SCG Chemicals Public Company Limited.*

*[*4] Deemed interested by virtue of its shareholding in PT Top Investment Indonesia.*

4. COMMISSIONERS AND DIRECTORS

Commissioners

As at the LPD, the commissioners of Chandra Asri and their shareholding in Chandra Asri are set out below:-

Name	Nationality	Designation	Direct		Indirect	
			No. of shares	%[*1]	No. of shares	%[*1]
Djoko Suyanto	Indonesian	President Commissioner (Independent Commissioner)	-	-	-	-
Tan Ek Kia	Malaysian	Vice President Commissioner (Independent Commissioner)	-	-	-	-
Ho Hon Cheong	Malaysian	Commissioner (Independent Commissioner)	-	-	-	-
Agus Salim Pangestu	Indonesian	Commissioner	-	-	-	-
Lim Chong Thian	Malaysian	Commissioner	1,182,568	^	-	-
Sakchai Patiparnpreechavud	Thai	Commissioner	-	-	-	-
Pongpun Amornvivat	Thai	Commissioner	-	-	-	-
Rungnapa Janchookiat	Thai	Commissioner	-	-	-	-

Notes:-

^ *Negligible.*

[*1] *Computed based on 86,511,545,092 ordinary shares in Chandra Asri in issue.*

INFORMATION ON THE ULTIMATE OFFEROR

Directors

As at the LPD, the directors of Chandra Asri and their shareholding in Chandra Asri are set out below:-

Name	Nationality	Designation	Direct		Indirect	
			No. of shares	%[*1]	No. of shares	%[*1]
Erwin Ciputra	Indonesian	President Director	140,258,272	0.16	-	-
Baritono Prajogo Pangestu	Indonesian	Vice President Director	485,000	^	-	-
Pholavit Thiebpattama	Thai	Vice President Director	-	-	-	-
Andre Khor Kah Hin	Malaysian	Director	432,000	^	-	-
Fransiskus Ruly Aryawan	Indonesian	Director	1,010,212	^	-	-
Suryandi	Indonesian	Director	-	-	-	-
Nongnapat Saisuthi	Thai	Director	-	-	-	-
Konlakan Chankachangchaeng	Thai	Director	-	-	-	-
Wittaya Guntawang	Thai	Director	-	-	-	-
Edi Riva'i	Indonesian	Director	222,200	^	-	-
Raymond Budhin	Indonesian	Director	9,621,800	0.01	-	-
Ronald Sihombing	Indonesian	Director	-	-	-	-
Hamim Thohari	Indonesian	Director	-	-	-	-

Notes:-

^ *Negligible.*

[*1] *Computed based on 86,511,545,092 ordinary shares in Chandra Asri in issue.*

5. SUBSIDIARY AND ASSOCIATE COMPANIES

5.1 Subsidiary companies

As at the LPD, the subsidiaries of Chandra Asri are set out below:-

Name of company	Place of incorporation	Equity interest %	Principal activities
Chandra Asri Trading	Singapore	100.00	Wholesale trade of a variety of goods without a dominant product
PT Chandra Pelabuhan Nusantara	Indonesia	100.00	Warehousing, storage, and seaport service
CCIPL International Pte Ltd	Singapore	100.00	Investment holding
CCHPL	Singapore	100.00	Investment holding
Chandra Asri Capital Pte Ltd	Singapore	100.00	Investment holding
Chandra Asri Mobility Solutions Pte Ltd	Singapore	100.00	Investment holding
Aster Mobility Solutions Bravo Pte Ltd	Singapore	100.00	Retail sale of automotive fuel
Aster Mobility Solutions Pte Ltd	Singapore	100.00	Investment holding
Aster Mobility Solutions 1 Pte Ltd	Singapore	100.00	Retail sale of automotive fuel
CAPGC Pte Ltd	Singapore	80.00	Investment holding
Aster Asia Alpha Pte Ltd	Singapore	100.00	Investment holding
Aster Chemicals and Energy Pte Ltd	Singapore	100.00	Petroleum refineries
Aster Chemicals and Energy (Shanghai) Limited	China	100.00	Wholesale
Aster Power Pte Ltd	Singapore	100.00	Transmission, distribution and sale of electricity
Aster Port & Terminals Pte Ltd	Singapore	100.00	Storage for dangerous goods
Aster ANZ Pty Ltd	Australia	100.00	Wholesale
Aster Polymer Solutions Pte Ltd	Singapore	100.00	Manufacture of derivatives and intermediates produced from basic building blocks
Aster Engineering Services Pte Ltd	Singapore	100.00	Process and industrial plant engineering design and consultancy services
Aster Holdings Asia Company Limited	Thailand	100.00	Investment holding

