THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

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OLYMPIA INDUSTRIES BERHAD

(Registration No. 198001009242 (63026-U))
(Incorporated in Malaysia)

CIRCULAR TO THE SHAREHOLDERS IN RELATION TO THE:

PART A

PROPOSED TERMINATION OF:

(I) CONSORTIUM AGREEMENT DATED 14 FEBRUARY 2003 ENTERED BETWEEN OLYMPIA PROPERTIES SDN BHD ("OPSB"), A WHOLLY-OWNED SUBSIDIARY OF OLYMPIA INDUSTIES BERHAD ("OIB" OR THE "COMPANY") AND KH ESTATES SDN BHD ("KHE"), A WHOLLY-OWNED SUBSIDIARY OF DUTALAND BERHAD ("DUTALAND") ("CONSORTIUM AGREEMENT"); AND

(II) DEVELOPMENT AGREEMENT DATED 10 AUGUST 2007 ENTERED BETWEEN OPSB, KHE AND KH LAND SDN BHD ("KHL"), A WHOLLY-OWNED SUBSIDIARY OF KHE ("DEVELOPMENT AGREEMENT"),

(COLLECTIVELY REFERRED TO AS THE "PROPOSED TERMINATION")

PART B

INDEPENDENT ADVICE LETTER FROM NEWPARADIGM SECURITIES SDN BHD ("NEWPARADIGM") TO NON-INTERESTED SHAREHOLDERS OF OIB IN RELATION TO THE PROPOSED TERMINATION

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser for Part A

RHB Investment

RHB INVESTMENT BANK BERHAD
(Registration No. 197401002639 (19663-P))
(A Participating Organisation of Bursa Securities)

Independent Adviser for Part B

NewParadigm Securities

NEWPARADIGM SECURITIES SDN BHD
(Registration No. 198101000194 (66299-A))
(A Participating Organisation of Bursa Securities)

The above proposal will be tabled at the Extraordinary General Meeting ("**EGM**") of our Company, which will be held at Ballroom 1 & 2, Level 2, InterContinental Kuala Lumpur, 165 Jalan Ampang, 50450 Kuala Lumpur on Friday, 28 August 2026 at 10.00 a.m., or at any adjournment thereof. The Notice of EGM together with the Form of Proxy are enclosed in this Circular.

As a shareholder, in the event you wish to appoint a proxy, please complete, sign and return the Form of Proxy in accordance with the instructions printed thereon. The Form of Proxy should be completed and deposited with the Share Registrar of our Company situated at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8 Jalan Kerinchi 59200 Kuala Lumpur or in the dropbox located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or alternatively via Vistra Share Registry and IPO (MY) portal ("**Vistra SRMY portal**") at https://srmy.vistra.com, not less than forty-eight (48) hours before the time for holding the EGM.

Day, date and time of the EGM	:	Friday, 28 August 2026 at 10.00 a.m.
Last date and time for lodging the Form of Proxy	:	Wednesday, 26 August 2026 at 10.00 a.m.

This Circular is dated 11 August 2026

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:

GENERAL:

2003 Circular	:	Circular to our shareholders dated 29 September 2003 in relation to our restructuring scheme
Act	:	Companies Act 2016, as amended from time to time and any re-enactment thereof
Agreed Ratio	:	An agreed cost-revenue sharing ratio of 42% : 58% in favour of OPSB and KHE, respectively, pursuant to the Consortium Agreement
AGM	:	Annual general meeting
Board	:	Board of Directors of OIB
Bursa Securities	:	Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W))
Circular	:	This circular dated 11 August 2026 in relation to the Proposed Termination
CMSA	:	Capital Markets and Services Act 2007
Consortium Agreement	:	The consortium agreement dated 14 February 2003 entered into between OPSB and KHE
Development Agreement	:	The development agreement dated 10 August 2007 entered into by OPSB, KHE and KHL
DBKL	:	Dewan Bandaraya Kuala Lumpur
Director(s)	:	Any person who is or was within the preceding 6 months of the date on which the terms of the Proposed Termination were agreed upon a director or chief executive of our Company, its subsidiary or holding company, and shall have the meaning given in Section 2(1) of the CMSA
DMRR	:	Dairy Maid Resort & Recreation Sdn Bhd (Registration No. 198401006683 (119198-T)), a wholly-owned subsidiary of OIB
DESB	:	Duta Equities Sdn Bhd (Registration No. 198901006763 (0184066-T)) a major shareholder of our Company
DutaLand	:	DutaLand Berhad (Registration No. 196701000326 (7296-V))
DYWC	:	Datuk Yap Wee Chun
DSYWK	:	Dato’ Sri Yap Wee Keat

EGM	:	Extraordinary general meeting
EPS	:	Earnings per share
FPE	:	Financial period ended/ending, as the case may be
FYE	:	Financial year ended/ending, as the case may be
GDC	:	Gross development costs
GDV	:	Gross development value
IAL	:	Independent advice letter from NewParadigm to the non-interested shareholders of our Company in relation to the Proposed Termination, as set out in Part B of this Circular
Independent Adviser or NewParadigm	:	NewParadigm Securities Sdn Bhd (Registration No. 198101000194 (66299-A))
Independent Agreed Value	:	RM1,917.0 million for the Undeveloped Lands, comprising RM801.8 million allocated to OPSB and RM1,115.2 million allocated to KHE, as mutually agreed by OPSB and KHE pursuant to the Termination Agreement
Interested Directors	:	Collectively, TSDYYS and DSYWK
Interested Major Shareholders	:	Collectively, DESB, TSDYYS, DSYWK and DYWC
Interested Persons	:	Collectively, TSDYYS, DSYWK, DYWC and DESB
Independent Valuer or JLL	:	JLL Appraisal & Property Services Sdn Bhd (Registration No. 197201000331 (11943-W))
KHD	:	Kenny Height Developments Sdn Bhd (Registration No. 196801000168 (7799-A))
KHE	:	KH Estates Sdn Bhd (Registration No. 200201023019 (590682-A)), a wholly-owned subsidiary of DutaLand
KHL	:	KH Land Sdn Bhd (Registration No. 200201023064 (590727-V)), a wholly-owned subsidiary of KHE
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
LPD	:	13 July 2026, being the latest practicable date prior to the printing of this Circular
LPS	:	Loss per Share

Major Shareholder	:	A person who has an interest or interests in one or more voting shares in our Company and the number or aggregate number of those shares, is:- (a) 10% or more of the total number of voting shares in our Company; or (b) 5% or more of the total number of voting shares in our Company where such person is the largest shareholder of our Company, and includes any person who is or was within the preceding 6 months of the date on which the terms of the Proposed Termination were agreed upon, a major shareholder of our Company or any other company which is its subsidiary or holding company. For the purpose of this definition, "interest in shares" has the meaning given in Section 8 of the Act
Master Development Order	:	Development order dated 18 November 2016 approved by DBKL vide reference no. (41)dlm.DBKL.JPRB.1655/74 Bhg.2 [OSC(B) A13 T2 141229-379 (PT KM 150520), granted in favour of KH Developments, for the commercial development of Parcel 3, Parcel 6A, Parcel 6B, Parcel 7A, Parcel 7B, Parcel 7C, Parcel 8A and Parcel 8B, subject to the terms and conditions contained therein and as may be varied, altered or amended from time to time
NA	:	Net assets
OIB or Company	:	Olympia Industries Berhad (Registration No. 198001009242 (63026-U))
OIB Group	:	Collectively, OIB and its subsidiaries
OIB Share(s) or Share(s)	:	Ordinary share(s) in OIB
OPSB	:	Olympia Properties Sdn Bhd (Registration No. 199501039303 (368505-T)), a wholly-owned subsidiary of OIB
Principal Adviser or RHB Investment Bank	:	RHB Investment Bank Berhad (Registration No. 197401002639 (19663-P))
Project	:	A new township known as Kenny Heights Development (formerly known as Bandar Sri Duta) comprising of residential and commercial projects involving earthworks, infrastructure and the construction of condominium and office blocks and a retail outlet/mall on the Subject Lands
Proposed Termination	:	Proposed termination of the Consortium Agreement and the Development Agreement
SC	:	Securities Commission Malaysia

Subject Lands	:	Collectively, Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6A, Parcel 6B, Parcel 7A, Parcel 7B, Parcel 7C, Parcel 8A and Parcel 8B, being freehold lands to be developed pursuant to the Consortium Agreement
Termination Agreement	:	The termination agreement dated 14 April 2026 entered into between OPSB, KHE and KHL to terminate the Consortium Agreement and Development Agreement
Trust Deed	:	Trust deed agreement dated 25 January 2007 entered into between OPSB, KHE and the Trustee pursuant to the Consortium Agreement
Trustee	:	RHB Trustees Berhad (formerly known as OSK Trustees Berhad) (Registration No. 200201005356 (573019-U))
TSDYYS		Tan Sri Dato' Yap Yong Seong
Undeveloped Lands	:	The Subject Lands, save for Parcel 1, Parcel 2 and Parcel 5
Valuation Certificate	:	Certificate of valuation dated 19 May 2026 prepared by the Independent Valuer for the valuation of the Undeveloped Lands
Valuation Report	:	Valuation report dated 19 May 2026 prepared by the Independent Valuer for the valuation of the Undeveloped Lands

<u>SUBJECT LANDS:</u>

Parcel 1	:	A parcel of freehold land on lot 67801/Geran 77974, measuring 392,785 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur, which has been disposed pursuant to the Consortium Agreement
Parcel 2	:	A parcel of freehold land comprising lot 67802/Geran 72851, measuring 160,586 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur, which has been developed and sold pursuant to the Consortium Agreement and the Development Agreement
Parcel 3	:	A parcel of freehold land comprising lot 67613/Geran 70304, part of lots 67616/Geran 70305 and 62215/Geran 66942, measuring 386,166 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur, which beneficial ownership is held by OPSB
Parcel 4	:	A parcel of freehold land comprising lot 57489/Geran 54153, measuring 71,688 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur, which beneficial ownership is held by KHE
Parcel 5	:	A parcel of freehold land comprising lot 57491/Geran 54150, measuring 239,389 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur, which has been disposed pursuant to the Consortium Agreement

Parcel 6A	:	A parcel of freehold land comprising part of lots 62216/Geran 66943, 21764/Geran 5362, 21765/Geran 5363 and 57487/Geran 54154, measuring 596,364 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by KHE
Parcel 6B	:	A parcel of freehold land comprising part of lot 62215/Geran 66942, measuring 65,940 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by OPSB
Parcel 7A	:	A parcel of freehold land comprising part of lots 62216/Geran 66943, 21764/Geran 5362 and 21765/Geran 5363, measuring 151,588 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by KHE
Parcel 7B	:	A parcel of freehold land comprising part of lots 57487/Geran 54154 and 21765/Geran 5363, measuring 140,340 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by KHE
Parcel 7C	:	A parcel of freehold land comprising lot 57490/Geran 54149, part of lots 57487/Geran 54154 and 57488/Geran 54152, measuring 236,623 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by KHE
Parcel 8A	:	A parcel of freehold land comprising lot 67611/Geran 70300, part of lots 67615/Geran 70301 and 62215/Geran 66942, measuring 244,664 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by OPSB
Parcel 8B	:	A parcel of freehold land comprising part of lot 62216/Geran 66943, measuring 53,594 square feet located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur which beneficial ownership is held by KHE

CURRENCY:

RM and sen	:	Ringgit Malaysia and sen, respectively

All references to "**our Company**" in this Circular are to OIB, and references to "**our Group**" are to our Company and our subsidiaries. References to "**we**", "**us**", "**our**" and "**ourselves**" are to our Company, and where the context otherwise requires, shall include our subsidiaries. All references to "**you**" in this Circular are to our shareholders.

Words denoting the singular shall, where applicable, include the plural and vice versa, and words denoting the masculine shall, where applicable, include the feminine and/or neuter gender, and vice versa. References to persons shall include corporations, unless otherwise specified.

Any reference in this Circular to any enactment or Listing Requirements is a reference to that enactment or Listing Requirements as for the time being amended or re-enacted. Any reference to time of day in this Circular shall be a reference to Malaysian time, unless otherwise stated. Any discrepancies in the tables included in this Circular between the amounts stated, actual figures and the totals thereof are due to rounding.

Certain statements in this Circular may be forward-looking in nature, which are subject to uncertainties and contingencies. Forward-looking statements may contain estimates and assumptions made by our Board after due enquiry, which are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Circular should not be regarded as a representation or warranty that our Group's plans and objectives will be achieved.

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PART A

LETTER TO OUR SHAREHOLDERS IN RELATION TO THE PROPOSED TERMINATION

All definitions used in this Executive Summary shall have the same meaning as the words and expressions provided in the "Definitions" section.

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION ON THE PROPOSED TERMINATION AS SET OUT IN PART A OF THIS CIRCULAR. YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE ENTIRE CONTENTS OF THE ENTIRE PART A OF THIS CIRCULAR WITHOUT RELYING SOLELY ON THIS EXECUTIVE SUMMARY BEFORE VOTING ON THE ORDINARY RESOLUTION PERTAINING TO THE PROPOSED TERMINATION TO BE TABLED AT OUR FORTHCOMING EGM.

