ANNUAL GENERAL MEETING::VOLUNTARY

Issuer & Securities

Issuer/ Manager

WEE HUR HOLDINGS LTD.

Security

WEE HUR HOLDINGS LTD. - SG1W55939399 - E3B

Announcement Details

Announcement Title

Annual General Meeting

Date &Time of Broadcast

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Status

New

Announcement Reference

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Submitted By (Co./ Ind. Name)

Teo Ah Hiong

Designation

Company Secretary

Financial Year End

31/12/2025

Event Narrative

Narrative Type	Narrative Text
Additional Text	Please refer to the following attachments: 1. Notice of Nineteenth Annual General Meeting (the "AGM"); 2. Appendix in relation to the Proposed Renewal of the IPT Mandate and Adoption of a Share Purchase Mandate; 3. Proxy Form; and 4. Request Form.

Event Dates

Meeting Date and Time

29/04/2026 11:00:00

Response Deadline Date

26/04/2026 11:00:00

Event Venue(s)

Place

Venue(s)	Venue details
Meeting Venue	The AGM of the Company will be convened and held at Aloft Singapore Novena, 16 Ah Hood Road, Singapore 329982 on Wednesday, 29 April 2026 at 11.00 a.m.. There will be no option for shareholders to participate via electronic means.

Attachments

- WHH FY2025 Notice of AGM.pdf
- WHH FY2025 Appendix.pdf
- WHH FY2025 Proxy Form.pdf
- WHH FY2025 Request Form.pdf

Total size =885K MB

WEE HUR HOLDINGS LTD.

UEN: 200619510K

(Incorporated in the Republic of Singapore)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Nineteenth Annual General Meeting (the "**AGM**") of Wee Hur Holdings Ltd. (the "**Company**") will be held at Aloft Singapore Novena, 16 Ah Hood Road, Singapore 329982 on Wednesday, 29 April 2026 at 11.00 a.m. for the purpose of transacting the following business:

ORDINARY BUSINESS

1. To receive and adopt the Directors' Statement, Auditor's Report and Audited Financial Statements for the financial year ended 31 December 2025. **Resolution 1**

2. To declare the payment of a final tax exempt (one-tier) dividend of $0.01 per ordinary share for the financial year ended 31 December 2025. **Resolution 2**

3. To approve the payment of Directors' fees of $185,000 for the financial year ending 31 December 2026, to be paid quarterly in arrears. (2025: $185,000). **Resolution 3**

4. To re-elect Dr Foo Say Mui, a Director of the Company retiring pursuant to Regulation 109 of the Company's Constitution. *[See Explanatory Note (a)]* **Resolution 4**

5. To re-elect Mr Lye Hoong Yip Raymond, a Director of the Company retiring pursuant to Regulation 109 of the Company's Constitution. *[See explanatory Note (a)]* **Resolution 5**

6. To re-appoint PricewaterhouseCoopers LLP as Independent Auditor and to authorise the Directors of the Company to fix their remuneration. **Resolution 6**

SPECIAL BUSINESS

To consider and, if thought fit, to pass the following resolutions, with or without modifications, as Ordinary Resolutions:

7. **Share Issue Mandate** **Resolution 7**

"That pursuant to Section 161 of the Companies Act 1967 (the "**Companies Act**") and the listing rules of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") authority be and is hereby given to the Directors of the Company to:

(a) (i) issue shares in the capital of the Company ("**Shares**") whether by way of rights, bonus or otherwise; and/or

(ii) make or grant offers, agreements or options (collectively, "**Instruments**") that might or would require Shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into Shares,

at any time and upon such terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit; and

(b) (notwithstanding the authority conferred by this Resolution may have ceased to be in force) issue Shares in pursuance of any Instruments made or granted by the Directors while this Resolution was in force,

provided that:

(1) the aggregate number of Shares (including Shares to be issued in pursuance of Instruments made or granted pursuant to this Resolution) to be issued pursuant to this Resolution shall not exceed fifty per cent (50%) of the total number of issued shares (excluding treasury shares and subsidiary holdings) in the capital of the Company (as calculated in accordance with sub-paragraph (2) below), of which the aggregate number of Shares (including Shares to be issued in pursuance of Instruments made or granted pursuant to this Resolution) to be issued other than on a pro rata basis to existing shareholders of the Company shall not exceed twenty per cent (20%) of the total number of issued shares (excluding treasury shares and subsidiary holdings) in the capital of the Company (as calculated in accordance with sub-paragraph (2) below);

(2) (subject to such manner of calculation as may be prescribed by the SGX-ST) for the purpose of determining the aggregate number of Shares that may be issued under sub-paragraph (1) above, the total number of issued Shares shall be based on the total number of issued Shares (excluding treasury shares and subsidiary holdings) in the capital of the Company at the time this Resolution is passed, after adjusting for:

(i)* new Shares arising from the conversion or exercise of any convertible securities;

(ii)* new Shares arising from the exercise of share options or vesting of share awards, provided the options or awards were granted in compliance with Part VIII of Chapter 8 of the Listing Manual of the SGX-ST; and

(iii) any subsequent bonus issue, consolidation or subdivision of Shares;

**Adjustments in accordance with (i) or (ii) are only to be made in respect of new shares arising from convertible securities, share options or share awards which were issued and outstanding or subsisting at the time of the passing of this resolution approving the mandate.*

and, in sub-paragraph (1) above and this sub-paragraph (2), "subsidiary holdings" has the meaning given to it in the Listing Manual of the SGX-ST.