INFORMATION ON THE ULTIMATE OFFEROR

Name of company	Place of incorporation	Equity interest %	Principal activities
Chandra Asri Bio Investment Pte Ltd	Singapore	100.00	Investment holding
Chandra Holdings Asia Company Limited	Thailand	100.00	Investment holding
PT Chandra Daya Investasi Tbk	Indonesia	60.00	Holdings and management consulting
PT Chandra Samudera Port	Indonesia	100.00	Management consulting
PT Chandra Cilegon Port	Indonesia	100.00	Warehousing, storage and seaport service
Chandra Industrial Infra Pte Ltd	Singapore	100.00	Investment holding
PT Krakatau Chandra Energi	Indonesia	70.00	Electrical industry
PT Krakatau Sarana Energi	Indonesia	99.99	Fuel sales
PT Chandra Tirta Karian	Indonesia	65.00	Investment holding, management consulting and water treatment
PT Wastewater Solution Indonesia	Indonesia	100.00	Water treatment
PT Chandra Shipping International	Indonesia	100.00	Marine transportation
Chandra Maritime International Pte Ltd	Singapore	100.00	Shipping companies, including chartering of ships and boats with crew (freight)
PT Marina Indah Maritim	Indonesia	100.00	Marine transportation
PT Chandra Cold Chain	Indonesia	80.00	Transportation and warehousing
PT Chandra Investa Prima	Indonesia	100.00	Investment holding
PT Chandra Daya Warehouse	Indonesia	100.00	Warehousing and storage
PT Chandra Warehouse Cilegon	Indonesia	100.00	Warehousing and storage
PT Chandra Asri Perkasa	Indonesia	99.99	Petrochemical industry
PT Chandra Asri Alkali	Indonesia	73.50	Chlor Alkali and Ethylene Dichloride
PT Chandra Asri Sentral Solusi	Indonesia	99.99	Management consulting
PT Chandra Trading Nusantara	Indonesia	99.99	Wholesale trade
PT Redeco Petrolin Utama	Indonesia	50.75	Tanks lease
PT ELPI Trans Cargo	Indonesia	57.50	Trading in marine transport equipment, spare parts and accessories, and sea transportation of goods

INFORMATION ON THE ULTIMATE OFFEROR

Name of company	Place of incorporation	Equity interest %	Principal activities
Chandra Asri Oil Gas Pte Ltd	Singapore	100.00	Other holding companies
PT Chandra Trading Indonesia (formerly known as PT Chandra Bitumen International)	Indonesia	100.00	Wholesale trade of solid, liquid and gas fuels and related products
Maritime Global Shipping Pte Ltd	Singapore	100.00	Shipping transportation services
PT Chandra Capital Indonesia	Indonesia	100.00	Financial services other than insurance and pension fund, management consulting, and rubber and plastic industries
PT Chandra Environmental Solution	Indonesia	100.00	Holding and consulting
PT Chandra Global Maritim	Indonesia	100.00	Marine transportation
PT Chandra Waste Energy	Indonesia	100.00	Shipping
PT Chandra Maritime Offshore	Indonesia	100.00	Holding and management consultation
CCB	Malaysia	97.15	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Cycle & Carriage Bintang (Perak) Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Selecsama Sdn Bhd	Malaysia	100.00	Dormant
Cycle & Carriage (Malaysia) Sdn Bhd	Malaysia	100.00	Dormant
Cycle & Carriage Bintang (Northern) Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Lowe Properties Sdn Bhd	Malaysia	100.00	Renting of premises
Cycle & Carriage Malaysia Holdings Sdn Bhd	Malaysia	100.00	Activities of holding companies and other management consultancy activities
Cycle & Carriage Malaysia Automotive Sdn Bhd	Malaysia	100.00	Retailing of motor vehicles, sales of spare parts and servicing of vehicles
Cycle & Carriage Automotive Pte Limited	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Diplomat Parts Pte Limited	Singapore	100.00	Wholesale of parts and accessories for motor vehicles

Name of company	Place of incorporation	Equity interest %	Principal activities
CCI	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage Kia Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage France Pte Limited	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage Leasing Pte Ltd	Singapore	100.00	Renting and leasing of private cars without driver
Cycle & Carriage Ventures Pte Ltd	Singapore	100.00	Holding companies of firms engaged in non-financial and insurance activities
Cycle & Carriage Engineering Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)
Cycle & Carriage 2-Wheeler Pte Ltd	Singapore	100.00	Retail sale of motorcycles and scooters
Republic Auto Pte Ltd	Singapore	100.00	Retail sale of motor vehicles (except motorcycles and scooters)