Key information	**Summary**	**Reference to Circular (Part A)**
Details of the Proposed Termination	Based on the Consortium Agreement, OPSB and KHE intended to jointly develop the Subject Lands into the Project. The Consortium Agreement was entered into as part of our Company's restructuring scheme as per our 2003 Circular. Under the said restructuring scheme, our Company, via OPSB, had also undertaken the acquisition of Parcel 1, Parcel 2, Parcel 3, Parcel 6B, and Parcel 8A of the Subject Lands from KHD for a purchase consideration of RM189.0 million, based on valuation approved by the SC. As announced on 25 January 2007, the Trust Deed was entered into on the same date between the Trustee, OPSB and KHE. Pursuant thereto, the Subject Lands were transferred to the Trustee, who holds the legal title to the Subject Lands on trust for and on behalf of OPSB and KHE respectively, in accordance with the terms of the Trust Deed. OPSB, KHE and KHL entered into the Development Agreement for the appointment of KHL as the developer to develop Parcel 1, Parcel 2 and such other parcels of the Subject Lands as may be mutually agreed by OPSB and KHE. In April 2011 and April 2017, Parcel 5 and Parcel 1 of the Subject Lands were sold respectively, while Parcel 2 was developed into a housing development known as Kenny Heights Estate, comprising 49 town villas and the units in the development were fully sold. As at the LPD, the Undeveloped Lands, save for a temporary car park constructed on Parcel 7C which is not operational, remain undeveloped due to various factors, including but not limited to, misalignment in relation to development strategies, different risk appetites, different capital allocation objectives for OPSB and KHE and a combination of unforeseen economic and market conditions. These factors created considerable challenges in securing sufficient internal and external funding and maintaining the commercial viability of the proposed development. Under the Termination Agreement, OPSB, KHE and KHL have agreed to mutually terminate the Consortium Agreement and Development Agreement. OPSB and KHE have also agreed to enter into a separate deed of revocation to terminate the Trust Deed.	Section 2

Key information	Summary	Reference to Circular (Part A)
	OPSB and KHE have mutually agreed on RM1,917.0 million as the Independent Agreed Value for the Undeveloped Lands which was derived from the average market value of the Undeveloped Lands as ascribed by the Independent Valuer and DutaLand's valuer of RM1,911.4 million and RM1,922.6 million, respectively. The Independent Agreed Value comprises RM801.9 million portion to OIB and RM1,115.2 million portion to KHE, representing 41.8% and 58.2%, respectively. As the deviation falls within the agreed 0.5% tolerance, pursuant to the Termination Agreement, no payment or reimbursement is payable to any party. Pursuant to the Termination Agreement, OPSB and KHE have agreed that upon the termination date, the distribution of assets, liabilities, income and expenses accruing from the joint operations under the Consortium Agreement up to such date, shall be made in accordance with the Agreed Ratio. The Proposed Termination does not involve any transfer of land or payment of consideration between the parties to the Consortium Agreement and the Development Agreement as it merely provides for the termination of such agreements, with each party retaining their respective ownership of the Undeveloped Lands, which are currently held in trust by the Trustee.	
Rationale for the Proposed Termination	The Consortium Agreement and Development Agreement were entered into when both parties had shared a common vision to jointly develop the Subject Lands. However, both companies' business priorities, financial positions, commercial objectives and prevailing market conditions have evolved. Our Company believes that the Consortium Agreement and Development Agreement no longer allows OPSB to execute its objectives for its share of the Undeveloped Lands effectively. With the termination of the Consortium Agreement, both OPSB and KHE can deal with the respective portion of the Undeveloped Lands, without the requirement for mutual consultation. Our Company is of the view that OPSB stands to benefit from the flexibility to plan and implement initiatives by emphasising on expeditious monetisation of the Undeveloped Lands. Given the recent financial performance of our Group including losses from our property development segment and share of losses from the joint operations, our Company intends to address the challenges by the segment which had been unprofitable for the past 3 financial years via the monetisation or development of our portion of the Undeveloped Lands. Following the Proposed Termination, OPSB and KHE will continue to be bound by the obligations under the Master Development Order as preserved pursuant to the Termination Agreement. The Termination Agreement does not inhibit either party from planning, pursuing its own business strategies and implementing and managing initiatives relating to its respective portions of the Undeveloped Lands.	Section 3

Key information	**Summary**	**Reference to Circular (Part A)**
Risk factors	The risk factors relating to the Proposed Termination include, but are not limited to the following: (i) development risk; (ii) financial and operational risk; and (iii) regulatory risk.	Section 5
Approvals required	The Proposed Termination is subject to the following being obtained: (i) the approval of our Company's non-interested shareholders at the forthcoming EGM; (ii) the approval of DutaLand's non-interested shareholders at their forthcoming EGM; and (iii) the approval, consent and/or sanction of any other relevant authorities, if required. The Proposed Termination is not conditional upon any other corporate exercise undertaken or to be undertaken by our Company.	Section 7
Interests of Directors, Major Shareholders and/or persons connected with them	Save as disclosed below, none of our Directors, Major Shareholders and/or persons connected with them have any interest, whether direct and/or indirect, in the Proposed Termination: (i) TSDYYS, who is our Group Managing Director and a Major Shareholder of our Company, is deemed interested in the Proposed Termination by virtue of him being the Group Managing Director of DutaLand and a Major Shareholder of DutaLand with direct and indirect shareholdings of 65.1% as at the LPD; (ii) DSYWK, being our Executive Director and a Major Shareholder of our Company, is deemed interested in the Proposed Termination by virtue of him being a Major Shareholder in DutaLand with direct and indirect shareholders of 65.1% as at the LPD; (iii) DYWC, being a Major Shareholder of our Company, is deemed interested in the Proposed Termination by virtue of him being the Executive Director and a Major Shareholder of DutaLand with direct and indirect shareholders of 65.1% as at the LPD; and (iv) DESB, being a Major Shareholder of our Company, of which its sole shareholder is TSDYYS.	Section 9

Key information	**Summary**	**Reference to Circular (Part A)**
Audit Committee's Statement	The Audit Committee of our Company, after taking into consideration of all aspects of the Proposed Termination as well as the evaluation and recommendation of the Independent Adviser on the Proposed Termination, is of the opinion that the Proposed Termination is: (i) in the best interest of our Company; (ii) fair, reasonable and on normal commercial terms; and (iii) not detrimental to the interest of the non-interested shareholders of our Company.	Section 11
Directors' statement and recommendation	Our Board, save for the Interested Directors, after having considered all aspects of the Proposed Termination, including but not limited to the salient terms of the Termination Agreement, the rationale, risk factors and the effects of the Proposed Termination as well as the evaluation and recommendation of the Independent Adviser on the fairness and reasonableness of the Proposed Termination, is of the opinion that the Proposed Termination is fair, reasonable and in the best interest of our Company. Accordingly, our Board (save for the Interested Directors) recommends that you vote **IN FAVOUR** of the resolution pertaining to the Proposed Termination to be tabled at our forthcoming EGM.	Section 12

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OLYMPIA INDUSTRIES BERHAD

(Registration No. 198001009242 (63026-U))
(Incorporated in Malaysia)

Registered office:

Level 23, Menara Olympia
No. 8, Jalan Raja Chulan
50200 Kuala Lumpur
11 August 2026

Board of Directors:

Y.A.M. Tunku Naquiyuddin ibni Almarhum Tuanku Jaafar	*(Chairman, Non-Independent Non-Executive Director)*
Tan Sri Dato' Yap Yong Seong	*(Group Managing Director)*
Dato' Sri Yap Wee Keat	*(Executive Director)*
Ng Ju Siong	*(Non-Independent Non-Executive Director)*
Wong Siew Si	*(Independent Non-Executive Director)*
Dato' Mohd Zahir bin Zahur Hussain	*(Independent Non-Executive Director)*

To: Our Shareholders

Dear Sir/Madam,

PROPOSED TERMINATION

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1. INTRODUCTION

On 14 April 2026, RHB Investment Bank had, on behalf of our Board, announced that OPSB, KHE and KHL had, on even date, entered into the Termination Agreement for the Proposed Termination.

Our Company had previously on 30 October 2003 obtained from its shareholders the approval for, amongst others, a proposed joint operation as a consortium between OPSB and KHE to develop the Subject Lands.

Following such approval, OPSB and KHE had appointed KHL as the developer to develop the Subject Lands under the Development Agreement.

The Proposed Termination is deemed a material amendment, modification or variation to a proposal pursuant to Paragraph 8.22 of the Listing Requirements.

In addition, by virtue of the interests of the Interested Directors and the Interested Persons in the Proposed Termination as set out in **Section 9 of Part A** of this Circular, the Proposed Termination is deemed as a related party transaction and will be subject to the approval of the non-interested shareholders of our Company to be obtained at our forthcoming EGM.

Accordingly, our Board (save for the Interested Directors) had on 6 November 2025 appointed NewParadigm as the Independent Adviser to advise the non-interested directors and non-interested shareholders of our Company on the Proposed Termination. The IAL from NewParadigm in relation to the Proposed Termination is set out in Part B of this Circular.

THE PURPOSE OF PART A OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSED TERMINATION AND TO SEEK YOUR APPROVAL FOR THE RESOLUTION PERTAINING TO THE PROPOSED TERMINATION TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF THE EGM TOGETHER WITH THE FORM OF PROXY ARE ENCLOSED IN THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR AND THE IAL BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED TERMINATION TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED TERMINATION

2.1 Background information on the Consortium Agreement and Development Agreement

2.1.1 The Consortium Agreement

Based on the Consortium Agreement, OPSB and KHE intended to jointly develop the Subject Lands into the Project. The original master plan for the Project was approved via layout plan and development orders issued by Jabatan Perancang dan Kawalan Bangunan, DBKL dated 3 September 1997, 17 September 1997, 12 October 1999 and 18 November 2016.

The Consortium Agreement was entered into as part of our Company's restructuring scheme as per our 2003 Circular. Under the same restructuring scheme, our Company, via OPSB, had also undertaken an acquisition of Parcel 1, Parcel 2, Parcel 3, Parcel 6B and Parcel 8A of the Subject Lands from KHD for a purchase consideration of RM189.0 million, while DutaLand via KHE, had undertaken the acquisition of Parcel 4, Parcel 5, Parcel 6A, Parcel 7A, Parcel 7B, Parcel 7C and Parcel 8B from KHD for a purchase consideration of RM261.0 million. As announced on 25 April 2007, OPSB completed the acquisition of its portion of the Subject Lands on even date.

As disclosed in our 2003 Circular, the acquisition of OPSB's portion of the Subject Lands were deemed as related party transactions in view of the following interests then:

(i) TSDYYS, a major shareholder of our Company, was deemed major shareholder in KHD through his wife's, Puan Sri Datin Leong Li Nar ("**PSDLLN**"), direct and indirect shareholding and his son's DYWC, indirect interest in KHD;

(ii) DSYWK, a major shareholder of our Company, was deemed a major shareholder in KHD through his mother's, PSDLLN, direct and indirect shareholding and his brother's, DYWC, indirect interest in KHD;

(iii) DYWC, a major shareholder of our Company, was deemed a major shareholder in KHD through his indirect interest and his mother's, PSDLLN, direct and indirect shareholding in KHD; and

(iv) PSDLLN was a major shareholder in KHD through her direct and indirect shareholding and her son's, DYWC, indirect interest in KHD.

As disclosed in our 2003 Circular, the primary objective of the restructuring exercise was to put our Group on a stronger financial footing to enable our Group to continue as a going concern, return to profitability and enhance returns to shareholders in the long run. Pursuant to the above, OPSB and KHE each have obtained an independent market valuation for their respective acquisition of parcels of the Subject Lands and based on such valuations, concluded on the purchase consideration for the Subject Lands and the Agreed Ratio for the Consortium Agreement as follows:

	Valuation as approved by the SC[1] / Purchase consideration RM'million	**Agreed Ratio (%)**
OPSB	189.0	42.0
KHE	261.0	58.0
Total	**450.0**	**100.0**

Note:

(1) *The valuation was undertaken by Jones Lang Wootton with a valuation report dated 1 August 2000 and was approved by the SC on 8 March 2002 (Source: 2003 Circular).*

2.1.2 The Trust Deed

Under the Consortium Agreement and for the purposes of undertaking and implementing the development of the Project, OPSB and KHE agreed that the Subject Lands would be transferred to a trustee to hold the said lands on trust for the parties. Accordingly, as announced on 25 January 2007, the Trust Deed was entered into on the same date between the Trustee, OPSB and KHE. Pursuant to the Trust Deed, the Subject Lands were then transferred to the Trustee, who shall hold the legal title to the Subject Lands on trust for and on behalf of OPSB and KHE, respectively, in accordance with the terms of the Trust Deed.

For the purpose of facilitating the implementation of the Project and the administration of matters relating to the Subject Lands, OPSB and KHE intend that the Subject Lands shall be held on trust by the Trustee. Pursuant to such trust arrangement, the legal title to the Subject Lands shall be vested in the Trustee, who shall also be granted the necessary power of attorney on behalf of OPSB and KHE in relation to the Subject Lands. This arrangement is intended to facilitate the implementation of the Project, including the issuance of the Master Development Order, which could only be issued in the name of a single legal entity.

Instead of establishing a special purpose vehicle company or form an incorporated joint venture company, the joint operation arrangement pursuant to the Consortium Agreement with appointment of KHL to undertake the Project was intended to enable each party to retain the beneficial ownership of its respective land. Such approach would also avoid additional time, costs and administrative requirements associated with the establishment and maintenance of a separate entity.

2.1.3 The Development Agreement

OPSB, KHE and KHL have entered into the Development Agreement for the appointment of KHL as the developer to develop Parcel 1, Parcel 2 and such other parcels of the Subject Lands as may be mutually agreed by OPSB and KHE.

The Development Agreement was only entered into on 10 August 2007, subsequent to the completion of our restructuring scheme on 25 April 2007.

2.1.4 Information on the Project

Based on our 2003 Circular, an area covering 50.93 acres of the Subject Lands were intended to be developed under Stage 1 of the Project, comprising 1,634 residential condominiums, 3,399,800 square feet of commercial office blocks and 265,000 square feet of retail components. The entire proposed development was to be made available for sale to the public. Details on the development such as number of blocks and storeys for the proposed phases were to be determined at a later stage, considering the changing customer profile and preferences for such development. Based on the proposed layout plan of Stage 1, the GDV for the development was estimated to exceed RM2.9 billion and the GDC was projected at approximately RM2.3 billion, of which OPSB's share was approximately RM960.8 million and KHE's share was approximately RM1.3 billion, at the material time. The gross profits were estimated to exceed RM600.0 million, of which OPSB's share was expected to be approximately RM258.0 million and KHE's share was expected to be approximately RM356.4 million. The approval of the development order for Stage 1 of the Project was subject to the payment of development charges, amongst others. The development initially was to be funded from the rights issue exercise by our Company and DutaLand and subsequently with internally generated funds of the Project.

As disclosed in the 2003 Circular, the development of Stage 1 was proposed to be carried out in phases over a period of 10 years, subject to the future market conditions. Based on the assumption that the restructuring is completed by the first quarter of 2004, following the first launch 6 months from completion date, and construction commencing 9 months from the completion date, the proposed development under Stage 1 was expected to commence in October 2004 and completed in May 2012. In respect of the remaining areas not under the development of Stage 1, there were no immediate plans on its future development.

2.1.5 Details on sale of Parcel 1, Parcel 2 and Parcel 5

In April 2011 and April 2017, Parcel 5 and Parcel 1 of the Subject Lands were sold, respectively, while Parcel 2 was developed into a housing development known as Kenny Heights Estate, comprising 49 town villas and all the units in the development were fully sold.

Details on the development and sale of Parcel 2 are as follows:

GDC	:	RM147,757,914
GDV	:	RM213,702,380
Commencement date[(1)]	:	April 2008
Completion date[(2)]	:	March 2011
Number of units sold	:	49 units

Notes:

(1) Refers to the date of first unit sold.

(2) Refers to the date of issuance of certificate of completion and compliance for the development project.

Parcel 1 and Parcel 5 of the Subject Lands were not developed and were sold as vacant lands. The sale of such parcels as vacant land were in order to realise our investments, reduce our borrowings and fund our working capital requirements mainly for sales and marketing and administrative and staff costs at the material time. Both disposals of land were not subject to our shareholders' approval at the material time.

Further details of the sale of Parcel 1, Parcel 2 and Parcel 5 are as follows:

	Parcel 1[1] RM'000	**Parcel 2 RM'000**	**Parcel 5[2] RM'000**
Sale consideration	150,000	65,944[3]	76,000
Less: Infrastructure costs incurred	(10,000)	-	-
Less: Premium for conversion of land[4]	-	-	(5,183)
Less: Redemption of borrowings	(99,000)	-	(54,881)
Net consideration	**41,000**	**65,944**	**15,936**
Distribution of net consideration (based on the Agreed Ratio):			
OPSB	17,220[5]	27,696[5]	6,693[5]
KHE	23,780	38,248	9,243
Total	**41,000**	**65,944**	**15,936**

(Source: Our management and our Circular dated 30 August 2018 in relation to a settlement of RM45.4 million owing by OPSB to KHE by way of transfer and delivery of vacant or legal possession of 12 units of condominiums together with 39 car park bays.)