(3) in exercising the authority conferred by this Resolution, the Company shall comply with the provisions of the Listing Manual of the SGX-ST for the time being in force (unless such compliance has been waived by the SGX-ST) and the Constitution for the time being of the Company; and

(4) (unless revoked or varied by the Company in a general meeting) the authority conferred by this Resolution shall continue in force until the conclusion of the next annual general meeting of the Company or the date by which the next annual general meeting of the Company is required by law to be held, whichever is the earlier." *[See explanatory Note (b)]*

8. **The Proposed Renewal of the Mandate for Interested Person Transactions** **Resolution 8**

"That:

(a) approval be and is hereby given, for the purposes of Chapter 9 of the listing manual of the SGX-ST (the "**Listing Manual of the SGX-ST**"), for the Company, its subsidiaries and associated companies that are considered to be "entities at risk" under Chapter 9 of the Listing Manual of the SGX-ST, or any of them, to enter into the Mandated Transactions (as defined in the Appendix) in relation to the proposed renewal of the IPT Mandate dated 14 April 2026 (the "**Appendix**") with the Mandated Interested Person (as defined in the Appendix), provided that such transactions are (i) made on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders and (ii) in accordance with the review procedures for such Mandated Transactions (as defined in the Appendix) (the "**IPT Mandate**");

(b) the IPT Mandate shall, unless revoked or varied by the Company in a general meeting, continue in force until the conclusion of the next annual general meeting of the Company;

(c) the Audit Committee of the Company be and is hereby authorised to take such action as it deems proper in respect of the procedures and/or modify or implement such procedures as may be necessary to take into consideration any amendment to Chapter 9 of the Listing Manual of the SGX-ST, which may be prescribed by the SGX-ST from time to time, and such other applicable laws and rules; and

(d) the Directors and any of them be and are hereby authorised to complete and do all such acts and things (including without limitation, to negotiate, sign, execute and deliver all documents, approve any amendments, alteration or modification to any document and affix the Common Seal of the Company to any such documents if required) as they or he may consider expedient or necessary in the interests of the Company to give effect to the transactions contemplated and/or authorised by and/or in connection with the proposed renewal of the IPT Mandate and/or this Ordinary Resolution (including approving any amendments to the IPT Mandate or variation orders)." *[See explanatory Note (c)]*

9. **Share Purchase Mandate** **Resolution 9**

"That:

(a) for the purposes of Sections 76C and 76E of the Companies Act, the exercise by the Directors of the Company of all the powers of the Company to purchase or otherwise acquire Shares not exceeding in aggregate the Maximum Number of Shares (as hereafter defined), at such price or prices as may be determined by the Directors from time to time up to the Maximum Price (as hereafter defined), whether by way of:

(i) on-market purchases transacted through the SGX-ST's trading system or on another stock exchange on which the Shares may for the time being be listed and quoted ("**Other Exchange**") ("**On-Market Purchases**"); and/or

(ii) off-market purchases (if effected otherwise than on the SGX-ST or, as the case may be, Other Exchange) in accordance with any equal access scheme(s) as may be determined or formulated by the Directors of the Company as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act ("**Off-Market Purchases**");

and otherwise in accordance with all other laws and regulations and rules of the SGX-ST or, as the case may be, Other Exchange as may for the time being be applicable, be and is hereby authorised and approved generally and unconditionally (the "**Share Purchase Mandate**");

(b) the authority conferred on the Directors pursuant to the Share Purchase Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this resolution and expiring on the earliest date on which:

(i) the next annual general meeting of the Company is held or required by law to be held;

(ii) purchases or acquisitions of Shares pursuant to the Share Purchase Mandate have been carried out to the full extent mandated; or

(iii) the authority contained in the Share Purchase Mandate is varied or revoked in a general meeting;

(c) in this resolution:

"**Average Closing Price**" means the average of the closing market prices of a Share over the last five (5) days on which the SGX-ST is open for trading in securities ("**Market Days**") on which transactions in the Shares were recorded, immediately preceding the date of the On-Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted, in accordance with the rules of the SGX-ST, for any corporate action that occurs after the relevant five-day period;

"**date of the making of the offer**" means the date on which the Company announces its intention to make an offer for the purchase or acquisition of Shares from Shareholders, stating the purchase price (which shall not be more than the Maximum Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