5.2 Associate companies

As at the LPD, the associate companies of Chandra Asri are set out below:-

Name of compan	Place of incorporation	Equity interest %	Principal activities
M-D Petroleum Enterprises Pte Ltd	Singapore	50.00	Wholesale trade of a variety of goods without a dominant product
Blackcastle Pte Ltd	Singapore	30.00	Wholesale trade
PT Synthetic Rubber Indonesia	Indonesia	45.00	Artificial rubber manufacture
PT Krakatau Posco Energy	Indonesia	45.00	Electrical generation
PT Krakatau Tirta Industri	Indonesia	49.00	Water management industry
PT Armada Maritim Persada	Indonesia	40.00	Marine transportation
Petrosea Services Solutions Pte Ltd	Singapore	49.00	Investment holding and building construction
PT SCG Barito Logistics	Indonesia	51.00	Logistics services
Blue Horizon Ship Management Pte Ltd	Singapore	60.00	Ship management services

6. PROFIT AND DIVIDEND RECORD

The profit and dividend record of Chandra Asri based on its audited consolidated financial statements for the past 3 financial years up to the FYE 31 December 2025 and the unaudited 6-month FPE 30 June 2026 is set out below:-

	Audited			
	FYE 31 December 2023 USD'000	FYE 31 December 2024 USD'000	FYE 31 December 2025 USD'000	Unaudited FPE 30 June 2026 USD'000
Revenue	2,159,932	1,785,364	7,020,007	5,348,769
PBT/ (LBT)	(54,564)	(90,939)	1,294,209	433,952
PATMI/ (LATMI)	(33,576)	(68,610)	1,090,091	283,239
EPS/ (LPS) (USD)	(0.0005)	(0.0010)	0.0153	0.0033
Dividend per share (USD)	0.00035	0.00035	0.00058	0.00035

There were no exceptional items in the audited consolidated financial statements for the past 3 financial years up to the FYE 31 December 2025 and the unaudited 6-month FPE 30 June 2026.

7. STATEMENT OF ASSETS AND LIABILITIES

The statement of assets and liabilities of Chandra Asri based on its audited consolidated financial statements for the past 3 financial years up to the FYE 31 December 2025 and the unaudited 6-month FPE 30 June 2026 is set out below:-

	Audited			
	FYE 31 December 2023 USD'000	FYE 31 December 2024 USD'000	FYE 31 December 2025 USD'000	Unaudited FPE 30 June 2026 USD'000
ASSETS				
Non-current assets				
Loan receivable to a related party	-	39,740	-	-
Deferred tax assets – net	-	-	117,695	52,504
Investment in associates	135,697	158,709	150,729	174,831
Advance for investment	-	-	954,611	-
Advances for purchase of property, plant & equipment	13,827	11,855	8,686	-
Derivative financial assets	29,428	25,319	11,988	23,079
Claims for tax refund	6,111	5,828	5,613	5,276
Right-of-use assets - net	12,206	8,723	367,726	613,365
Property, plant and equipment - net	2,183,501	2,476,543	4,647,533	5,193,231
Investment properties	4,551	4,551	4,551	4,551
Goodwill	2,828	2,828	2,828	285,830
Other non-current assets	388,883	447,711	617,019	485,541
Total non-current assets	**2,777,032**	**3,181,807**	**6,888,979**	**6,838,208**
Current assets				
Cash and cash equivalents	1,439,797	1,367,086	2,739,796	2,921,331
Trade accounts receivable	153,776	208,768	654,198	844,427
Other accounts receivable	59,402	44,344	54,011	113,301
Inventories - net	401,254	375,192	1,254,362	2,237,942
Prepaid taxes	93,990	86,095	133,942	164,337
Prepaid expenses	-	14,343	34,490	29,134
Derivative financial assets – current	-	-	1,078	-
Other current assets	689,201	385,981	561,868	617,447
Total current assets	**2,837,420**	**2,481,809**	**5,433,745**	**6,927,919**
TOTAL ASSETS	**5,614,452**	**5,663,616**	**12,322,724**	**13,766,127**