Notes:

(1) *Parcel 1 was disposed to Semanja Hartamas Sdn Bhd at a sale price of RM150.0 million.*

(2) *Parcel 5 was disposed to Seri Sentosa Kiara Sdn Bhd at a sale price of RM76.0 million.*

(3) *Amount refers to the gross development profit.*

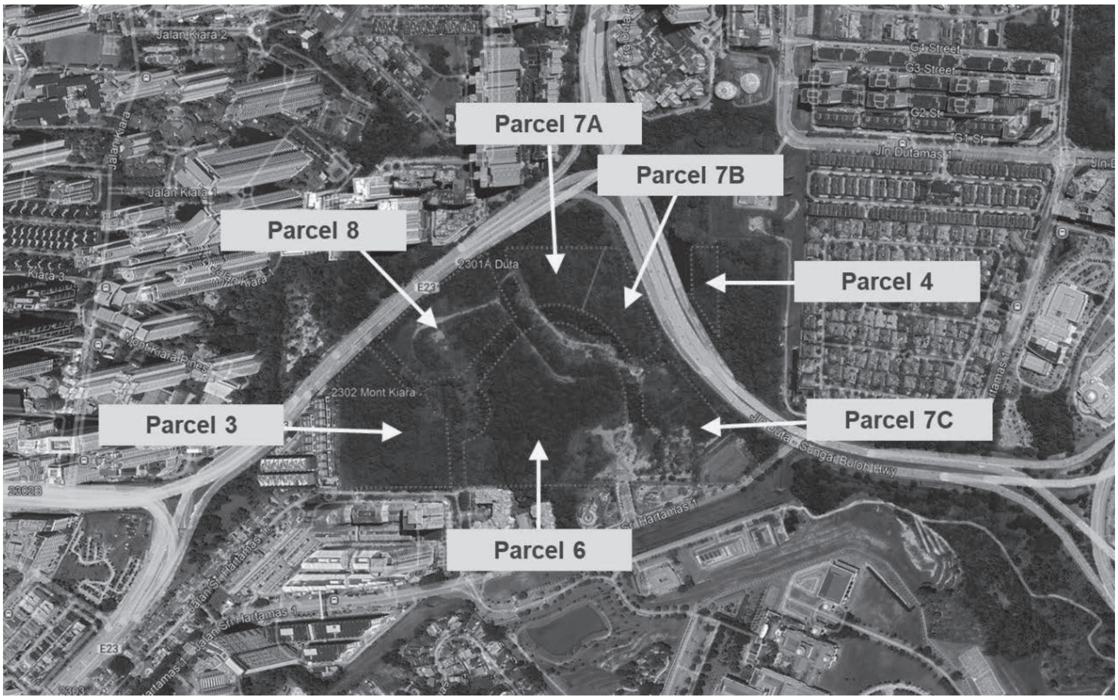
(4) *Refers to conversion of land category from "agriculture" to "building".*

(5) *Distribution of net consideration to OPSB of RM17.2 million, RM27.7 million and RM6.7 million for Parcel 1, Parcel 2 and Parcel 5, respectively, was used to fund our Group's working capital.*

2.2 Information on the Undeveloped Lands

The Undeveloped Lands are located within Mukim Batu, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur in an established area bordered by Mont Kiara, Damansara Heights, Dutamas and Sri Hartamas, within a well-connected corridor of Kuala Lumpur. The location provides accessibility via major roads including Jalan Tuanku Abdul Halim, Jalan Duta-Sungai Buloh Highway, the SPRINT Highway and the New Klang Valley Expressway (NKVE), connecting to the Kuala Lumpur city centre, Petaling Jaya and other business districts. Geographically, the Undeveloped Lands are located approximately 5.5 kilometres from the Kuala Lumpur city centre.

The location map for the Undeveloped Lands is as follows:



(Source: Valuation Report)

Referring to the map above, Parcel 6 comprises of Parcel 6A and Parcel 6B whereas Parcel 8 comprises of Parcel 8A and Parcel 8B, respectively.

According to the layout plan of the Master Development Order, the Undeveloped Lands (save for Parcel 4) will be developed under 8 parcels of land with an approval for total gross floor area of 18,315,537 sq. ft., with a permissible plot ratio of 1:8. An initial development charge deposit of RM1.0 million has been paid while the final development charges will be determined later based on prevailing market valuations of the parcels. The validity of the development orders has been extended several times, with the final correspondence from DBKL via its letter to KHL dated 2 July 2023, informed that the Master Development Order shall remain indefinitely.

For information purposes, Parcel 4, which is not part of the Master Development Order, has a permissible plot ratio of 1:4.

As at the LPD, the Undeveloped Lands, save for a temporary car park constructed on Parcel 7C which is not operational, remain undeveloped due to various factors, including but not limited to, misalignment in relation to development strategies, different risk appetites, different capital allocation objectives for OPSB and KHE and a combination of unforeseen economic and market conditions. The prevailing economy and market conditions affected the viability and timing of the development vis-à-vis the global financial crisis from 2008 to 2009 and compounded by the COVID-19 pandemic from 2020 to 2022. In addition to these external factors, the auditors of our Company had highlighted a material uncertainty related to going concern in our audited financial statements since the financial year ended 31 December 2019, which has hindered our ability to secure further funding and development of our portion of the Undeveloped Lands. The cumulative impact of these factors created considerable challenges for both OPSB and KHE in securing sufficient internal and external funding and maintaining the commercial viability of undertaking a large-scale integrated development pursuant to the Consortium Agreement. Notwithstanding these challenges, the joint operation successfully developed and sold Parcel 2 between 2008 to 2011.

The details of the 9 parcels of Undeveloped Lands are summarised below:

Parcel / Beneficial owner	Title no.	Lot no.	Land area sq. ft.	Land tenure	Category of land use	Express condition	Existing condition	Restriction of interest	Encumbrances	Market value RM'million	Audited net book value as at 31 December 2025 RM'million
3[(1)] / OPSB	Geran 70304, 70305 (part) and 66942 (part)	Lot 67613, 67616 (part) and 62215 (part)	386,166	Interest in perpetuity	Building, in respect of Lot 67613 and Lot 67616. Agriculture, in respect of Lot 62215.	"*Tanah ini hendaklah digunakan untuk pembangunan bercampur bagi tujuan kediaman dan perdagangan sahaja*" in respect of Lot 67613 and Lot 67616. Nil, in respect of Lot 62215.	Vacant development /agriculture land overgrown with bushes and unknown trees	Nil	In respect of Lot 62215, charged by the Trustee to OSK Capital Sdn Bhd, registered on 23 April 2026.[(7)]	493.7	92.9[(8)]
4[(2)] / KHE	Geran 54153	Lot 57489	71,688	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	Nil	44.6	12.2
6A[(3)] / KHE	Geran 66943 (part), 5362 (part), 5363 (part) and 54154 (part)	Lot 62216 (part), 21764 (part), 21765 (part) and 57487 (part)	596,364	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	Nil	500.0	114.3

Parcel / Beneficial owner	Title no.	Lot no.	Land area sq. ft.	Land tenure	Category of land use	Express condition	Existing condition	Restriction of interest	Encumbrances	Market value RM'million	Audited net book value as at 31 December 2025 RM'million
6B[3] / OPSB	Geran 66942 (part)	Lot 62215 (part)	65,940	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	In respect of Lot 62215, charged by the Trustee to OSK Capital Sdn Bhd, registered on 23 April 2026.[7]	55.3	12.6[9]
7A[4] / KHE	Geran 66943 (part), 5362 (part) and 5363 (part)	Lot 62216 (part), 21764 (part) and 21765 (part)	151,588	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	Nil	129.2	29.7
7B[4] / KHE	Geran 54154 (part) and 5363 (part)	Lot 57487 (part) and 21765 (part)	140,340	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	Nil	121.6	27.5

Parcel / Beneficial owner	Title no.	Lot no.	Land area sq. ft.	Land tenure	Category of land use	Express condition	Existing condition	Restriction of interest	Encumbrances	Market value RM'million	Audited net book value as at 31 December 2025 RM'million
7C[5] / KHE	Geran 54154 (part), 54152 (part) and 54149	Lot 57487 (part), 57488 (part) and 57490	236,623	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees with the exception of a temporary parking lot not in operation	Nil	Nil	271.1	46.4
8A[6] / OPSB	Geran 70300, 70301 (part) and 66942 (part)	Lot 67611, 67615 (part) and 62215 (part)	244,664	Interest in perpetuity	Building, in respect of Lot 67611 and Lot 67615. Agriculture, in respect of Lot 62215.	"*Tanah ini hendaklah digunakan untuk pembangunan bercampur bagi tujuan kediaman dan perdagangan sahaja*" in respect of Lot 67611 and Lot 67615. Nil in respect of Lot 62215.	Vacant development /agriculture land overgrown with bushes and unknown trees	Nil	In respect of Lot 62215, charged by the Trustee to OSK Capital Sdn Bhd, registered on 23 April 2026. [7]	250.6	48.6[10]

Parcel / Beneficial owner	Title no.	Lot no.	Land area sq. ft.	Land tenure	Category of land use	Express condition	Existing condition	Restriction of interest	Encumbrances	Market value RM'million	Audited net book value as at 31 December 2025 RM'million
8B[6] / KHE	Geran 66943 (part)	Lot 62216 (part)	53,594	Interest in perpetuity	Agriculture	Nil	Vacant agriculture land overgrown with bushes and unknown trees	Nil	Nil	45.3	10.0
									Total	**1,911.4**	**394.3**

(Source: Termination Agreement, Valuation Certificate, Valuation Report and management accounts of the joint operations (in respect of the net book value of the Undeveloped Lands).)

Notes:

(1) *Parcel 3 is not contiguous to other parcels of land.*

(2) *Parcel 4 is not contiguous to other parcels of land.*

(3) *Parcel 6A and Parcel 6B are contiguous to one another and share the same plot of land.*

(4) *Parcel 7A and Parcel 7B are contiguous to one another and share the same plot of land.*

(5) *Parcel 7C is not contiguous to other parcels of land.*

(6) *Parcel 8A and Parcel 8B are contiguous to one another and share the same plot of land.*

(7) *For information purposes, Lot 62215 was previously charged to OSK Capital Sdn Bhd for RM5.0 million financing which was subsequently discharged and recharged for a refinancing facility of RM30.0 million on 23 April 2026.*

As the Proposed Termination does not involve any transfer of land or payment of consideration between the parties to the Consortium Agreement and the Development Agreement, but merely the termination of such agreements, each party will retain their respective ownership of the Undeveloped Lands. As such, the existing encumbrances will remain following the termination of the Consortium Agreement and Development Agreement and OPSB shall bear the costs of discharging such encumbrances in the future.

(8) *Amount consists of original cost of investment of RM62.2 million and capitalisation of subsequent expenditures in relation to Parcel 3 of RM30.7 million.*

(9) *Amount consists of original cost of investment of RM11.5 million and capitalisation of subsequent expenditures in relation to Parcel 6B of RM1.1 million.*

(10) *Amount consists of original cost of investment of RM40.3 million and capitalisation of subsequent expenditures in relation to Parcel 8A of RM8.3 million.*

Save for Parcel 4, each of the land parcel stretches through several land titles and lots. Therefore, these parcels that are identified based on the Master Development Order, are being described as being "part" of certain titles and lots. For clarity, there is no overlapping in terms of the beneficial ownership for the land titles and lots described as being "part". The respective land title will be retained by the beneficial owner after the Proposed Termination.

2.3 Proposed Termination

Under the Termination Agreement, OPSB, KHE and KHL have agreed to mutually terminate the Consortium Agreement and Development Agreement. OPSB and KHE have also agreed to enter into a separate deed of revocation to terminate the Trust Deed.

Pursuant to the Termination Agreement, OPSB and KHE have agreed that upon the termination date, the distribution of assets, liabilities, income and expenses accruing from the joint development under the Consortium Agreement up to such date, shall be made in accordance with the Agreed Ratio, subject always to Clause 2.4 of the Termination Agreement as set out in **Appendix I of Part A** of this Circular.

In addition to the above, in respect of Parcel 2 which was developed and fully sold, OPSB and KHE have agreed for KHL, as the developer, to continue discharge and perform all outstanding obligations and liabilities arising from the development of Parcel 2, including without limitation, applying for and procuring the subdivision of the Parcel 2 title and obtaining the issuance of separate issue documents of titles, arising from the development of Parcel 2. Such obligations shall continue until all such obligations and liabilities have been fully discharged and performed by KHL, and OPSB and KHE have mutually confirmed in writing that the relevant works have been duly completed. The costs and expenses required to perform and discharge such residual obligations are currently estimated at approximately RM0.1 million, comprising principally subdivision and strata title application costs, survey, professional and authority fees, and legal and professional fees for the finalisation of the project accounts. Such costs and expenses shall continue to be borne by OPSB and KHE in accordance with the Agreed Ratio. Similarly, for the remaining Undeveloped Lands, both OPSB and KHE have agreed that should there be any outstanding costs, expenses or liabilities relating to the Undeveloped Lands incurred prior to the date of the Termination Agreement, the relevant payment or disbursement shall continue as a residual obligation until fully discharged. As at the LPD, such costs are estimated at approximately RM14.8 million, which shall continue to be borne by OPSB and KHE in accordance with the Agreed Ratio.

The Proposed Termination does not involve any transfer of land or payment of consideration between parties to the Consortium Agreement and the Development Agreement as it merely provides for the termination of such agreements, with each party retaining their respective ownership of the Undeveloped Lands, which are currently held on trust by the Trustee.