"**Maximum Percentage**" means that number of Shares representing not more than ten per cent (10%) of the issued ordinary share capital as at the date of the passing of this Resolution (excluding any Shares which are held as treasury shares and subsidiary holdings), subject always to the free float requirement as set out in paragraph 3.9 of the Appendix as at the date of passing of this Resolution (excluding any Shares which are held as Treasury Shares or subsidiary holdings as at that date); and

"**Maximum Price**" in relation to a Share to be purchased, means the purchase price (excluding related brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses) which shall not exceed:

(i) in the case of On-Market Purchases, 105% of the Average Closing Price of the Shares; and

(ii) in the case of Off-Market Purchases, 120% of the Average Closing Price of the Shares.

(d) the Directors and/or any of the Directors be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they and/or he may consider expedient or necessary in the interests of the Company to give effect to the Share Purchase Mandate and/or this resolution." *[See explanatory Note (d)]*

NOTICE IS HEREBY GIVEN that, subject to the members' approval at the AGM of the Company, the Transfer Books and Register of Members of the Company will be closed at 5.00 p.m. on 8 May 2026 for the purpose of determining members' entitlement to the proposed final tax exempt (1-tier) dividend of $0.01 per ordinary share for the financial year ended 31 December 2025 (the "**FY2025 Final Dividend**").

Duly completed transfers received by the Company's Registrar, Boardroom Corporate & Advisory Services Pte Ltd of 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632 up to the close of business at 5.00 p.m. on 8 May 2026 will be registered to determine the members' entitlement to the FY2025 Final Dividend.

In respect of shares in securities accounts with the Central Depository (Pte) Limited ("**CDP**"), the FY2025 Final Dividend will be paid by the Company to CDP which will in turn distribute the FY2025 Final Dividend entitlements to holders of shares in accordance with its practice.

The FY2025 Final Dividend, if approved, will be paid on 22 May 2026 to members registered in the books of the Company on 8 May 2026.

By Order of the Board
Teo Ah Hiong and Yeng Shi Hui
Joint Company Secretaries

14 April 2026

Explanatory Notes:

(a) Information pursuant to Rule 720(6) of the Listing Manual on Dr Foo Say Mui and Mr Lye Hoong Yip Raymond is set out under the "Information on Directors Seeking for Re-election" on pages 206 to 209 of Annual Report 2025 of the Company.

(b) The proposed Ordinary Resolution 7, if passed, will empower the Directors of the Company from the date of the AGM until the next annual general meeting to issue shares in the Company up to the limits as specified in the resolution for such purposes as they consider would be in the interests of the Company. This authority will continue in force until the next annual general meeting of the Company, unless previously revoked or varied at a general meeting.

(c) Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa and Mr Goh Yew Gee and their respective Associates, being interested persons, will abstain and have undertaken to ensure that each of their Associates (as defined in the Appendix) will abstain from voting on the proposed Ordinary Resolution 8 relating to the proposed renewal of the IPT Mandate. The proposed Ordinary Resolution 8, if passed, will empower the Directors of the Company from the date of the AGM until the next annual general meeting to do all acts and things as they or he may consider necessary or expedient in the interests of the Company to give effect to the transactions contemplated and/or authorised by and/or in connection with the proposed renewal of the IPT Mandate. This authority will continue in force until the next annual general meeting of the Company, unless previously revoked or varied at a general meeting. For more information relating to Ordinary Resolution 8, please refer to the Appendix.

(d) The proposed Ordinary Resolution 9, if passed, will empower the Directors of the Company, effective until the date of the next annual general meeting of the Company, or the date by which the next annual general meeting of the Company is required by law to be held or the date on which such authority is carried out to the full extent mandated or is varied or revoked by the Company in a general meeting, whichever is the earliest, to exercise the power of the Company to purchase or acquire its Shares. The Company intends to use internal sources of funds, external borrowings, or a combination of internal resources and external borrowings, to finance purchases or acquisitions of its Shares. The amount of financing required for the Company to purchase or acquire its Shares, and the impact on the Company's financial position, cannot be ascertained as at the date of this Notice as these will depend on, *inter alia*, whether the Shares are purchased or acquired out of capital and/or profits of the Company, the aggregate number of Shares purchased or acquired, and the consideration paid at the relevant time. For illustrative purposes only, the financial effects of an assumed purchase or acquisition by the Company of 10% of its issued Shares (excluding treasury shares and subsidiary holdings) as at 31 March 2026, at a purchase price equivalent to the Maximum Price per Share, in the case of an On-Market Purchase and an Off-Market Purchase respectively, based on the audited financial statements of the Group and the Company for FY2025, are set out in Paragraph 3.7 of the Appendix.