INFORMATION ON THE ULTIMATE OFFEROR

	Audited			
	FYE 31 December 2023 USD'000	FYE 31 December 2024 USD'000	FYE 31 December 2025 USD'000	Unaudited FPE 30 June 2026 USD'000
EQUITY AND LIABILITIES				
Equity				
Share capital	434,315	434,315	434,315	434,315
Additional paid-in capital	1,471,175	1,471,175	1,470,708	1,470,708
Treasury stocks	-	-	(3,233)	(17,835)
Other equity component	(333)	4,383	65,063	65,063
Other reserves	35,015	29,007	23,417	15,703
Retained earnings	798,960	699,285	1,739,376	1,992,615
Equity attributable to owners of the Company	**2,739,132**	**2,638,165**	**3,729,646**	**3,960,569**
Non-controlling interests	254,768	299,294	927,269	1,003,746
TOTAL EQUITY	**2,993,900**	**2,937,459**	**4,656,915**	**4,964,315**
Liabilities				
Non-current liabilities				
Deferred tax liabilities – net	83,902	47,244	258,605	247,104
Long-term liabilities - net of current maturity:				
Lease liabilities	7,150	5,738	374,894	368,485
Bank loans	1,055,079	1,210,504	3,971,081	4,198,724
Bonds payable	588,447	567,150	474,360	575,378
Derivative financial liabilities	19,500	27,883	27,487	47,925
Employee benefits obligation	46,357	43,658	43,325	43,004
Provision for decommissioning cost	2,795	2,795	116,605	113,223
Advance supply fee	-	-	214,605	193,530
Total non-current liabilities	**1,803,230**	**1,904,972**	**5,480,962**	**5,787,373**
Current liabilities				
Short-term bank loans	10,649	60,000	344,000	399,174
Trade accounts payable	662,033	516,160	912,584	1,710,173
Other accounts payable	7,945	31,170	384,116	251,878
Taxes payable	8,049	4,716	13,810	58,244
Accrued expenses	27,408	26,793	150,782	61,456
Customer advances	20,957	13,416	13,781	39,790
Advance supply fee	-	-	50,001	50,001
Unearned revenues	905	897	922	944
Current maturities of long-term liabilities:				
Lease liabilities	2,023	1,801	41,345	75,264
Bank loans	59,276	68,474	136,069	180,180
Bonds payable	18,077	86,949	72,481	113,732
Derivative financial liabilities	-	10,809	7,604	16,251
Provision for decommissioning cost & other provision	-	-	4,203	4,203
Provision for carbon taxes	-	-	53,149	53,149
Total current liabilities	**817,322**	**821,185**	**2,184,847**	**3,014,439**
TOTAL LIABILITIES	**2,620,552**	**2,726,157**	**7,665,809**	**8,801,812**
TOTAL EQUITY AND LIABILITIES	**5,614,452**	**5,663,616**	**12,322,724**	**13,766,127**

8. MATERIAL CHANGES IN THE FINANCIAL POSITION

As at the LPD, there are no known material changes in the financial position of Chandra Asri subsequent to 31 December 2025, being its latest audited financial statements, other than as disclosed in announcements made by Chandra Asri on the Indonesia Stock Exchange, including but not limited to the quarterly financial results, from time to time.

9. ACCOUNTING POLICIES

The audited consolidated financial statements of Chandra Asri for the past 3 financial years up to the FYE 31 December 2025 have been prepared based on the Indonesian Financial Accounting Standards, and there was no audit qualification on Chandra Asri's audited consolidated financial statements for the respective years under review.

Furthermore, there is no change in the accounting standards adopted by Chandra Asri which would result in the audited consolidated financial statements of Chandra Asri for the past 3 financial years up to the FYE 31 December 2025 not being comparable to a material extent.

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DISCLOSURE OF INTERESTS AND DEALINGS

1. INTERESTS IN THE RELEVANT SECURITIES OF THE OFFEREE

The disclosure of interests below is in respect of the voting shares and convertible securities of the Offeree. For purpose of this section, the said voting shares and convertible securities shall collectively be referred to as the "relevant securities".

1.1 By the Offeror, Ultimate Offeror and PAC(s)

Save as disclosed below, the Offeror, Ultimate Offeror and PAC(s) do not have any other interest, whether direct or indirect, in the relevant securities of the Offeree as at the LPD:-

	Direct		Indirect	
Name	**No. of Shares**	**%*1**	**No. of Shares**	**%*1**
Offeror				
CCHPL	97,869,547	97.15	-	-
Ultimate Offeror				
Chandra Asri	-	-	97,869,547*2	97.15

Notes:-

*1 *Computed based on 100,744,500 CCB Shares in issue as at the LPD.*

*2 *Deemed interested by virtue of its indirect shareholdings in CCHPL. CCHPL is wholly owned by CCIPL International Pte Ltd, which is wholly-owned by Chandra Asri Trading, which is wholly-owned by Chandra Asri.*

As at the LPD, there are no PAC(s) who hold shares in the Offeree directly.