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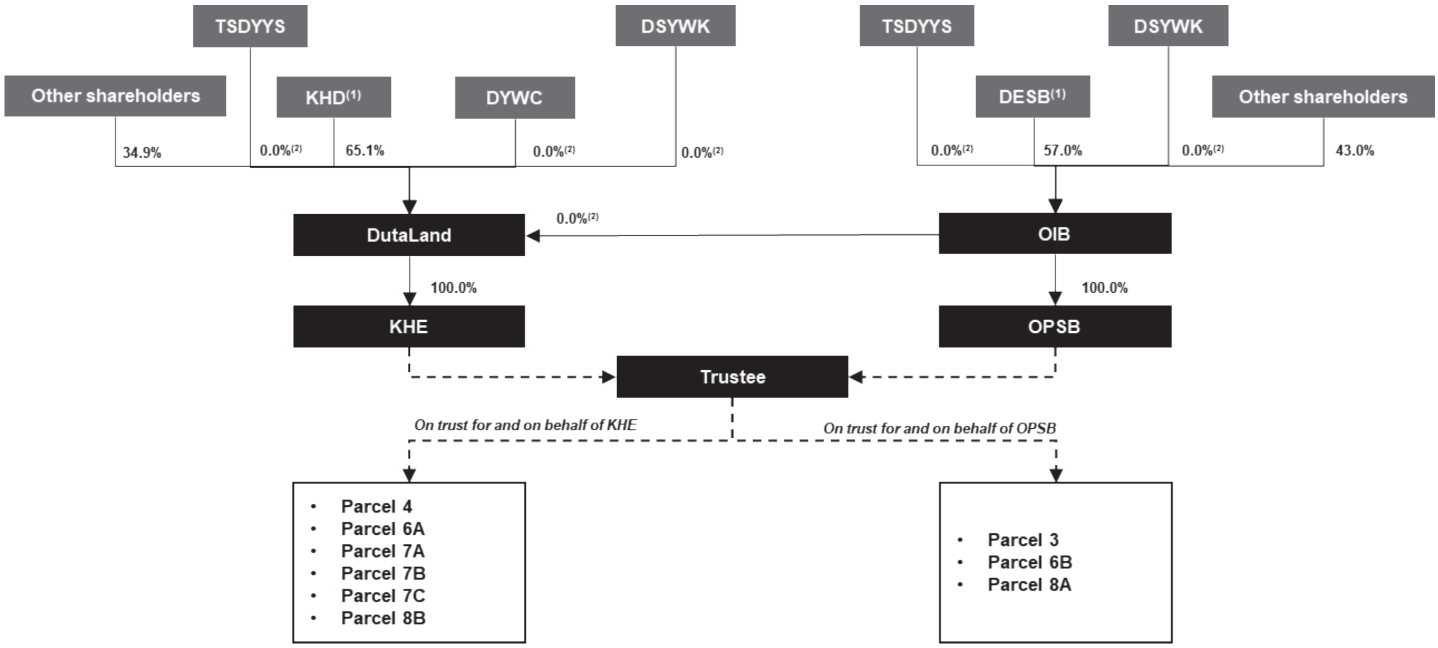
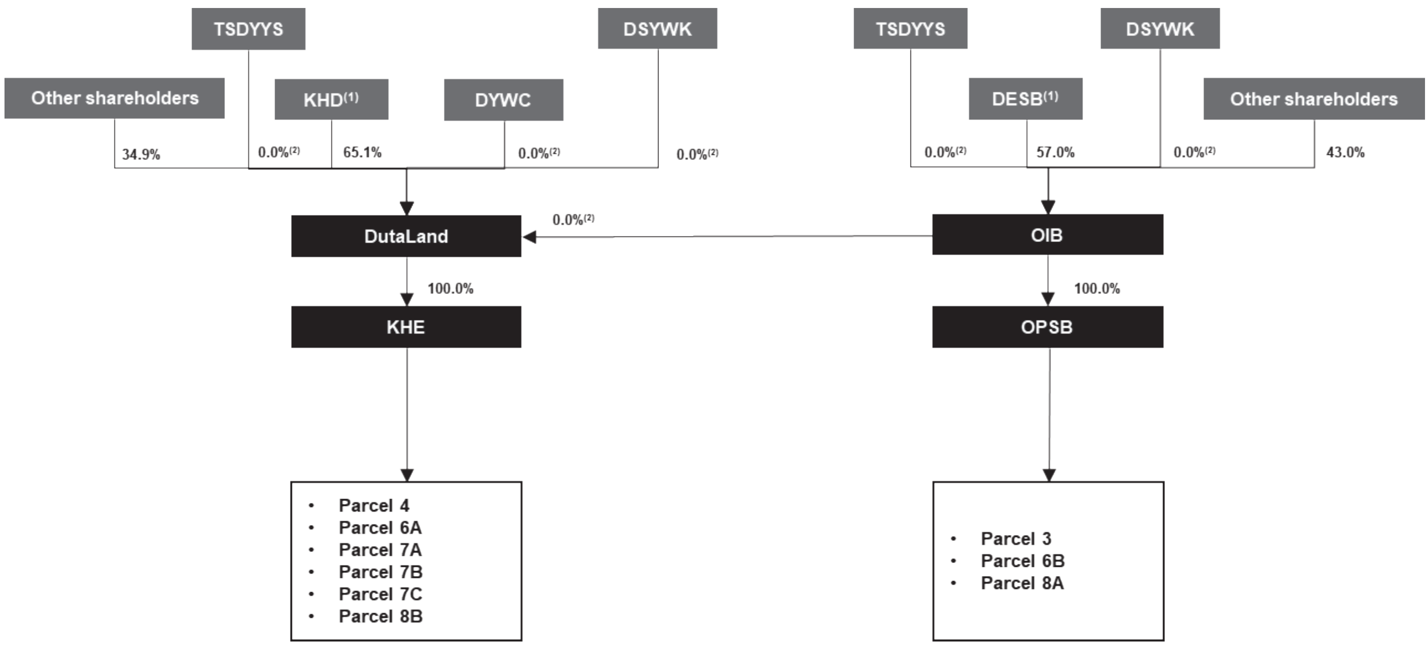
The structure as at the LPD and after the Proposed Termination are illustrated in the diagrams below:

<u>As at the LPD</u>



<u>After the Proposed Termination</u>



Notes:

(1) *TSDYYS is the sole shareholder of DESB and KHD. TSDYYS is also a common Director for our Company and DutaLand.*

(2) *Amount is negligible.*

Our Company has appointed the Independent Valuer to undertake an independent valuation on the Undeveloped Lands to determine the current market value of each parcel of the Undeveloped Lands based on the respective ownership of OPSB and KHE. Such valuation exercise, which was undertaken on 22 December 2025, was for reference purposes only to ascertain the sharing ratio between OPSB and KHE based on the current market value of the Undeveloped Lands. The Independent Valuer has appraised the Undeveloped Lands at RM1,911.4 million. A similar valuation was also undertaken by DutaLand. For the purpose of this Circular, an updated valuation was undertaken by the Independent Valuer on the valuation date of 12 May 2026 and the market value of the Undeveloped Lands remained at RM1,911.4 million.

In arriving at the opinion of the market value of the Undeveloped Lands, the Independent Valuer has appraised the Undeveloped Lands using the comparison method as the only preferred valuation method. The comparison method involves the process of comparing the Undeveloped Lands with recent transactions of similar properties in the vicinity and making appropriate adjustments to account for differences. This methodology takes into account various critical factors, including time, location, land size, terrain, accessibility, category of land use, zoning, plot ratio, tenure and other relevant features to ascertain a fair and reasonable value. The Independent Valuer has gathered market information from diverse sources, including transaction data published by government agencies, public announcements by listed companies and its internal proprietary database.

Meanwhile, the residual method may not be appropriate as it requires multiple assumptions and estimations regarding the development due to the absence of approved building plans with defined unit sizing and specifications, which may produce an unreliable valuation of the Undeveloped Lands.

For corporate governance reasons as both our Company and DutaLand are two public listed entities, the appointment of separate valuers by OPSB and KHE was to allow each party to independently assess the market value of their respective portions of the Undeveloped Lands and to ensure that each party's interests were independently and objectively considered.

Based on the market value of the Undeveloped Lands as ascribed by the Independent Valuer and DutaLand's valuer, OPSB and KHE had negotiated on an independent value and such value must not deviate more than 0.5% from each parties' portion based on the Agreed Ratio, taking into cognisance of the change in the composition of the Subject Lands and the market values of the Undeveloped Lands since the Consortium Agreement was entered into.

Pursuant to Clause 2.4 of the Termination Agreement, OPSB and KHE have mutually agreed on RM1,917.0 million as the Independent Agreed Value for the Undeveloped Lands. The Independent Agreed Value was derived from the average market value of the Undeveloped Lands as ascribed by the Independent Valuer and DutaLand's valuer. The Independent Agreed Value comprises RM801.9 million portion to OIB and RM1,115.2 million portion to KHE, representing 41.8% and 58.2%, respectively as illustrated below:

	Parcels	**Total land area sq. ft. '000**	**Valuation by the Independent Valuer[(1)] RM'000**	**%**	**Valuation by DutaLand's valuer[(2)] RM'000**	**%**	**Independent Agreed Value RM'000**	**%**	**Difference[(3)] RM'000**	**%**
OPSB	3, 6B, 8A	697	799,600	41.8	804,100	41.8	801,850	41.8	2,250	0.0
KHE	4, 6A, 7A, 7B, 7C, 8B	1,250	1,111,800	58.2	1,118,500	58.2	1,115,150	58.2	3,350	0.0
Total		**1,947**	**1,911,400**	**100.0**	**1,922,600**	**100.0**	**1,917,000**	**100.0**	**5,600**	**0.0**

Notes:

(1) *Based on the Valuation Report.*

(2) *Based on DutaLand's announcement dated 14 April 2026 in relation to the Proposed Termination.*

(3) *Represents the difference between valuation by the Independent Valuer and the Independent Agreed Value.*

The Independent Agreed Value is relied upon to assess whether either party will retain land or development entitlements with a value that is in excess or falls short of the entitlement based on the Agreed Ratio to determine whether any reimbursement is required. The Independent Agreed Value represents a deviation of less than 0.5% from the respective parties' portion based on the Agreed Ratio. The agreed value portion to OPSB and KHE as illustrated below is final and both parties shall have no rights, claims or entitlements arising from the deviation.

	Independent Agreed Value		Value based on Agreed Ratio		Deviation	
Ownership	**RM'000**	**%**	**RM'000**	**%**	**RM'000**	**%**
OPSB	801,850	41.8	805,140	42.0	(3,290)	(0.2)
KHE	1,115,150	58.2	1,111,860	58.0	3,290	0.2
Total	**1,917,000**	**100.0**	**1,917,000**	**100.0**	**-**	**-**

Based on the above, as the deviation falls within the agreed 0.5% tolerance, pursuant to the Termination Agreement, no payment or reimbursement is payable to any party.

2.3.1 Salient terms of the Termination Agreement

In order to preserve the Master Development Order, the approved layout plan and the approved plot ratio, and to safeguard both parties' interests and ensure that OPSB and KHE continue to enjoy the mutual benefits arising therefrom, the Termination Agreement provides that any variation to the Master Development Order by OPSB or KHE other than in accordance with the terms of the Termination Agreement would constitute a breach of the surviving obligations expressly preserved under the Termination Agreement. In such circumstances, OPSB or KHE, as the case may be, may pursue a claim against the defaulting party in accordance with the terms of the Termination Agreement.

For information purposes, the right of first refusal as set out in the Termination Agreement provides OPSB and KHE the opportunity to acquire the adjoining parcels between Parcel 6A and Parcel 6B and between Parcel 8A and Parcel 8B before any disposal to a third party. For clarity, Parcel 3, Parcel 4, Parcel 7A, Parcel 7B and Parcel 7C are not adjacent to any other parcels of the Undeveloped Lands. Our Board shall comply with the provisions under Chapter 10 of the Listing Requirements, including seeking our shareholders' approval, where required in relation to the right of first refusal.

In the event of disposal of any of the Undeveloped Lands (excluding Parcel 4, which is not subject to the Master Development Order) to a third party purchaser, the disposing party is bound by the Termination Agreement to procure the third party purchaser to enter into an undertaking with the KHE, OPSB and KHD, to be contractually bound by the Master Development Order and right of way of the Undeveloped Lands as provided under Clause 5 and Clause 6 of the Termination Agreement, respectively.

For information purposes, no new power of attorney will be granted pursuant to the Termination Agreement. Any reference to a power of attorney in the Termination Agreement relates to the power of attorney previously granted pursuant to the Consortium Agreement and the Development Agreement, and does not constitute the grant of any new power of attorney. For clarity, no power of attorney has been granted in respect of Parcel 4, as such, Parcel 4 is not subject to the revocation of the power of attorney as set out in the Termination Agreement.

Further details of the salient terms of the Termination Agreement are as set out in **Appendix I of Part A** of this Circular.

2.3.2 Liabilities to be assumed

There will be no liabilities, including contingent liabilities and guarantees, to be assumed by our Group arising from the Proposed Termination.

3. RATIONALE AND BENEFITS FOR THE PROPOSED TERMINATION

The Consortium Agreement and Development Agreement were entered into when both parties had shared a common vision to jointly develop the Subject Lands. However, both company's business priorities, financial positions, commercial objectives and prevailing market conditions have evolved. Our Company believes that the Consortium Agreement and Development Agreement no longer allows OPSB to execute its objectives for its share of the Undeveloped Lands effectively. Our Company has carefully reviewed its strategic and operational challenges currently encountered by OPSB, which highlights the need to pursue a revised strategy for the Undeveloped Lands. These challenges include, but not limited to, the financial challenges which necessitate a different approach to the business direction of our Company in terms of the future plans for the Undeveloped Lands.

With the termination of the Consortium Agreement, both OPSB and KHE can deal with the respective portion of the Undeveloped Lands, without the requirement for mutual consultation. Notwithstanding that OPSB and KHE are ultimately controlled and managed by TSDYYS and parties related to him, both entities operate as separate corporate entities with their respective business strategies, priorities and considerations. Accordingly, both KHE and OPSB may independently evaluate and pursue opportunities that are aligned with the respective business objectives. Our Company is of the view that OPSB stands to benefit from the flexibility to independently plan and implement initiatives by emphasizing on expeditious monetisation of OPSB's portion of the Undeveloped Lands.

The table below illustrates our Group's financial performance over the past 3 years and the latest quarterly results:

	FYE 31 December 2023 RM'000	FYE 31 December 2024 RM'000	FYE 31 December 2025 RM'000	FPE 31 March 2026 RM'000
Revenue				
- Property development	-	2,226	6,487	4,800
- Gaming	77,178	74,733	73,431	19,098
- Leasing	18,408	11,502	5,488	857
- Investment holding and others	3,500	3,000	3,000	-
- Elimination	(12,212)	(8,206)	(5,964)	-
	86,874	83,255	82,442	24,755
Profit/(loss) after tax				
- Property development	(7,489)	(357)	(2,652)	1,831
- Gaming	(2,604)	2,083	1,554	783
- Leasing	(3,478)	(7,259)	(9,391)	(2,461)
- Investment holding and others	(1,045)	74,219	(7,751)	(1,737)
- Elimination	(1,185)	(82,264)	15	-
	(15,801)	(13,578)	(18,225)	(1,584)
Net operating cash flow	(3,431)	5,283	2,447	7,331
Cash and cash equivalents	9,911	4,957	7,159	10,902
Total borrowings	135,229	146,006	143,214	142,990
Net assets	336,631	323,053	304,828	303,244
Share of profit/(loss) in the joint operations	(5,324)	(2,101)	(1,322)	(974)

(Source: Annual report of our Group for 2023, 2024 and 2025, quarterly result for FPE 31 March 2026 and our management (in respect of the share of loss in the joint operations for FPE 31 March 2026).)

The revenue for our Group decreased to RM82.4 million in FYE 31 December 2025 ("**FYE 2025**") from RM86.9 million and RM83.3 million for FYE 31 December 2024 ("**FYE 2024**") and FYE 31 December 2023 ("**FYE 2023**") respectively, representing a decrease of approximately 1.0% and 5.1% from FYE 2024 and FYE 2023, respectively.

For FYE 2025 and FYE 2024, our property development, gaming and leasing segments contributed significantly to the total revenue for the financial year. The main contributors to our total revenue for FYE 2023 were the gaming and leasing segments. Despite this, our revenue from the gaming segment decreased to RM73.4 million in FYE 2025 from RM74.7 million and RM77.2 million for FYE 2024 and FYE 2023, respectively, representing a decrease of approximately 1.7% and 4.9% from FYE 2024 and FYE 2023, respectively. On the other hand, our property development segment recorded RM6.5 million revenue in FYE 2025, a 191.4% increase from RM2.2 million in FYE 2024 due to en bloc sale of inventory of four (4) units of town villa. Our leasing segment recorded a 52.3% and 70.2% decrease in FYE 2025, from RM11.5 million in FYE 2024 and RM18.4 million to RM5.5 million in FYE 2025, respectively due to the departure of key tenants at Menara Olympia whereby the occupancy rates decrease to a range between 14% and 26% (FYE 2024: 26% to 59%).