IMPORTANT

As the Company has opted for electronic dissemination, the following documents will be sent to shareholders of the Company (the "Shareholders") by electronic means via publication on the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/ and on the SGX website at the URL https://www.sgx.com/securities/company-announcements:

- **Annual Report 2025**
- **Notice of AGM**
- **Proxy Form**
- **Appendix**
- **The request form for printed copies of the Annual Report 2025 and Appendix (the "Request Form")**

Printed copies of the Notice of AGM, Proxy Form along with the Request Form will still be sent to the Shareholders by post.

There will be no option for members to participate the AGM virtually. Members are able to participate at the AGM in person in the following manners set out in the paragraphs below:

Submission of Instrument Appointing a Proxy ("Proxy Form") to Vote:

1. A member who is not a relevant intermediary, is entitled to appoint one or two proxies to attend and vote at the AGM. Where such member's proxy form appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the Proxy Form.

2. A member who is a relevant intermediary, is entitled to appoint more than two proxies to attend and vote at the AGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's proxy form appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the Proxy Form.

   "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967."

3. For Supplementary Retirement Scheme ("**SRS**") investors who hold their shares through relevant intermediaries as defined in Section 181 of the Companies Act (including holders under depository agents) and who wish to appoint the Chairman of the AGM as proxy should approach their respective relevant intermediaries (including their respective SRS Operators or depository agents) to submit their voting instructions in the Proxy Forms at least seven (7) working days before the AGM, i.e. by 5.00 p.m. on 20 April 2026.

4. A proxy need not be a member of the Company.

5. The instrument appointing a proxy or proxies must be submitted to the Company in the following manner:

   (a) if submitted by post, be lodged at the office of the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or

   (b) if submitted electronically, be submitted via email to the Company's Share Registrar at srs.proxy@boardroomlimited.com.

   iin either case not less than seventy-two (72) hours before the time appointed for the AGM, i.e. no later than 11.00 a.m. on 26 April 2026. The appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the AGM if he so wishes in place of the proxy. However, any appointment of a proxy or proxies by such Shareholder shall be deemed to be revoked if the Shareholder attends the AGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the proxy form, to the AGM.

   A member who wishes to submit a Proxy Form must first complete and sign the Proxy Form, before submitting it by post to the address provided above, or by scanning and sending it by email to the email address provided above.

   Members are strongly encouraged to submit completed Proxy Forms electronically via email.

6. A depositor shall not be regarded as a member of the Company entitled to attend and vote at the AGM unless his/her name appears on the Depository Register not less than seventy-two (72) hours before the time of the AGM.

7. The instrument appointing a proxy or proxies must be under the hand of the appointor or his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or under the hand of an officer or attorney duly authorised. Where the instrument appointing a proxy or proxies is executed by an attorney on behalf of the appointor, the letter or power of attorney or a duly certified copy thereof must be lodged with the instrument.

8. The Company shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies.

Submission of Questions in Advance:

1. Shareholders including CPF/SRS Investors may also submit questions related to resolutions to be tabled at the AGM in the following manner:

   (a) via email to the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at srs.proxy@boardroomlimited.com.

   (b) by post. Shareholders may also submit their questions by post to the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632.

   All questions for the AGM must be submitted by 11.00 a.m. on 22 April 2026.

2. A member who wishes to submit the questions in hard copy by mail is required to indicate the full name (for individuals)/company name (for corporates), NRIC/Passport No./Company Registration No., email address, contact number, shareholding type and number of shares held together with their submission, before submitting it by post to the address provided.

3. The Board of Directors of the Company will endeavour to address all substantial and relevant questions received from Shareholders prior to the AGM by publishing the responses to those questions on the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/ and on the SGX website at the URL https://www.sgx.com/securities/company-announcements before 11.00 a.m. on 24 April 2026 (not less than 48 hours prior to the closing date and time for the lodgement of the Proxy Forms). Where substantial relevant questions submitted by Shareholders are unable to be addressed prior to the AGM, the Company will address them during the AGM.

   The Company shall only address relevant and substantial questions (as may be determined by the Company in its sole discretion) received.

4. The Company will publish the minutes of AGM on the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/ and on the SGX website at the URL https://www.sgx.com/securities/company-announcements not later than the expiry of one month after the date of AGM.

Personal Data Privacy:

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

APPENDIX DATED 14 APRIL 2026

THIS APPENDIX IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This Appendix (as defined herein) is circulated to the Shareholders (as defined herein) of Wee Hur Holdings Ltd. (the "**Company**") together with the Company's annual report for the financial year ended 31 December 2025 (the "**Annual Report 2025**"). Its purpose is to provide the Shareholders with information relating to the Proposed Corporate Actions (as defined herein) to be tabled at the AGM (as defined herein) which will be held in a wholly physical format on Wednesday, 29 April 2026 at 11.00 a.m. at Aloft Singapore Novena, 16 Ah Hood Road, Singapore 329982 for the purpose of considering and, if thought fit, passing with or without modification, the resolutions set out in the Notice of AGM including but not limited to the Proposed Resolutions (as defined herein).

