

## HEKTAR REAL ESTATE INVESTMENT TRUST ("HEKTAR REIT")

- I. ACQUISITION AND LEASE;
- II. PLACEMENT; AND
- III. AMENDMENT

### (COLLECTIVELY REFERRED TO AS THE "PROPOSALS")

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*Reference is made to the announcements dated 12 September 2023, 7 December 2023, 21 December 2023 and 4 March 2024 in relation to the Acquisition and Lease. Unless otherwise stated, all terms used herein shall have the same meaning as those previously defined in the earlier announcements.*

On behalf of the Board, UOBKH wishes to announce that the Trustee, on 26 March 2024, accepted KCSB's request to waive the following remaining Conditions Precedent, which shall now become Conditions Subsequent of the SPA:-

- a) The Vendor having obtained, at its own cost and expense, the following consents:-
  - i. the consent of the state authority to transfer the Subject Property by the Vendor to the Trustee;
  - ii. the consent of the state authority for the lease of the Subject Property by the Trustee to the Lessee; and
  - iii. the consent of the state authority for the charge of the excluded land by the Vendor in favour of the Trustee (if any);
- b) the Vendor having obtained the consent from the Existing Chargee for the sale of the Subject Property by the Vendor in accordance with the terms of the SPA and that the Existing Chargee will not exercise any of its right under the Vendor's loan documents that may impede the sale herein including foreclosure on the master land and the Subject Property;
- c) the Trustee having carried out and completed the legal and financial due diligence review over the master land and the Subject Property as well as on the Lessee's and Vendor's financial capability to meet their obligations respectively under the SPA and the Lease Agreement and the results of the due diligence review are satisfactory to the Trustee; and
- d) the parties having carried out and completed the joint inspection on the Subject Property to identify the defects to be repaired and made good by the Vendor prior to the completion date.

Following the waiver, the SPA is scheduled to be unconditional on 27 March 2024 ("**Unconditional Date**"), and the parties shall fulfil the above Conditions Subsequent within two (2) months from the Unconditional Date or such other extended period as may be determined by the Trustee.

In consideration of the foregoing, KCSB proposed a discount of RM1.50 million from the initial Purchase Consideration of RM150.00 million. Therefore, the Purchase Consideration for the Subject Property is now RM148.50 million, to be satisfied in the following revised manner (as per underlined):-

<b>Payment terms</b>	<b>Timing of settlement</b>	<b>RM'000</b>	<b>%</b>
<b>Cash Deposit</b>	Upon execution of the SPA	7,500	<u>5.1</u>
<b>Redemption Sum</b>	On or before 6 March 2024 to the Existing Chargee	85,000	<u>57.2</u>
<b>Balance Sum:</b>			
Defect Retention Sum	On or before the expiry of the completion period	1,500	<u>1.0</u>
Lease Retention Sum	On or before the expiry of the completion period	<u>16,270</u>	<u>11.0</u>
First Balance Sum	On or before the expiry of the completion period	<u>23,000</u>	<u>15.5</u>
Final Balance Sum	On or before the expiry of the completion period with an automatic extension of 3 months from the expiry of the completion period or such other extended period as may be mutually agreed between the parties	<u>15,230</u>	<u>10.2</u>
<b>Total</b>		<b><u>148,500</u></b>	<b><u>100.0</u></b>

Save as disclosed above, there are no other changes to the salient terms of the SPA.

**This announcement is dated 26 March 2024.**