Our Group recorded a loss after tax of RM18.2 million, RM13.6 million and RM15.8 million for FYE 2025, FYE 2024 and FYE 2023, respectively, mainly due to both higher payout ratio and lower average sales per draw in the gaming segment, and lower occupancy rates within the leasing segment. Our property development and leasing segments had been loss-making for the past 3 years due to absence of new launches pursuant to the Project and the decrease in Menara Olympia's occupancy rates, while in contrast, our gaming segment had generated profit for FYE 2024 to FYE 2025 but recorded a loss in FYE 2023.

For FPE 31 March 2026 our revenue had increased to RM24.8 million from RM23.9 million in FPE 31 March 2025, representing an increase of approximately 3.6%. Our property segment recorded a revenue of RM4.8 million in FPE 31 March 2026 as compared to no revenue recorded for FPE 31 March 2025, from the sale of remaining units of town villa. The revenue generated from our gaming and leasing segment, which is the key contributor to our revenue for FPE 31 March 2026, decreased in FPE 31 March 2026 by RM3.9 million from RM23.9 million in FPE 31 March 2025 to RM20.0 million in FPE 31 March 2026, representing a decrease of approximately 16.3%. Our Group also recorded a loss after tax of RM1.6 million for FPE 31 March 2026, an increase of approximately 53.9% or RM1.8 million as compared to loss after tax of RM3.4 million for FPE 31 March 2025 due to the increase in profit after tax of RM1.8 million from our property development segment.

Given the financial performance outlined above, together with the consecutive share of losses recognised from the joint operations, our Company intends to address the challenges faced by our Group, including our property development segment which had been unprofitable for the past 3 financial years as illustrated above, via the monetisation or development of our portion of the Undeveloped Lands.

Following the Proposed Termination, OPSB and KHE will continue to be bound by the obligations under the Master Development Order as preserved pursuant to the Termination Agreement. The Termination Agreement does not inhibit either party from planning, pursuing its own business strategies and implementing and managing initiatives relating to its respective portions of the Undeveloped Lands, including the timing, manner and approach of development or monetisation, without requiring mutual consultation or agreement with the other party, except where such actions may affect the Master Development Order.

As at the LPD, there is no comprehensive development plan for the Undeveloped Lands including indicative timeline, estimated GDC, estimated GDV and sources of funds. Nevertheless, our Company remains committed to complying with the Master Development Order. Upon completion of the Proposed Termination, our Group intends to undertake a complete assessment of our business strategy for OPSB's portion of the Undeveloped Lands in order to formulate a detailed and commercially viable development plan. Such assessment shall include, among others, evaluating prevailing market conditions and demand, determining the appropriate development concept and timeline, estimating the GDC and GDV, assessing our Group's financial requirements and identifying suitable funding sources and financing structures. In the event that the proposed development strategy is not deemed viable, our Group may evaluate monetisation strategies to unlock the value of such lands in the best interests of our Group. Our Company is of the view that the Proposed Termination will position OPSB to capitalise on new opportunities and ultimately expect to contribute positively to our Company's future financial performance.

4. OUTLOOK AND PROSPECTS

4.1 Overview and outlook on the economy

The Malaysian economy expanded by 5.4% in the first quarter of 2026 (4Q 2025: 6.2%), driven mainly by domestic demand. Household spending remained supported by positive labour market conditions, with the unemployment rate staying low, alongside targeted policy measures. Investment growth was underpinned by continued implementation of multi-year projects by both the private and public sectors, a high realisation rate of approved investments, and the ongoing rollout of national master plans. On the external front, export growth remained strong, driven mainly by continued expansion in electrical and electronics (E&E) exports. Meanwhile, gross import growth moderated amid slower growth in capital, intermediate and consumer goods imports.

Bank Negara Malaysia Governor Dato' Sri Abdul Rasheed Ghaffour says, 'As a small and open economy, Malaysia will inevitably face both direct and indirect impact from the ongoing geopolitical conflict in the Middle East. Higher energy prices, supply chain disruptions, and heightened uncertainty are expected to weigh on the external environment. Nevertheless, the Malaysian economy is expected to remain resilient in 2026, with growth expected to come in within the range of 4% - 5%, supported by steady domestic demand and continued expansion in our export performance.'.

The resilient domestic demand will provide a strong buffer against external headwinds. Household spending will be underpinned by firm labour market conditions and continuous policy support. Investment activity will be driven by the continued progress of multi-year projects in both the private and public sectors, as well as the ongoing implementation of national master plans. Despite the external headwinds, export growth will continue to be supported by the global technology expansion, particularly for E&E goods, reflecting Malaysia's role in global value chains.

Headline inflation is projected to average 1.5%–2.5% in 2026. Following the Middle East conflict, inflation is expected to edge higher due to elevated global energy and other key commodity prices, broadly in line with expectations. In the absence of excessive demand pressures, existing policy measures, including targeted fuel subsidies and other mitigation measures, are expected to help limit near-term spillovers to broader inflation. However, the extent and pace of pass-through to domestic prices from the ongoing conflict will also depend on firms' pricing behaviour and demand conditions.

(Source: Economic and Financial Developments in Malaysia in the First Quarter of 2026, Bank Negara Malaysia)

4.2 Overview and outlook of the gaming/number forecast industry in Malaysia

Malaysia's legal number forecast operator ("**NFO**") industry – featuring key players like Sports Toto, Magnum 4D and Da Ma Cai – is a mature, highly regulated gaming sector that generates billions in annual revenue and contributes substantially through gaming taxes and pool betting duties to the federal government.

Traditional 4-digit games and jackpot variations form the primary revenue base. Magnum 4D, Sports Toto and Da Ma Cai dominate the legal market alongside smaller regional operators such as Sabah 88, Sandakan Turf Club and Sarawak Cash Sweep. Based on our Company's estimate, Magnum 4D and Sports Toto brings in approximately RM8.8 billion in annual gross sales for 2025. The legal NFO industry is subject to an approximately 20% direct tax and pool betting duty. Significant leakage due to illegal underground lottery syndicates remains a persistent structural hurdle.

We believe that steady domestic demand, low unemployment, and a stable broader economic growth track in Malaysia provide a defensive floor for discretionary ticket purchases. The industry faces on-going risks from tighter state-level restrictions on operating hours, local government limitations on outlet renewals in certain conservative jurisdictions and cautious institutional investor sentiment due to environmental, social and governance criteria. Future growth for legal operators will depend heavily on coordinated federal enforcement and stronger enforcement and action against illegal online and physical number forecast operators.

(Source: Our management)

4.3 Overview and outlook of the property industry in Malaysia

The Central Region property market performance was moderate in 2025, as indicated in market activities. The region recorded 99,437 transactions worth RM107.09 billion, a decrease of 0.4% in volume, while value saw an increase of 3.7% compared to 2024. Combined, these three states formed 23.9% and 44.3% of the national volume and value of transactions. In terms of transaction volume, WP Kuala Lumpur and WP Putrajaya showed upward trends of 14.2% and 0.3% respectively. In terms of transaction value, WP Putrajaya recorded an increase of 46.8%, followed by WP Kuala Lumpur and Selangor which increased by 6% and 2.1%, respectively.

By sub-sector, the residential segment continued to dominate the region's property transactions, accounting for 68.7% (68,279 transactions) of the total. Likewise in value, the residential sub-sector also dominated the region's overall property transaction, dominating a 43% share. The residential subsector was the dominant subsector across all states. The residential property in the Central Region recorded 68,279 transactions worth RM46.09 billion, a decrease of 2.9% in volume and increased 4.4% in value against 2024. The movement was driven by a 17.7% decrease in transaction volume in WP Putrajaya and also a 5.6% decrease in Selangor. Meanwhile, WP Kuala Lumpur saw an increase of 8.7%. In terms of transaction value, WP Putrajaya and Selangor recorded a decrease of 19.4% and 3.6%, respectively, whereas WP Kuala Lumpur increased by 26.4%.

The primary market in the Central Region experienced downward trend with the performance of new launches declining in WP Kuala Lumpur and Selangor, while in WP Putrajaya it remained nil. WP Kuala Lumpur and Selangor showed decreases of 15% (6,663 units) from 2024 (7,840 units) and 3.4% (14,358 units) from 2024 (14,862 units) respectively, during the review period.

The situation of unsold residential units recorded mixed movements during the review period. Selangor experience an increase across all unsold stages compared to 2024. Unsold completed units rose by 70.9% (2024: 2,075 units), unsold under construction increases by 72.3% (2024: 8,607 units), and unsold not constructed surged by more than double (2024: 1,746 units).

The residential property price trend in 2025 showed mixed movements across the board. Residential properties for landed and high-rise units in prominent and established areas witnessed a marginal capital appreciation. In the high-rise residential segment, strong performances were recorded. In WP Kuala Lumpur, apartments/ condominiums located in prominent areas are served with efficient road linkages, indicating an increase, including Verticas Residensi (10.5%), Residensi 22 Mont Kiara (10.3%) and Seringin Residences (10.1%).

Malaysia's economy is projected to sustain the growth momentum in 2026 between 4% and 4.5%, according to Economic Outlook 2026, Ministry of Finance (MoF), supported by robust domestic demand and a resilient external sector. The implementation the New Industrial Master Plan 2030 (NIMP 2030), National Energy Transition Roadmap (NETR), National Semiconductor Strategy (NSS), National AI Action Plan 2030 and others impactful measures under the Thirteen Malaysian Plan will reinforce economic fundamentals and sustained investor confidence.

The property market's trajectory in 2026 is expected to remain resilient, underpinned by market activity, stable price movement and variation of construction activity. Residential demand is shifting toward more high value and affordable units. Nevertheless, the residential buildings subsector is anticipated to expand, driven by sustained demand for affordable housing as underlined by the Budget 2026. While policy support and selective demand drivers provide a foundation for stability, the broader outlook remains vulnerable to external economic shifts and domestic affordability constraints. Meanwhile, the non-residential subsector is projected to expand further, supported by strong demand for industrial facilities from the realisation of approved investments, coupled with the development of new industrial areas.

(Source: Property Market Report 2025, National Property Information Centre)

4.4 Prospects of our Group

The near-term prospects of our Company hinges on financial stabilisation, asset monetisation and resolving going-concern uncertainties amid cautious economic conditions.

Notwithstanding the current macroeconomic conditions, our Company is focused on resolving our going-concern uncertainties by strengthening our gaming and leasing segment. We are currently in the process of obtaining the necessary regulatory approvals in order to introduce new product offerings under the “Sabah 88” brand. Simultaneously, our operational priorities are focused on, amongst others, enhancing the quality of the facilities available at Menara Olympia and improving our tenant retention strategies.

In addition, our Group also intends to diversify our revenue generation streams through a joint-venture in Perak to expand into palm oil milling capacity in peninsular Malaysia.

The Proposed Termination will enable our Group to undertake a complete assessment of our business strategy on OPSB’s portion of the Undeveloped Lands, which may include among others, direct monetisation initiatives, independent from KHE and DutaLand.

(Source: Our management)

5. RISK FACTORS

The risk factors relating to the Proposed Termination include, but are not limited to the following:

5.1 Development risk

As the Undeveloped Lands are adjacent to each other, developments carried out independently rather than a coordinated single project may create inconsistencies in terms of design standards, development timeline and inefficient land use. Notwithstanding that the development of the Undeveloped Lands will be in accordance to the Master Development Order, there may be a risk that key elements such as utility networks, drainage systems and open spaces may not integrate efficiently across the parcels, particularly for Parcel 6B and Parcel 8A of the Undeveloped Lands. Such lack of coordination may result in inefficiencies, increased costs and sub-optimal outcomes for OPSB.

Our Group’s property development division’s activities are currently centred on the joint operation between OPSB and KHE pursuant to the Consortium Agreement. Apart from the aforementioned, our Group’s property development business has residual inventory and land parcels held by several inactive subsidiaries. After the Proposed Termination, our Group will remain exposed to risks associated with such activities including property overhang, adverse changes in real estate market prices, competition from other property developers, including arising from the development within the Undeveloped Lands, changes in economic, social and political conditions, delay in completion of our Group’s property development projects against the scheduled completion, performance of third-party subcontractors, labour and material supply shortages, fluctuations in the prices of building materials and costs of labour charges as well as adverse changes in property tax, assessment and other statutory charges. In the event that the strategy of the Group is to expedite the monetisation and realisation of profits through an outright disposal of any parcel(s) of the Undeveloped Lands, such disposal is still subject to our Company’s ability to source for ready buyers for such sizeable lands.

In addition, developing the contiguous Undeveloped Lands as smaller, separately managed projects may reduce collective market presence compared to a single, larger development. The fragmentation of planning and branding could dilute overall market appeal, potentially affecting property pricing and buyer interest.

Although the absence of cost sharing and a unified development approach may present certain challenges, sale or development of smaller land parcels, which could be more readily marketed to a wider pool of investors and developers as compared to a larger integrated development site, may enable OPSB the flexibility to respond to market conditions and pursue opportunities that are aligned with our Group's objectives and strategies. Additionally, in the event of a sale in any adjacent land by KHE, our Company is of the view that such development risk can be mitigated through the right of first refusal arrangement as set out in the salient terms of the Termination Agreement in **Appendix I of Part A** of this Circular. In relation to the right of first refusal, our Board would ensure provisions under Chapter 10 of the Listing Requirements are complied with, including seeking our shareholders' approval, where required.

Nevertheless, the Group will endeavour to closely monitor the prevailing developments in the property market and property development industry and leverage on the relevant expertise and experience of its existing key management in property development in formulating the relevant business strategies for the Group.

5.2 Financial risk

Our Group is poised to benefit from the Proposed Termination should it successfully advance the development of its portion of the Undeveloped Lands. Such development, however, remains subject to financial risks that could compromise project execution and delivery timeline. These include availability of funding in a timely manner to undertake the development and if available, will be on terms favourable to our Group. Our Group's ability to obtain financing and cost of financing depends on several factors, such as the general economic conditions, interest rates and credit availability from banks/other lenders.

Notwithstanding the foregoing, our Company will take all reasonable steps to seek appropriate borrowings or financings to finance the proposed development, and will continue to closely monitor our Group's debt portfolio and financial gearing in order to ensure that our Group's financial obligations are managed carefully.

5.3 Regulatory risk

Currently, Parcel 6B and a portion of Parcel 3 and Parcel 8A of the Undeveloped Lands are categorised as agricultural use. Accordingly, our Company will be required to apply for a conversion of the category of land use to residential or commercial use, as applicable. Such conversion is subject to the approval of the relevant authorities and there can be no assurance that approval will be obtained in a timely manner or can be obtained at all. In addition, the approval for conversion, if obtained, may also be subject to terms and conditions which may not be acceptable to our Company if such conditions may materially and adversely affect the plan and hence, prospects for our Company's portion of the Undeveloped Lands. Under such events, our Company's portion of the Undeveloped Lands will be unsuitable for the intended development.

Additionally, our Company shall bear the full cost of converting the category of land use to residential or commercial, following the Proposed Termination. Under the Consortium Agreement, such costs would otherwise have been shared with DutaLand based on the Agreed Ratio. As a result, our Company may incur higher upfront development costs, which could impact overall project viability, cash flow and returns.

Further, any developments undertaken by our Company within its portion of the Undeveloped Lands shall be made in accordance with the Master Development Order. Any deviation would require approval for a variation to the existing approval or a new approval for a new development order from the relevant authorities should there be any changes to the development plans that are not in accordance with the existing development order. The requirement to secure such approvals may result in additional regulatory processes, potential delays and increased costs.