There will be no option for shareholders to participate virtually. Printed copies of the Notice of AGM, the Proxy Form and the request form for printed copies of the Appendix (the **"Request Form**") will be sent to Shareholders. However, a printed copy of this Appendix will **NOT** be sent to Shareholders as the Company has opted for electronic dissemination. The Appendix, together with the Notice of AGM, and the accompanying Proxy Form, has been made available on the SGX website and may also be accessed at the Company's website.

If you are in doubt about its contents or the action you should take, you should consult your bank manager, stockbroker, solicitor, accountant or other professional adviser immediately.

If you have sold or transferred all your shares in the capital of the Company, you should immediately forward this Appendix to the purchaser or the transferee or the bank, stockbroker or agent through whom you effected the sale or transfer for onward transmission to such purchaser or transferee.

The Proposed Resolutions are set out in the Notice of AGM accompanying the Annual Report 2025.

The SGX-ST takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Appendix.

偉合控股有限公司

WEE HUR HOLDINGS LTD.

(UEN: 200619510K)
(Incorporated in the Republic of Singapore)

APPENDIX TO SHAREHOLDERS

IN RELATION TO

(1) THE PROPOSED RENEWAL OF THE IPT MANDATE

(2) THE PROPOSED ADOPTION OF THE SHARE PURCHASE MANDATE

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DEFINITIONS

In this Appendix, the following definitions shall apply throughout unless the context otherwise requires or otherwise stated:

"**ACRA**"	:	The Accounting and Corporate Regulatory Authority of Singapore.
"**AGM**"	:	The annual general meeting of the Company to be held in a wholly physical format on 29 April 2026.
"**Appendix**"	:	This appendix to shareholders dated 14 April 2026 in relation to the Proposed Corporate Actions.
"**Approval Date**"	:	The date of the AGM at which the Proposed Corporate Actions will be approved.
"**Associate**"	:	(a) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means: (i) his Immediate Family; (ii) the trustees of any trust of which he or his Immediate Family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; or (b) in relation to a substantial shareholder or a controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more.
"**Audit Committee**"	:	The audit committee of the Company for the time being, comprising Dr Foo Say Mui, Mr Lye Hoong Yip Raymond and Mr Goh Yew Gee.
"**Average Closing Price**"	:	Has the meaning ascribed to it in Section 0 of this Appendix.
"**Board**"	:	The board of Directors of the Company.
"**Business**"	:	The business conducted by the Group being provision of construction services, property development, fund management and venture capital activities solely in relation to immovable assets, acquiring and/or leasing lands which have been approved for dormitory and developing such land into worker dormitories, in Singapore, and owning, developing and managing PBSA assets in Australia.
"**Business Model**"	:	The business model adopted by the Group in relation to joint ventures involving the establishment of special purpose vehicles held, directly or indirectly, by (i) the Company, (ii) the

		Goh Directors and their Associates and (iii) where applicable, unrelated third parties.
"**CDP**"	:	The Central Depository (Pte) Limited.
"**Companies Act**"	:	The Companies Act 1967 of Singapore, as may be amended or modified from time to time.
"**Constitution**"	:	The constitution of the Company, as amended from time to time.
"**Construction Services**"	:	The construction services provided or to be provided by the Group to a Mandated Interested Person, in its capacity as a main contractor, in respect of development and investment projects, including the design, development, construction and completion of these projects, details of which are set out in Section 2.5 of this Appendix.
"**Controlling Shareholder**"	:	A person who: (a) holds directly or indirectly 15% or more of the total number of issued Shares excluding treasury shares and subsidiary holdings in the Company; or (b) in fact exercises control over the Company.
"**Corporate Support Services**"	:	The corporate support services provided or to be provided by the Group to a Mandated Interested Person, including administrative, company secretariat and finance services, details of which are set out in Section 2.5 of this Appendix.
"**Directors**"	:	The directors of the Company for the time being.
"**EPS**"	:	Earnings per Share
"**FY2025**"	:	Financial year ended 31 December 2025
"**Goh Directors**"	:	Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa and Mr Goh Yew Gee.
"**Immediate Family**"	:	In relation to a person, means the person's spouse, child, adopted child, step-child, sibling or parent.
"**Independent Directors**"	:	The independent directors of the Company and who are also independent of the Mandated Interested Persons or the Concert Party Group, namely Dr Foo Say Mui and Mr Lye Hoong Yip Raymond.
"**Independent Shareholders**"	:	Shareholders who are independent for the purpose of approving the proposed renewal of the IPT Mandate by the Company, namely Shareholders excluding the Goh Directors and their Associates.
"**Investment Management Services**"	:	The investment management services provided or to be provided by the Group to a Mandated Interested Person, including identifying investment and divestment opportunities and structuring, monitoring and managing the investments, details of which are set out in Section 2.5 of this Appendix.