1.2 By the directors of the Offeror and Ultimate Offeror

The directors of the Offeror and Ultimate Offeror do not have any other interest, whether direct or indirect, in the relevant securities of the Offeree as at the LPD.

1.3 By persons who have irrevocably committed to accept or reject the Offer

As at the LPD, the Offeror, Ultimate Offeror and PACs have not received any irrevocable undertaking from any Holder to accept or reject the Offer.

1.4 By persons who have any arrangement with the Offeror, Ultimate Offeror and the person(s) acting in concert with them

As at the LPD, the Offeror, Ultimate Offeror and PACs have not entered into any arrangement including any arrangement involving rights over shares, any indemnity arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to the relevant securities of the Offeree which may be an inducement to deal or to refrain from dealing with any person.

In addition, as at the LPD, the Offeror, Ultimate Offeror and PACs have not entered into, or been granted, any option to acquire the relevant securities of the Offeree.

1.5 Borrowing or lending of the relevant securities by the Offeror, Ultimate Offeror and the person(s) acting in concert with them

As at the LPD, the Offeror, Ultimate Offeror and PACs have not borrowed any CCB Shares from another person or lent any relevant securities of the Offeree to another person.

2. DEALINGS IN CCB SHARES

Save for the Acquisition, the Offeror, Ultimate Offeror, PACs, the directors of the Offeror, and the directors and commissioners of the Ultimate Offeror have not dealt, whether directly or indirectly, in the relevant securities of the Offeree during the period commencing 6 months prior to the commencement of the Offer Period up to the LPD.

The Offeror and Ultimate Offeror confirm on behalf of themselves and the PACs that:-

i. Save for the dealing as set out above, from the commencement of the Offer Period up to the LPD, there are no dealings in CCB Shares by the Offeror, Ultimate Offeror and PACs, and the requirements under paragraph 19.05 of the Rules have been complied with; and

ii. They will ensure that for the period from the LPD up to the Closing Date, the Offeror, Ultimate Offeror and PACs will disclose all dealings in accordance with the requirements under paragraph 19.05 of the Rules.

Further, UOBKH, being the Principal Adviser to the Offeror for the Offer, confirms that the requirements under paragraph 19.05 of the Rules pertaining to the disclosure of dealings made by itself and the relevant parties from the commencement of the Offer Period and up to the LPD have been complied with. UOBKH will also ensure that all disclosure of dealings requirements from the LPD up to the Closing Date will be complied with in accordance with the requirements under paragraph 19.05 of the Rules.

3. GENERAL DISCLOSURES

(a) As at the LPD, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of CCB as compensation for loss of office or otherwise in connection with the Offer.

(b) As at the LPD, there is no agreement, arrangement or understanding between the Offeror, Ultimate Offeror or PACs and any of the existing Directors or recent Directors of CCB (being such person who was, during the period of 6 months prior to the beginning of the Offer Period, a director) or any existing shareholders or recent shareholders of CCB (being such person who was, during the period of 6 months prior to the beginning of the Offer Period, a shareholder), having any connection with or dependence upon the Offer.

(c) As at the LPD, there is no agreement, arrangement or understanding whereby any of the Shares in the Offeree acquired by the Offeror, Ultimate Offeror or PACs pursuant to the Offer will be transferred to any person.

(d) All the Offer Shares accepted under the Offer will be registered in the name of the Offeror and/ or the appointed nominee(s) of the Offeror or Ultimate Offeror, if any, subject to compliance with all applicable laws.

(e) As at the LPD, there has not been, within the knowledge of the Offeror and Ultimate Offeror, any material change to the financial position or prospects of CCB since the date of the latest audited consolidated financial statements of CCB for the FYE 31 December 2025.

ADDITIONAL INFORMATION

1. CONSENTS

UOBKH, the Independent Adviser and the Registrar have given and have not subsequently withdrawn their written consents to the inclusion in this Offer Document of their names and all references thereto in the form and context in which they appear in this Offer Document.

2. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the office of the Registrar at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, during the normal business hours of the Registrar from 8.30 a.m. to 5.30 p.m. on Monday to Friday (except public holidays) from the Posting Date up to and including the Closing Date:-

(a) the Notice;

(b) a copy of the letter from the SC dated 2 November 2026 notifying that it has no further comments on this Offer Document;

(c) letters of consent referred to in **Section 1** above; and

(d) the SAPA dated 21 August 2026.