6. EFFECTS OF THE PROPOSED TERMINATION

6.1 Share capital and substantial shareholders' shareholdings

The Proposed Termination will not have any effect on the issued and paid-up share capital and shareholding of substantial shareholders of our Company as the Proposed Termination does not involve the issuance of any shares of our Company.

6.2 NA, NA per share and gearing

For illustrative purposes only, based on the latest audited financial statements of our Group as at 31 December 2025 and on the assumption that the Proposed Termination had been effected on that date, the pro forma effects of the Proposed Termination on the NA and gearing of our Group are as follows:

	Audited as at 31 December 2025 (RM'000)	**After the Proposed Termination (RM'000)**
Share capital	295,384	295,384
Merger deficit	(233,884)	(233,884)
Retained profits	242,246	513,795[(1)(2)]
NA attributable to the equity holders of our Company	303,746	575,295
Non-controlling interests	1,082	1,082
Total equity	304,828	576,377
No. of shares ('000)	1,023,432	1,023,432
NA per share (RM)	0.30	0.56
Total borrowings	140,140	140,140
Total lease liabilities	3,074	3,074
Total debt	143,214	143,214
Gearing (times)	0.47	0.25

Notes:

(1) *After taking into account the net effect from the remeasurement of assets and liabilities pursuant to the Proposed Termination of RM273.0 million as tabulated below:*

	RM'000
Remeasurement of assets and liabilities	*362,894*
Deferred tax	*(89,845)*
	273,049

The abovementioned effects are non-recurring in nature.

(2) *After taking into account the estimated expenses in relation to the Proposed Termination of RM1.5 million. The breakdown is as follows:*

	RM'000
Professional fees	*1,065*
Regulatory fees	*70*
EGM related expenses (EGM venue, printing fees, etc.)	*365*
	1,500

The abovementioned effects are non-recurring in nature.

The increase in pro forma NA of RM271.5 million is mainly attributable to the termination of the joint operation. Since the execution of the Consortium Agreement and after the completion of the restructuring, our Group has recognised our share of the income, expenses, assets and liabilities of the joint operations in accordance with MFRS 11 *Joint Arrangements*. Following the Proposed Termination, our Company is required to assess the accounting impact arising from the derecognition and remeasurement of the related assets and liabilities. In accordance with MFRS 11 *Joint Arrangements*, our Company is required to derecognise its proportionate share of the joint operation's assets and liabilities. Upon termination, any changes arising from the derecognition and remeasurement of our Company's proportionate share of the joint operation's assets and liabilities are recognised in the income statement. Please refer to **Section 6.4 of Part A** of this Circular for the proforma effects on our Group's share of the joint operation.

6.3 Profit/Loss and profit/loss per share

For illustrative purposes only, based on the latest audited financial statements of our Group as at 31 December 2025 and on the assumption that the Proposed Termination had been effected at the beginning of the financial year, the pro forma effects of the Proposed Termination on the loss and LPS of our Group are as follows:

	Audited as at 31 December 2025 (RM'000)	**After the Proposed Termination (RM'000)**
(Loss)/Profit after tax attributable to equity holders of our Company	(18,218)	253,331(1)
No. of shares ('000)	1,023,432	1,023,432
(Loss)/Profit per share (sen)	(1.78)	24.75

Note:

(1) *After taking into consideration the net effect from the remeasurement of assets and liabilities and other expenses pursuant to the Proposed Termination as disclosed in **Section 6.2 of Part A** of this Circular.*

The increase in pro forma profit after tax attributable to equity holders of our Company of RM271.5 million is mainly attributable to the termination of the joint operation. Since the execution of the Consortium Agreement and completion of the restructuring, our Group has recognised our share of the income, expenses, assets and liabilities of the joint operations in accordance with MFRS 11 *Joint Arrangements*. Following the Proposed Termination and in accordance with MFRS 11 *Joint Arrangements*, our Company is required to derecognise and remeasure its proportionate share of the joint operation's assets and liabilities. Upon termination, any changes arising from the derecognition and remeasurement of our Company's proportionate share of the joint operation's assets and liabilities are recognised in the income statement. Please refer to **Section 6.4 of Part A** of this Circular for the proforma effects on our Group's share of the joint operation.

6.4 Share of joint operations

Our Group's share in amounts of assets, liabilities and profit or loss of the joint operation (excluding balances which are due to affiliated companies of the Group) and the pro forma effects of the Proposed Termination assuming it is effective on 31 December 2025 are as follows:

	Audited FYE 31 December 2025 RM'000	**After the Proposed Termination RM'000**
Current assets	3,887	1,572[(1)]
Non-current assets	165,762	-
Total assets	169,649	1,572
Current liabilities	5,589	6,262[(2)]
Non-current liabilities	58	-
Total liabilities	5,647	6,262
Income	6,764	-
Expenses	(8,086)	-

Notes:

(1) *Current assets consist of OPSB's portion of the trade receivables and other receivables of the joint operation.*

(2) *Current liabilities consist of OPSB's portion of the estimated expenses to discharge KHL's residual obligations for Parcel 2 and the Undeveloped Lands. Further information on KHL's residual obligations are disclosed in **Section 2.3** of this Circular.*

Total estimated cost for KHL to discharge its residual obligations for Parcel 2 and the Undeveloped Lands is RM14.9 million, of which OPSB's net portion after taking into account the trade receivables, is approximately RM4.7 million and is expected to be funded by internally generated funds.

7. APPROVALS REQUIRED

The Proposed Termination is deemed as a related party transaction and is subject to the following approvals:

(i) The approval of our Company's non-interested shareholders at our forthcoming EGM;

(ii) The approval of DutaLand's non-interested shareholders at an EGM to be convened; and

(iii) The approval, consent and/or sanction of any other relevant authorities, if required.

The Proposed Termination is not conditional upon any other corporate exercise undertaken or to be undertaken by our Company.

8. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed Termination (of which our Company is seeking your approval at the forthcoming EGM), there are no other outstanding corporate exercise which have been announced by our Company but have yet to be completed prior to the printing of this Circular.

9. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

As at the LPD, save as disclosed below, none of our Directors, Major Shareholders and/or persons connected with them have any interest, direct or indirect, in the Proposed Termination.

TSDYYS who is our Group Managing Director and a Major Shareholder of our Company is deemed interested in the Proposed Termination by virtue of him being the Group Managing Director and a Major Shareholder of DutaLand with direct and indirect shareholdings of 65.1%.

DSYWK, being our Executive Director and a Major Shareholder of our Company, is also deemed interested in the Proposed Termination by virtue of him being a Major Shareholder in DutaLand with direct and indirect shareholdings of 65.1%.

In addition, DYWC, being a Major Shareholder of our Company, is deemed interested in the Proposed Termination by virtue of him being the Executive Director and a Major Shareholder of DutaLand with direct and indirect shareholdings of 65.1%.

DSYWK and DYWC are sons of TSDYYS and therefore are persons connected to each other.

DESB is an entity connected to the Interested Persons, being a Major Shareholder of our Company, of which TSDYYS holds 100.0% interest in DESB.

The direct and indirect interest of the Interested Persons and their persons connected in our Company, as at the LPD are as follows:

Name	Direct No. of shares	%[1]	Indirect No. of shares	%[1]
DESB	583,523,969	57.0	-	-
TSDYYS	55,668	-[2]	583,523,969	57.0[3]
DSYWK	44,500	-[2]	583,523,969	57.0[4]
DYWC	-	-	583,523,969	57.0[4]

Notes:

(1) *Based on 1,023,431,958 issued ordinary shares of OIB as at the LPD.*

(2) *Amount is negligible.*

(3) *Deemed interested through his interest in DESB pursuant to Section 8 of the Act.*

(4) *Deemed interested through his father, TSDYYS's interest in DESB pursuant to Section 8 of the Act.*

The Interested Directors have abstained and will continue to abstain from deliberating and voting on the Proposed Termination at the relevant meetings of our Board.

Additionally, the Interested Persons will abstain from voting in respect of their direct and/or indirect shareholdings of our Company on the resolution pertaining to the Proposed Termination to be tabled at our forthcoming EGM. They have also undertaken to ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolution pertaining to the Proposed Termination to be tabled at our forthcoming EGM.

10. TRANSACTIONS WITH THE INTERESTED MAJOR SHAREHOLDERS, INTERESTED DIRECTORS AND/OR PERSONS CONNECTED WITH THEM FOR THE PRECEDING 12 MONTHS

The total amount transacted with the Interested Persons for the 12-month period preceding the LPD was approximately RM1.0 million which comprises the following:

Transacting company within our Group	Transacting Interested Persons	Nature of transaction	Total amount transacted in the preceding 12 months RM'000	Nature of relationship between our Group and the transacting Interested Persons
DMRR	DutaLand and its subsidiaries ("**DutaLand Group**")	Letting of office premises inclusive of parking space at basement parking in Menara Olympia by DMRR to DutaLand Group(1)	893	DMRR is a wholly-owned subsidiary of OIB and its principal activities are property investment and letting of properties. TSDYYS is a Director and Major Shareholder of OIB and DutaLand. DSYWK is a Director and a Major Shareholder of OIB and also a Major Shareholder of DutaLand. He was a Director in DutaLand until his retirement on 27 November 2025. DYWC is a Director of DutaLand and also a Major Shareholder of OIB and DutaLand.

Transacting company within our Group	Transacting Interested Persons	Nature of transaction	Total amount transacted in the preceding 12 months RM'000	Nature of relationship between our Group and the transacting Interested Persons
				DESB, of which TSDYYS has 100% interest, is a Major Shareholder of OIB.
DMRR	Sri Aman Development Sdn Bhd ("**Sri Aman**")	Letting of office premises in Menara Olympia by DMRR to Sri Aman	109	DMRR is a wholly-owned subsidiary of OIB and its principal activities are property investment and letting of properties. TSDYYS is a Director and Major Shareholder of OIB and has 75% indirect interest in Sri Aman via 750,000 shares held by his son, Yap Wee Sean.

Note:

(1) *Rental of office premises at Menara Olympia, No. 8, Jalan Raja Chulan, 50200 Kuala Lumpur which is payable on a monthly basis are as follows:*

Company	***Office premises***	***Space (sq. ft.)***
DutaLand Group	*Level 1* *Level 23* *Level 24*	*1,260.00 sq. ft.* *7,090.50 sq. ft.* *8,013.34 sq. ft.*
Sri Aman	*Level 24*	*2,278.00 sq. ft.*

11. AUDIT COMMITTEE'S STATEMENT

The Audit Committee of our Company, after taking into consideration all aspects of the Proposed Termination as well as the evaluation of the Independent Adviser on the Proposed Termination, is of the opinion that the Proposed Termination is:

(i) in the best interest of our Company;

(ii) fair, reasonable and on normal commercial terms; and

(iii) not detrimental to the interest of the non-interested shareholders of our Company.

12. DIRECTORS' STATEMENT / RECOMMENDATION

Our Board (save for the Interested Directors) having considered all aspects of the Proposed Termination, including but not limited to the salient terms of the Termination Agreement, rationale, risk factors and effects of the Proposed Termination as well as the evaluation and recommendation of the Independent Adviser on the fairness and reasonableness of the Proposed Termination, is of the opinion that the Proposed Termination is fair, reasonable and in the best interest of our Company.

Accordingly, our Board (save for the Interested Directors) recommends that you vote **IN FAVOUR** of the resolution pertaining to the Proposed Termination to be tabled at our forthcoming EGM.

13. ADVISERS

RHB Investment Bank has been appointed as the Principal Adviser to our Company for the Proposed Termination.

The Proposed Termination is deemed as a related party transaction in view of the interests as set out in **Section 9 of Part A** of this Circular. Accordingly, NewParadigm has been appointed to act as the Independent Adviser to undertake the following:

(i) comment as to whether the Proposed Termination is:

  (a) fair and reasonable so far as our Company's non-interested shareholders are concerned; and

  (b) detrimental to our Company's non-interested shareholders,

  and set out the reasons for such opinion, key assumptions made and factors taken into consideration in forming that opinion;

(ii) advise our non-interested shareholders whether they should vote in favour of the Proposed Termination; and

(iii) take all reasonable steps to satisfy itself that it has a reasonable basis to make the comments and advice in relation to items (i) and (ii) above.

The IAL from the Independent Adviser, setting out their comments and recommendation on the Proposed Termination, is set out in Part B of this Circular.

14. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to the requisite approvals being obtained, the Proposed Termination is expected to be completed by the third quarter of 2026.

15. EGM

The EGM will be held at Ballroom 1 & 2, Level 2, InterContinental Kuala Lumpur, 165 Jalan Ampang, 50450 Kuala Lumpur on Friday, 28 August 2026 at 10.00 a.m., or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the resolution to give effect to the Proposed Termination.

As a shareholder, in the event you wish to appoint a proxy, please complete, sign and return the Form of Proxy in accordance with the instructions printed thereon. The completed Form of Proxy must be lodged with our Company's Share Registrar, Tricor Investor & Issuing House Services Sdn Bhd, at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, or alternatively, to be deposited in the drop box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, not less than 48 hours before the time fixed for holding the EGM or at any adjournment thereof. You may also submit your form of proxy electronically via Vistra Share Registry and IPO (MY) portal at https://srmy.vistra.com.

The lodging of Form of Proxy will not preclude you from attending and voting at the EGM should you subsequently decide to do so.

The Notice of EGM and Form of Proxy are enclosed in this Circular and are available online on our Company's website at www.oib.com.my.

Shareholders are advised to refer to the Administrative Guide for the EGM on our Company's website on the registration process, the procedures for submitting the Form of Proxy and other related matters concerning the EGM.

16. FURTHER INFORMATION

You are advised to refer to the enclosed appendices in this Circular for further information.

Yours faithfully,
For and on behalf of the Board of
OLYMPIA INDUSTRIES BERHAD

Y.A.M. Tunku Naquiyuddin ibni Almarhum Tuanku Jaafar
Chairman, Non-Independent Non-Executive Director

SALIENT TERMS OF THE TERMINATION AGREEMENT

The following are the salient terms and conditions of the Termination Agreement:

1. **Condition Precedent:** The Termination Agreement shall be conditional upon KHE, KHL and OPSB (collectively "**Parties**" and each a "**Party**") (and where applicable, its holding company) obtaining its respective shareholders' approval at the general meeting for the termination of the Consortium Agreement and the Development Agreement ("**Condition Precedent**") within 4 months after the date of the Termination Agreement subject to a further extension of 2 months or such other further period as may be mutually agreed between the Parties in writing.

2. **Termination Date:** Subject to the fulfilment of the Condition Precedent, the Parties agree that the Consortium Agreement and Development Agreement shall be terminated on the date ("**Termination Date**") which is three (3) days from the date the last of the Conditions Precedent is fulfilled, save for any rights, obligations, and liabilities which have accrued prior to the Termination Date or which are expressed or intended to survive such termination, as provided for in the Termination Agreement.