"**IPT Mandate**"	:	The general mandate and its renewal thereof, by the Company pursuant to Chapter 9 of the Listing Manual, permitting companies within the Group, or any of them, to enter into any Mandated Transaction with any Mandated Interested Person on a recurring basis, provided that such Mandated Transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders.
"**Latest Practicable Date**"	:	31 March 2026 being the latest practicable date prior to the finalisation of this Appendix for ascertaining information included herein.
"**Listing Manual**"	:	The listing manual of the SGX-ST, as may be modified, supplemented or amended from time to time.
"**Mandated Interested Persons**"	:	Means the following WH JV SPVs, being interested persons of the Company which fall within the IPT Mandate, presently in existence: (i) ASE; (ii) ACUD; (iii) ACUV; (iv) Cryna One; (v) Cryna Two; (vi) Cryna Three; (vii) Lowood One; (viii) WASPL; (ix) WH Australia (Land); (x) WH Thomson (Commercial); (xi) WH Thomson (Residential); (xii) WH Bartley; (xiii) WH Woodlands; and (xiv) WH PBSA F2 (including all its sub trusts); including any WH JV SPV to be established in the future, all of which being subject to the conditions set out in Section 2.4.3 of this Appendix.
"**Mandated Transactions**"	:	The categories of transactions with the Mandated Interested Persons for the Business, being: (i) the Construction Services; (ii) the Project Management Services; (iii) the Corporate Support Services;

		(iv) the Investment Management Services; and (v) the Operating Management Services, as further described in Section 2.5 of this Appendix, and for the avoidance of doubt does not include the purchase or sale of assets, undertakings or businesses conducted by the respective WH JV SPVs under the Business Model.
"**Market Day**"	:	A day on which the SGX-ST is open for trading in securities.
"**month**"	:	A calendar month
"**Notice of AGM**"	:	The notice of AGM dated 14 April 2026.
"**NTA**"	:	Net tangible assets.
"**Off-Market Purchase**"	:	Has the meaning ascribed to it in Section 0 of this Appendix.
"**On-Market Share Purchase**"	:	Has the meaning ascribed to it in Section 0 of this Appendix.
"**Operating Management Services**"	:	The operating management services provided or to be provided by the Group to a Mandated Interested Person, which includes developing the Y Suites Brand, providing sales and marketing services and management services to the PBSA and its residents, details of which are set out in Section 2.5 of this Appendix.
"**PBSA**"	:	Purpose-built student accommodation.
"**Project Management Services**"	:	The project management services provided or to be provided by the Group to a Mandated Interested Person in respect of development and investment projects, including managing these projects to ensure timely completion and quality delivery, details of which are set out in Section 2.5 of this Appendix.
"**Proposed Corporate Actions**"	:	Collectively the proposed renewal of the IPT Mandate and the proposed adoption of the Share Purchase Mandate.
"**Proposed Resolutions**"	:	Has the meaning ascribed to it in Section 1 of this Appendix.
"Request Form"	:	The request form for printed copies of this Appendix.
"**Securities and Futures Act**"	:	The Securities and Futures Act 2001 of Singapore, as may be amended or modified from time to time.
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited.
"**Shareholders**"	:	The registered holders of Shares, except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context admits, mean the Depositors whose securities accounts are credited with Shares.
"**Share Purchase**"	:	The purchase or acquisition of issued Shares by the Company pursuant to the terms of the Share Purchase Mandate.

"Share Purchase Mandate"	:	The general and unconditional mandate given by Shareholders at a general meeting to authorise the Directors to exercise all powers of the Company to purchase or otherwise acquire issued Shares within the Relevant Period, in accordance with the terms set out in this Appendix, as well as the rules and regulations set forth in the Companies Act and the Listing Manual.
"**Shares**"	:	Ordinary shares in the capital of the Company.
"**SIC**"	:	The Securities Industry Council of Singapore.
"**Substantial Shareholder**"	:	A person (including a corporation) who has an interest or interests in one or more voting Shares in the Company and the total vote attached to that Share, or those Shares, is not less than 5% (directly or indirectly) of the total votes attached to all voting Shares in the Company.
"**Take-over Code**"	:	The Singapore Code on Take-overs and Mergers, as modified, supplemented or amended from time to time.
"**Treasury Shares**"	:	Shares purchased or otherwise acquired by the Company pursuant to the Share Purchase Mandate and held by the Company in accordance with Section 76H of the Companies Act.
"**Trust Special Purpose Vehicle**"	:	The private company limited by shares, incorporated in Singapore, though which each of the Goh Directors and their Associates (being interested persons) had subscribed for the units in WH PBSA F2 (as the case maybe).
"**WH JV SPV**"	:	The special purpose vehicles held, directly or indirectly, by (i) the Company, (ii) the Goh Directors and their Associates and (iii) where applicable, unrelated third parties.
"**Y Suites Brand**"		The hospitality brand for operating PBSA.
"**S$**" and "**cents**"	:	Singapore dollars and cents, respectively.
"**%**"	:	Per centum or percentage.