3. **Termination**: It is agreed by KHE and OPSB (collectively "**Proprietors**" and each a "**Proprietor**") that upon the Termination Date:

   (i) the distribution of the assets, liabilities, income and expenses accruing from the joint development under the Consortium Agreement up to the date of the Termination Agreement, shall be made in the Agreed Ratio;

   (ii) all parcels of **Parcel 3, Parcel 6B and Parcel 8A** (collectively, "**OPSB Land**"), and excluding the Parcel 1, which has been disposed of; and the Parcel 2, which has been developed, shall remain owned by OPSB whether held directly in its name or held on trust for its benefit; and

   (iii) all parcels of **Parcel 4, Parcel 6A, Parcel 7A, Parcel 7B, Parcel 7C and Parcel 8B** (collectively, "**KHE Land**"), and excluding Parcel 5, which has been disposed of, shall remain owned by KHE, whether held directly in its name or held on trust for its benefit.

   For the purposes of the above, the Proprietors expressly acknowledge and agree that the total current market value of the Undeveloped Land is RM1,917,000,000.00 and, notwithstanding the Agreed Ratio, the respective portions of the Independent Agreed Value attributable to OPSB and KHE is RM801,850,000.00 and RM1,115,150,000.00 respectively, being the Independent Agreed Value attributed to OPSB Land and KHE Land. The attribution represents a deviation (whether positive or negative) of less than zero point five per centum (0.5%) from their respective portions of the Independent Agreed Value based on the Agreed Ratio. The Proprietors further acknowledge and agree that such allocation is final and that they shall have no rights, claims or entitlements arising from such deviation.

4. **Proprietors' Residual Obligations in respect of the Undeveloped Land**:

   (i) The Parties hereby agree and confirm that, as at the date of the Termination Agreement:

      a. no works whatsoever have been undertaken on the Undeveloped Land or any part thereof, whether for the development or otherwise, save and except for Parcel 7C, on which a Car Park Facility has been constructed; and

      b. where any works have been undertaken, including in respect of Parcel 2 and the Car Park Facility on Parcel 7C, or any costs or expenses have been incurred in connection therewith, all such costs, expenses, liabilities and outgoings (whether actual or contingent) accrued up to the date of the Termination Agreement have been fully discharged, settled and accounted for by the Proprietors in accordance with the Agreed Ratio.

(ii) Notwithstanding that the Parties have fully discharged, settled and accounted for all costs, expenses, liabilities and outgoings (whether actual or contingent) accrued up to the date of the Termination Agreement, in accordance with the Agreed Ratio, if there remain any outstanding costs, expenses or liabilities relating to the Undeveloped Land incurred prior to the date of the Termination Agreement that are payable to, or reimbursable by, the Developer, or payable by one Proprietor to the other Proprietor, the relevant payment or reimbursement shall continue as a residual obligation of the relevant Party until fully discharged.

5. **Development – Parcel 2**:

(i) The Parties agree and acknowledge that the Development – Parcel 2 including all access roads and other related infrastructure and amenities, has been completed. However, the strata titles for Development - Parcel 2 have yet to be issued by the appropriate authorities and pending the issuance of the strata title and the completion of the transfer of such strata titles to the end-purchasers, there are funds remain deposited in the Housing Development Account and the stakeholder solicitors.

(ii) Save and except for the costs incurred by the Developer in attending to the residual obligations of the Development – Parcel 2 (which shall be borne by the Proprietors in the Agreed Ratio), the developer entitlements, all development costs and any and all liabilities, expenses, or losses arising from, relating to, or payable in connection with the Development – Parcel 2 up to the date of the Termination Agreement, have been fully settled by the Proprietors in accordance with the Agreed Ratio.

(iii) All sales proceeds, payments and distributions arising from the sold parcels of the Development – Parcel 2 (other than the funds deposited in the Housing Development Account and the stakeholder solicitors) have been fully accounted for and distributed by the Developer to the Proprietors in accordance with the Agreed Ratio and the terms of the Development Agreement, and neither Proprietor shall have any further claim against the other in respect thereof.

(iv) Notwithstanding the Termination, there remain certain residual obligations required to be performed or discharged by the Developer, including without limitation, applying for and procuring the subdivision of the Parcel 2 and obtaining the issuance of separate issue documents of titles to the parcels comprised in the Development – Parcel 2, and for the purposes hereof, the Developer's obligations in respect of the Development – Parcel 2 shall continue in full force and effect until such obligations are fully performed and discharged in accordance with the Termination Agreement, the Development Agreement, applicable law and regulations, and finally confirmed mutually by the Proprietors.

(v) The costs and expenses required to perform and discharge such residual obligations are currently estimated at approximately RM0.1 million, comprising principally subdivision and strata title application costs, survey, professional and authority fees, and legal and professional fees for the finalisation of the project accounts. Such costs and expenses shall continue to be borne by the Parties in accordance with the Agreed Ratio.

6. **Master Development Plan**: For the purposes of the development order dated 18 November 2016 granted in favour of Kenny Height Developments Sdn Bhd for the commercial development of Parcel 3, Parcel 6A, Parcel 6B, Parcel 7A, Parcel 7B, Parcel 7C, Parcel 8A and Parcel 8B ("**Master Development Plan**"), the Proprietors covenant and undertake with each other that they shall comply with all conditions in the Master Development Plan and not do anything or omit to do anything (whether intentionally or unintentionally), which would or may result in any modification, or variation, or the revocation or cancellation of the Master Development Plan (unless required by the appropriate authorities or mutually agreed by the Proprietors).

7. **Right of Way**: The Proprietors agree to grant to each other uninterrupted and irrevocable reciprocal rights of access over roads as shown in the Master Development Plan and located on their respective parcels of the Undeveloped Land as may be reasonably required for the development of the Undeveloped Land.

8. **Right of First Refusal**: In the event any Proprietor:

   (i) intends to sell its parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B ("**Selling Proprietor**"); or

   (ii) receives a bona fide offer from a third party to purchase its parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B,

   such Selling Proprietor shall irrevocably grant to the other Proprietor a right of first refusal to purchase the said parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B (as the case may be) on terms no less favourable than those proposed to be offered to, or received from such third-party purchaser.

9. **Other Terms Pertaining to Breaches, Termination and Consequential Arrangements:**

   (i) Upon the Termination Date, each Party shall be released and discharged from all obligations arising under or in connection with the Consortium Agreement and the Development Agreement, and neither Party shall have any further claims against the other arising from or in connection with the Consortium Agreement and/or the Development Agreement.

   (ii) Notwithstanding the above, the release and discharge shall not affect either Party's rights in respect of any antecedent breach of the Development Agreement occurring prior to the Termination Date. In addition, the Proprietors and the Developer shall continue to be responsible for, and indemnify the other Party against, any claims, losses, liabilities, damages, costs and expenses arising from any breach of their respective residual obligations relating to Development - Parcel 2 after the Termination Date.

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VALUATION CERTIFICATE

Valuation Certificate

PRIVATE & CONFIDENTIAL

Olympia Industries Berhad
Level 23, Menara Olympia
No. 8, Jalan Raja Chulan
50200 Kuala Lumpur/

Our Ref : C/SC 25-761/JL

Date : 19 MAY 2026

Dear Sir / Madam,

VALUATION CERTIFICATE FOR SEVEN (7) PARCELS OF DEVELOPMENT LAND FORMING PART OF TWELVE (12) LAND TITLES IDENTIFIED AS LOT 21764 / GERAN 5362, LOT 21765 / GERAN 5363, LOT 57487 / GERAN 54154, LOT 57488 / GERAN 54152, LOT 57489 / GERAN 54153, LOT 57490 / GERAN 54149, LOT 62215 / GERAN 66942, LOT 62216 / GERAN 66943, LOT 67611 / GERAN 70300, LOT 67613 / GERAN 70304, LOT 67615 / GERAN 70301 AND LOT 67616 / GERAN 70305, ALL LOCATED WITHIN MUKIM BATU, DISTRICT OF KUALA LUMPUR, WILAYAH PERSEKUTUAN KUALA LUMPUR (collectively referred to as the "Subject Property")

We were appointed by **Olympia Industries Berhad** ("Client") to ascertain the Market Value of the Subject Property stated herein.

This valuation certificate is prepared for submission to Bursa Malaysia Securities Berhad for inclusion in the Circular to shareholders of Olympia Industries Berhad in relation to the proposed termination of consortium agreement dated 14 February 2003 made between Olympia Properties Sdn. Bhd. and KH Estates Sdn. Bhd. and is strictly for the use of the addressee only for the specific purpose as stated herein. We do not accept any responsibility if it is used for any other purposes. Our valuation certificate is not for use by any third party and we assume no liability and responsibility whatsoever for such unauthorised use.

This valuation certificate has been prepared in accordance with the *Asset Valuation Guidelines* ("AVG") issued by the Securities Commission Malaysia, and the *Malaysian Valuation Standards 7th Edition 2025* ("MVS") published by the Board of Valuers, Appraisers, Estate Agents and Property Managers, Malaysia.

We have conducted the physical inspection of the Subject Property on 12 May 2026. The material date of valuation is **12 May 2026**.

The basis of valuation adopted is the **Market Value** which is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

For all intents and purposes, this valuation certificate should be read in conjunction with our full valuation report.

JLL APPRAISAL & PROPERTY SERVICES SDN. BHD.
Registration No. 197201000331 (11943-W), VE (1) 0394
No. 26-A, Menara IQ, Lot C7.11, Persiaran TRX, Tun Razak Exchange, 55188 Kuala Lumpur, Malaysia.
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Registered Valuers & Estate Agents
VE (1) 0394

RICS Regulated by RICS

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WE WERE SPECIFICALLY INSTRUCTED BY THE CLIENT TO ASCERTAIN THE MARKET VALUE OF THE SUBJECT PROPERTY BASED ON THE FOLLOWING BASES (NOT APPLICABLE TO LOT 57489):

(1) THE SUBJECT PROPERTY IS ASSESSED BASED ON THE LAND PARCELS AS DEMARCATED IN THE MASTER LAYOUT PLAN BEARING PLAN NO. S 20A/2015;

(2) THE PRE-COMPUTATION PLAN BEARING PLAN NO. JKC/WPKL/18882/F PREPARED BY JURUKUR KINETIC DATED 15 OCTOBER 2025 IS APPROVED BY THE RELEVANT AUTHORITY; AND

(3) INDIVIDUAL TITLES CONVEYING FREEHOLD INTERESTS IN RELATION TO THE LAND PARCELS AS DEMARCATED IN THE MASTER LAYOUT PLAN WILL BE ISSUED, WITH TITLE LAND AREAS SPECIFIED IN THE PRE-COMPUTATION PLAN PREPARED BY JURUKUR KINETIC, AND WITH ALL RELEVANT FEES OR PREMIUM (IF ANY) BEING FULLY PAID.

IF ANY PARTY WISHES TO RELY ON THE VALUATION BASED ON THE ADDITIONAL ASSUMPTIONS AS STATED ABOVE, THEN APPROPRIATE PROFESSIONAL ADVICE SHOULD BE SOUGHT SINCE THE VALUE REPORTED IS BASED ON ASSUMPTIONS THAT ARE NOT YET OR FULLY REALISED.

Brief description of the Subject Property is shown below.

Property Details

Subject Property

Seven (7) parcels of development land forming part of twelve (12) land titles identified as **Lot 21764 / Geran 5362, Lot 21765 / Geran 5363, Lot 57487 / Geran 54154, Lot 57488 / Geran 54152, Lot 57489 / Geran 54153, Lot 57490 / Geran 54149, Lot 62215 / Geran 66942, Lot 62216 / Geran 66943, Lot 67611 / Geran 70300, Lot 67613 / Geran 70304, Lot 67615 / Geran 70301 and Lot 67616 / Geran 70305**, all located within **Mukim Batu, District of Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur** (collectively referred to as the "Subject Property")

Location

The Subject Property is strategically located adjacent to the affluent neighbourhood of Sri Hartamas. Geographically, it is located approximately 5.5 kilometres from the Kuala Lumpur City Centre.

Title Particulars

Title No.	Lot No.	Land Area	Quit Rent (per annum)
Geran 5362	Lot 21764	2.132 hectares	RM165.00
Geran 5363	Lot 21765	4.026 hectares	RM308.00
Geran 54154	Lot 57487	3.361 hectares	RM255.00
Geran 54152	Lot 57488	1.6726 hectares	RM128.00
Geran 54153	Lot 57489	0.6661 hectares (Note)	RM53.00
Geran 54149	Lot 57490	0.3965 hectares	RM30.00
Geran 66942	Lot 62215	2.872 hectares	RM216.00
Geran 66943	Lot 62216	2.1696 hectares	RM163.00
Geran 70300	Lot 67611	163 sq. m.	RM320.00
Geran 70304	Lot 67613	18,602 sq. m.	RM36,460.00
Geran 70301	Lot 67615	11,209 sq. m.	RM21,970.00
Geran 70305	Lot 67616	16,922 sq. m.	RM33,168.00

Note: Based on the Certified Plan bearing plan no. PA 122858, we noted that Lot 57489 has been redesignated as Lot 67605 with surveyed land area of 6,660 sq. m. We have thus adopted 6,660 sq. m. as the land area for Lot 57489 in our assessment.

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Valuation Certificate
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Property Details

Title Particulars (Cont'd)

The following particulars are common to the above titles unless otherwise stated:

Locality	Jalan Sri Hartamas 17; in respect of Lot 67611, Lot 67613, Lot 67615 and Lot 67616.
Mukim / District / State	Mukim Batu / District of Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur.
Tenure	Freehold interest
Registered Proprietor	OSK Trustees Berhad (as trustee for Olympia Properties Sdn. Bhd. and KH Estates Sdn. Bhd.).
Category of Use	➢ "*Bangunan*"; in respect of Lot 67611, Lot 67613, Lot 67615 and Lot 67616. ➢ "*Pertanian*"; in respect of Lot 21764, Lot 21765, Lot 57487, Lot 57488, Lot 57489, Lot 57490, Lot 62215 and Lot 62216.
Express Condition	➢ "*Tanah ini hendaklah digunakan untuk pembangunan bercampur bagi tujuan kediaman dan perdagangan sahaja*"; in respect of Lot 67611, Lot 67613, Lot 67615 and Lot 67616. ➢ Nil; in respect of Lot 21764, Lot 21765, Lot 57487, Lot 57488, Lot 57489, Lot 57490, Lot 62215 and Lot 62216.
Restriction of Interest	Nil.
Charge	Charged to OSK Capital Sdn. Bhd. vide Presentation No. PDSC30010/2026, registered on 23 April 2026; in respect of Lot 62215.

Parcel Land Area (Under Valuation)

Parcel No. / Lot No.	Net Land Area		
	(sq. m.)	(sq. ft.)	(acre)
Parcel 3	35,876	386,166	8.865
Parcel 6	61,530	662,303	15.204
Parcel 7A	14,083	151,588	3.480
Parcel 7B	13,038	140,340	3.222
Parcel 7C	21,983	236,623	5.432
Parcel 8	27,709	298,257	6.847
Lot 57489	6,660	71,688	1.646
Total	**180,879**	**1,946,965**	**44.696**

Sources: Pre-computation plan, Title Search Documents and Certified Plan.

Site Details

The Subject Property (excluding Lot 57489) was granted with a Development Order ("DO") on 18 November 2016 in relation to its Master Layout Plan bearing Plan No. S 20A/2015. Based on the Master Layout Plan, we noted that the Subject Property (excluding Lot 57489) will be developed under six (6) land parcels, namely **Parcel 3**, **Parcel 6**, **Parcel 7A**, **Parcel 7B**, **Parcel 7C** and **Parcel 8**.