Entities

"**Company**"	:	Wee Hur Holdings Ltd.
"**Group**"	:	The Company and its subsidiaries.

Wholly-owned subsidiaries of the Company

"**WH Australia**"	:	Wee Hur (Australia) Pte. Ltd., being an entity at risk.
"**WH Capital**"	:	Wee Hur Capital Pte. Ltd., being an entity at risk.
"**WH Construction**"	:	Wee Hur Construction Pte. Ltd., being an entity at risk.
"**WH Dormitory**"	:	Wee Hur Dormitory Pte. Ltd., being an entity at risk.
"**WH Hospitality**"	:	Wee Hur Hospitality Pte. Ltd., being an entity at risk.

"**WH Property**"		Wee Hur Property Pte. Ltd., (formerly known as Wee Hur Development Pte. Ltd.), being an entity at risk.

WH JV SPVs

"**ASE**"	:	Active System Engineering Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"ACUD"	:	Anchor Urban Development Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"ACUV"	:	Anchor Urban Ventures Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"**Cryna One**"	:	Cryna One Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"**Cryna Two**"	:	Cryna Two Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"**Cryna Three**"	:	Cryna Three Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"**Lowood One**"	:	Lowood One Pty Ltd, being both an entity at risk and a Mandated Interested Person.
"**WASPL**"	:	Wycombe Abbey School (Singapore) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"**WH Australia (Land)**"	:	Wee Hur Australia (Land) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"**WH Bartley**"	:	Wee Hur (Bartley) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"**WH JV SPVs**"	:	The joint venture special purpose vehicles held, directly or indirectly, by (i) the Company, (ii) the Goh Directors and their Associates and (iii) where applicable, unrelated third parties.
"**WH PBSA F2**"	:	Wee Hur PBSA Fund II, being both an entity at risk and a Mandated Interested Person.
"**WH Thomson (Commercial)**"	:	Wee Hur Thomson (Commercial) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"**WH Thomson (Residential)**"	:	Wee Hur Thomson (Residential) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.
"**WH Woodlands**"	:	Wee Hur (Woodlands 12) Pte. Ltd., being both an entity at risk and a Mandated Interested Person.

Entities directly held by the Goh Directors and their Associates

"**GSC Holdings**"	:	GSC Holdings Pte. Ltd.
"**WM Bartley**"	:	WM (Bartley) Pte. Ltd.
"**WM Dormitory**"	:	WM Dormitory Pte. Ltd.

"**WH Dormitory (Soon Lee)**"	:	WM Dormitory (Soon Lee) Pte. Ltd.
"**WM (IS)**"	:	WM (IS) Private Limited
"**WM Kaki Bukit**"	:	WM (Kaki Bukit) Pte. Ltd.
"WM Australia"		WM (Australia) Pte. Ltd.
"WM PBSA 3"		WM (PBSA 3) Private Limited

The terms "**Depositor**", "**Depository**" and "**Depository Register**" shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act.

The terms "**subsidiary**", "**subsidiary holdings**" and "**related company**" shall have the meaning ascribed to them respectively in the Companies Act.

Words importing the singular shall, where applicable, include the plural and *vice versa*, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*.

Words importing persons include corporations.

Any reference in this Appendix to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or any statutory modification thereof and used in this Appendix shall, where applicable, have the meaning ascribed to it under the Companies Act or any statutory modification thereof, as the case may be.

All percentages included in this Appendix are rounded to the nearest two (2) decimal places.

Harry Elias Partnership LLP has been appointed as the legal adviser to the Company in respect of the Proposed Corporate Actions.

WEE HUR HOLDINGS LTD.
(UEN: 200619510K)
(Incorporated in the Republic of Singapore)

Directors:
Mr Goh Yeow Lian *(Executive Chairman and Managing Director)*
Mr Goh Yew Tee *(Executive Director and Deputy Managing Director)*
Mr Goh Yeo Hwa *(Executive Director)*
Mr Goh Yew Gee *(Non-Executive Director)*
Dr Foo Say Mui *(Lead Independent Director)*
Mr Lye Hoong Yip Raymond *(Independent Director)*

Registered Office:
39 Kim Keat Road
Wee Hur Building
Singapore 328814

14 April 2026

To: The Shareholders of Wee Hur Holdings Ltd.

Dear Sir/Madam

(I) THE PROPOSED RENEWAL OF THE IPT MANDATE

(II) THE PROPOSED ADOPTION OF THE SHARE PURCHASE MANDATE

1. INTRODUCTION

We refer to the Notice of AGM which relates to, *inter alia*, the Proposed Corporate Actions, and contains: (a) the ordinary resolution relating to the proposed renewal of the IPT Mandate; and (b) the ordinary resolution relating to the proposed adoption of the Share Purchase Mandate (collectively, the "**Proposed Resolutions**").