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Property Details

Site Details (Cont'd)

In addition to the Master Layout Plan, we were provided with a copy of the pre-computation plan prepared by Jurukur Kinetic bearing plan no. JKC/WPKL/18882/F, dated 15 October 2025. The pre-computation plan was prepared in accordance with the Master Layout Plan to establish the boundaries and land areas of the respective land parcels, road reserves and open spaces.

Details of the land parcels based on the pre-computation plan and DO are summarised as below.

Land Parcel	Net Land Area	Approved Gross Floor Area (based on DO)	Effective Plot Ratio
Parcel 3	386,166 sq. ft. (8.865 acres)	3,674,209 sq. ft.	1 : 9.51
Parcel 6	662,303 sq. ft. (15.204 acres)	6,709,066 sq. ft.	1 : 10.13
Parcel 7A	151,588 sq. ft. (3.480 acres)	1,303,494 sq. ft.	1 : 8.60
Parcel 7B	140,340 sq. ft. (3.222 acres)	1,203,283 sq. ft.	1 : 8.57
Parcel 7C	236,623 sq. ft. (5.432 acres)	2,849,389 sq. ft.	1 : 12.04
Parcel 8	298,257 sq. ft. (6.847 acres)	2,576,096 sq. ft.	1 : 8.64
Total	**1,875,277 sq. ft. (43.05 acres)**	**18,315,537 sq. ft.**	**1 : 9.77**

Based on the pre-computation plan, we noted that Parcel 6 and Parcel 8 were further apportioned according to the portions to be retained by Olympia Industries Berhad and DutaLand Berhad (or by their respective subsidiaries) as follows:

Land Parcel	Net Land Area	Ownership
Parcel 6A	596,364 sq. ft. (13.691 acres)	DutaLand Berhad
Parcel 6B	65,940 sq. ft. (1.514 acres)	Olympia Industries Berhad
Parcel 8A	244,664 sq. ft. (5.617 acres)	Olympia Industries Berhad
Parcel 8B	53,594 sq. ft. (1.230 acres)	DutaLand Berhad

Topography & Accessibility

Land Parcel / Lot No.	Topography	Road Access
Parcel 3	Generally undulating and sloped in terrain	Currently accessible via Jalan Sri Hartamas 17
Parcel 6	Generally undulating and sloped in terrain	Not accessible via existing roads
Parcel 7A	Generally undulating and sloped in terrain	Not accessible via existing roads
Parcel 7B	Generally undulating and sloped in terrain	Not accessible via existing roads
Parcel 7C	Gently sloped downwards from the western portion towards the middle portion, and flat at the eastern portion	Currently accessible via Jalan Sri Hartamas 1
Parcel 8	Generally undulating and sloped in terrain	Not accessible via existing roads
Lot 57489	Generally flat in terrain, with its western portion partially submerged under water	Not accessible via existing roads

Existing Condition

As at the inspection date, we noted that the Subject Property is generally covered with trees and thick undergrowth, save and except for the south-eastern portion of Parcel 6 which is partially cleared, and the southern portion of Parcel 7C which is currently paved and used as an open car park.

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Property Details

Planning Provision

The Subject Property is located within an area zoned for commercial use.

Lot 57489 has a permissible plot ratio of 1 : 4, whereas the remainder of the Subject Property was granted with a Development Order (DO) by *Dewan Bandaraya Kuala Lumpur* (DBKL) on 18 November 2016 with an approved total gross floor area of 18,315,537 sq. ft.

Valuation

Valuation Approach

Our assessment of the Market Value of the Subject Property is based on the **Comparison Method** as the only valuation method.

The Residual Method may not be appropriate as it requires multiple assumptions and estimations regarding the development due to the absence of approved building plans with defined unit sizing and specifications. Without such information, the value derived using the Residual Method may not be reliable.

Comparison Method

The **Comparison Method** involves a process of comparing the Subject Property with recent sales of similar properties in the vicinity and making appropriate adjustments to account for differences. This methodology takes into account various critical factors, including time, location, land size, terrain, visibility, road frontage, accessibility, category of land use, zoning, plot ratio, tenure and other relevant features to ascertain a fair and reasonable value.

Using the Comparison Method, we have analysed and referenced comparable properties listed in the following table.

Comparison Method

	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Locality	Jalan Kiara, Mont' Kiara	Persiaran Dutamas, Dutamas	Jalan Semantan, Bukit Damansara	Jalan Dutamas 2, KL Metropolis
Type of Property	A parcel of unconverted development land	A parcel of commercial land	Three (3) adjoining parcels of commercial redevelopment land	A parcel of commercial land
Lot No. / Title No.	Lot 1872 / GM 1697	Lot 81179 / PN 53478	Lot 482210, Lot 482211 & Lot 482212 / Geran 82691, Geran 82752 & Geran 82690	Lot 80929 / PN 52355
Mukim / District / State	Batu / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur	Batu / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur	Kuala Lumpur / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur	Batu / Kuala Lumpur / Wilayah Persekutuan Kuala Lumpur
Tenure	Freehold	Leasehold for a term of 99 years, expiring on 3 May 2116	Freehold	Freehold
Land Area	132,073 sq. ft.	68,826 sq. ft.	347,739 sq. ft.	668,213 sq. ft.
Category of Land Use	Agriculture	Building	Building	Building
Planning Provision	Zoned for residential use	Zoned for commercial use and granted with DO approval	Zoned for commercial use	Zoned for commercial use and granted with master DO approval
Permissible Plot Ratio	1 : 3.5	1 : 5	1 : 6	1 : 12.3
Consideration	RM110,000,000	RM80,000,000	RM304,261,973	RM933,676,627
Price Analysis	RM832.87 per sq. ft.	RM1,162.35 per sq. ft.	RM874.97 per sq. ft.	RM1,397.27 per sq. ft.

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Valuation

Comparison Method (Cont'd)	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Date of Transaction	16 April 2025	24 September 2024	20 February 2024	3 January 2022
Vendor	M S Tan Corporation Sdn. Bhd.	Skyload Express Sdn. Bhd.	Bungsar Hill Holdings Sdn. Bhd.	TTDI KL Metropolis Sdn. Bhd.
Purchaser	Rimba Maju Realiti Sdn. Bhd. (a wholly-owned subsidiary of SkyWorld Development Berhad)	Magma Kiara Sdn. Bhd. (a wholly-owned subsidiary of Magma Group Berhad)	Magna Senandung Sdn. Bhd.	Sierra Positive Sdn. Bhd. (a wholly-owned subsidiary of Hap Seng Consolidated Berhad)
Source	Announcement made by SkyWorld Development Berhad dated 16 April 2025	Announcement made by Magma Group Berhad dated 24 September 2024	Valuation and Property Services Department (JPPH)	Announcements made by Hap Seng Consolidated Berhad dated 3 January 2022 and 30 August 2022
General Adjustment	General adjustments are made for differences in time, location, land size, zoning, category of land use, plot ratio, land tenure, land terrain, accessibility, visibility / frontage, availability of infrastructure, planning approval and adverse features.			

From our comparable analysis, after making necessary due adjustments, the adjusted prices of the comparables are as below:

Parcel No.	Adjusted Value (RM / sq. ft.)				Best Comparable
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	
Parcel 3	RM1,245.14	RM1,301.84	RM1,150.59	**RM1,278.51**	We have selected **Comparable 4** as the most suitable comparable, since it also had DO approved but subject to full payment of development charges at the date of its transaction. On this basis, no further adjustment was required to account for outstanding development charges, as both properties are similar in this respect.
Parcel 6	RM966.13	RM807.84	RM822.47	**RM838.36**	
Parcel 7A	RM991.12	RM958.94	RM874.97	**RM852.34**	
Parcel 7B	RM991.12	RM970.56	RM874.97	**RM866.31**	
Parcel 7C	RM1,166.02	RM1,156.54	RM1,032.47	**RM1,145.77**	
Parcel 8	RM1,066.08	RM1,075.18	RM953.72	**RM992.06**	

Parcel No.	Adjusted Value (RM / sq. ft.)			Best Comparable
	Comparable 1	Comparable 2	Comparable 3	
Lot 57489	RM741.26	**RM621.86**	RM621.23	We have selected **Comparable 2** as the most suitable comparable due to it being the nearest comparable and the most similar in terms of land area.

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Valuation

Derived Value Based on our analysis above, the market value of the Subject Property derived using the Comparison Method is as follows:

Parcel No. / Lot No.	Adjusted Value (RM / sq. ft.)			
	Land Area	Adopted Land Value	Market Value	say
Parcel 3	386,166 sq. ft.	RM1,278.51	RM493,715,594	**RM493,700,000**
Parcel 6	662,303 sq. ft.	RM838.36	RM555,251,435	**RM555,300,000** (Note 1)
Parcel 7A	151,588 sq. ft.	RM852.34	RM129,204,124	**RM129,200,000**
Parcel 7B	140,340 sq. ft.	RM866.31	RM121,577,967	**RM121,600,000**
Parcel 7C	236,623 sq. ft.	RM1,145.77	RM271,114,363	**RM271,100,000**
Parcel 8	298,257 sq. ft.	RM992.06	RM295,890,288	**RM295,900,000** (Note 2)
Lot 57489	71,688 sq. ft.	RM621.86	RM44,579,585	**RM44,600,000**
Total				RM1,911,400,000

Note 1: *The apportionment of Market Value for **Parcels 6A and 6B** is at **RM500,000,000** and **RM55,300,000** respectively.*

Note 2: *The apportionment of Market Value for **Parcels 8A and 8B** is at **RM250,600,000** and **RM45,300,000** respectively.*

Conclusion

Taking into consideration all relevant factors, we are of the opinion of the Market Value of the freehold interests in the Subject Property comprising **seven (7) parcels of development land** forming part of twelve (12) land titles identified as **Lot 21764 / Geran 5362, Lot 21765 / Geran 5363, Lot 57487 / Geran 54154, Lot 57488 / Geran 54152, Lot 57489 / Geran 54153, Lot 57490 / Geran 54149, Lot 62215 / Geran 66942, Lot 62216 / Geran 66943, Lot 67611 / Geran 70300, Lot 67613 / Geran 70304, Lot 67615 / Geran 70301** and **Lot 67616 / Geran 70305**, all located within **Mukim Batu, District of Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur**, subject to the **valuation bases stated herein**, and the forthcoming individual titles when issued being free of encumbrances, restrictions or other impediments of an onerous nature, as at 12 May 2026, is **RM1,911,400,000 (Malaysian Ringgit One Billion Nine Hundred Eleven Million And Four Hundred Thousand Only)**.

On behalf of
JLL APPRAISAL & PROPERTY SERVICES SDN. BHD.

Sr Jamie Tan MRICS MRISM
Registered Valuer V0612
Managing Director, Head of Value and Risk Advisory
JLL Malaysia

Date of Issuance : 19 MAY 2026

Reference No. : C/SC 25-761/JL

This valuation has been peer reviewed by: **Sr Jeannie Tan, Registered Valuer V0691**, MRICS MRISM
Executive Director, Value and Risk Advisory – JLL Malaysia

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board and they individually and collectively accept full responsibility for the accuracy of the information given and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Circular incomplete, false or misleading.

2. CONSENT AND DECLARATION OF CONFLICT OF INTEREST

2.1 Consent

RHB Investment Bank, being the Principal Adviser for the Proposed Termination, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which they appear in this Circular.

NewParadigm, being the Independent Adviser for the Proposed Termination, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name, the IAL and all references thereto in the form and context in which they appear in this Circular.

JLL, being the Independent Valuer in relation to the Proposed Termination, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name, the Valuation Report, the Valuation Certificate and all references thereto in the form and context in which they appear in this Circular.

2.2 Declaration of conflict of interest

RHB Investment Bank has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Principal Adviser for the Proposed Termination.

NewParadigm has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Independent Adviser for the Proposed Termination.

JLL has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Independent Valuer in relation to the Proposed Termination.

3. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

3.1 Material commitments

Save as disclosed below, as at the LPD, there is no other material commitments incurred or known to be incurred by our Group which, upon becoming enforceable, may have a material and adverse impact on the financial position of our Group:

	As at the LPD RM'000
<u>Capital expenditure approved and contracted for:</u>	
Upgrading works	300

3.2 Contingent liabilities

Save as disclosed below, as at the LPD, there are no contingent liabilities incurred or known to be incurred by our Group which, upon becoming enforceable, may have a material and adverse impact on the financial position of our Group:

	As at the LPD RM'000
Indemnity given to Yap Wee Sean for borrowings granted to a subsidiary	110,000
Indemnity given to TSDYYS for borrowings granted to a subsidiary	122,400
Total sum payable pursuant to the judgment dated 24 October 2025 pertaining to the Kuala Lumpur High Court ("**High Court**") civil suit bearing Petition No. D7-26-89-2006 ("**Judgment**")	9,349

Note:

(1) *Pursuant to the Judgment, the total sum is jointly and severally payable by 5 out of the 7 respondents, being our Company, Mascon Sdn Bhd ("**MSB**"), TSDYYS, DSYWK and Mascon Construction Sdn Bhd ("**MCSB**"), a wholly-owned subsidiary of DutaLand. Summary of the case is as follows:*

*Rinota Construction Sdn Bhd ("**Petitioner**") commenced legal proceedings against Mascon Rinota Sdn Bhd ("**MRSB**"). MSB, MCSB, our Company and other parties (collectively, the "**Respondents**") at the High Court on 13 December 2006, alleging oppression under Section 181 of the Companies Act 1965 and seeking damages of approximately RM8.0 million. Following various appeals and procedural developments, the Federal Court of Malaysia on 22 May 2017 reinstated the High Court order requiring the Respondents to purchase the Petitioner's 40.0% shareholding in MRSB, with the fair value of the shares to be determined through an independent valuation process. The parties subsequently appointed their respective experts to prepare valuation reports, and the matter proceeded through various case management sessions, expert cross-examinations and submissions.*

On 24 October 2025, the High Court ordered MSB, MCSB, our Company, TSDYYS and DSYWK to purchase the Petitioner's 40% shareholding in MRSB at a value of approximately RM5.5 million as at 29 August 2012, with a 5.0% per annum enhancement amounting to approximately a total of RM9.2 million as at the date of the Judgment. The High Court also ordered the buy-out to be completed within 2 months, payment of post-judgment interest at 5.0% per annum until full settlement and cost of application of approximately RM0.1 million to the Petitioner. Our Company, TSDYYS, DSYWK and MCSB have filed an appeal against the High Court decision and subsequently obtained a stay of execution from the Court of Appeal on 19 December 2025.

Pursuant to the stay order, a sum of approximately RM9.2 million was deposited to the Petitioner's solicitor as stakeholder pending the outcome of the appeal. The appeal is currently fixed for hearing on 10 September 2026.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of OIB at Level 23, Menara Olympia, No. 8, Jalan Raja Chulan, 50200 Kuala Lumpur during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of the EGM:

(i) the Constitution of our Company;

(ii) the audited consolidated financial statements of our Company for the past 2 financial years ended 31 December 2024 and 31 December 2025 and unaudited financial results for the financial period ended 31 March 2026;

(iii) the Termination Agreement

(iv) the Consortium Agreement;

(v) the Development Agreement;

(vi) the Valuation Report and Valuation Certificate referred to in **Appendix II of Part A** of this Circular; and

(vii) the letters of consent and conflict of interest referred to in **Section 2 of Appendix III of Part A** of this Circular.

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