The purpose of this Appendix is to provide the Shareholders with information relating to, and to seek their approval for, the Proposed Resolutions at the AGM.

The SGX-ST takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Appendix.

2. THE PROPOSED RENEWAL OF THE IPT MANDATE

2.1 Background

The IPT Mandate was originally approved by the Shareholders at the extraordinary general meeting of the Company held on 11 February 2022. The IPT Mandate was subsequently renewed at the annual general meetings of the Company held on 29 April 2022, 28 April 2023, 26 April 2024, 30 April 2025 as amended pursuant to an extraordinary general meeting of the Company held on 12 October 2022 to amend the definition of "Mandated Interested Persons" to include all sub trusts under WH PBSA F2.

The current IPT Mandate will expire at the conclusion of the AGM. Accordingly, the Company is seeking the Shareholders' approval for the proposed renewal of the IPT Mandate at the AGM.

If the resolution for the proposed renewal of the IPT Mandate is approved by the Shareholders at the AGM, the authority conferred by the IPT Mandate will take effect from the Approval Date and continue to be in force until the conclusion of the next annual general meeting of the Company (unless revoked or varied by the Company in general meeting) or the date by which the next annual general meeting is required by law to be held, whichever is earlier.

2.2 Chapter 9 of the Listing Manual

Chapter 9 of the Listing Manual governs transactions in which a listed company or any of its subsidiaries or associated companies enters into or proposes to enter into with a party who is an interested person of the listed company.

Under the Listing Manual:

(a) the term "**entity at risk**" means:

(i) the issuer;

(ii) a subsidiary of the issuer that is not listed on the SGX-ST or an approved exchange; or

(iii) an associated company of the issuer that is not listed on the SGX-ST or an approved exchange, provided that the issuer and/or its subsidiaries (the "**listed group**"), or the listed group and its interested person(s), has control over the associated company;

(b) the term "**interested person**", in the case of a company, means:

(i) a director, chief executive officer or Controlling Shareholder of the issuer; or

(ii) an Associate of such director, chief executive officer or Controlling Shareholder.

(c) the term "**approved exchange**" means a stock exchange that has rules which safeguard the interests of shareholders against interested person transactions according to similar principles to Chapter 9 of the Listing Manual; and

(d) the term "**interested person transaction**" means a transaction between an entity at risk and an interested person.

Under Rule 905 of the Listing Manual, the Company will be required to make an immediate announcement of any interested person transaction if the value of that transaction is equal to or exceeds 3% of the value of the Group's latest audited NTA or the aggregate value of all transactions entered into with the same interested person during the same financial year amounts to 3% or more of the Group's latest audited NTA.

Under Rule 906 of the Listing Manual, shareholders' approval is required in respect of any interested person transaction if the value of that transaction is equal to or exceeds 5% of the value of the Group's latest audited NTA or the transaction, when aggregated with other transactions entered into with the same interested person during the same financial year, is of a value equal to, or more than, 5% of the Group's latest audited NTA. However, a transaction which has been approved by shareholders, or is the subject of aggregation with another transaction that has been approved by shareholders, need not be included in any subsequent aggregation.

The above requirements under Rule 905 of the Listing Manual for immediate announcement and/or for shareholders' approval under Rule 906 of the Listing Manual, as the case may be, do not apply to any transaction below S$100,000, and certain transactions which, by reason of the nature of such transactions, are not considered to put the listed company at risk and hence excluded from the ambit of Chapter 9 of the Listing Manual.

Rule 920 of the Listing Manual permits a listed company to seek a general mandate from its shareholders for recurrent transactions of a revenue or trading nature or those necessary for its day-to-day operations such as the purchase and sale of supplies and materials (but not in respect of the purchase or sale of assets, undertakings or businesses) that may be carried out with the listed company's interested persons. A general mandate is also subject to annual renewal.

2.3 Rationale for the IPT Mandate and Benefits to the Group

It is envisaged that the Group, in the ordinary course of business, will continue to enter into the Mandated Transactions with the relevant Mandated Interested Persons from time to time.

In relation to the Mandated Transactions, the Directors believe that such transactions are in the interest of the Group for the following reasons[1]:

(a) Construction Services and Project Management Services – As part of the commercial agreement for the Group's establishment of a WH JV SPV in relation to a property development project, the Group in its capacity as majority shareholder of a WH JV SPV, will negotiate for its joint venture partner(s) to agree to the engagement of:

(i) WH Construction to provide Construction Services to the WH JV SPV; and/or

(ii) WH Development to provide Project Management Services to the WH JV SPV.

Such engagement allows the Group to control and maintain the quality of the development and investment projects by leveraging off its forty-five (45) years of track record, experience and licences that the Group (through WH Construction) holds. The Group expects to achieve an increase in revenue and earning streams of WH Construction based on past track records. In appointing WH Construction as the main contractor, the Group is able to afford preferential treatment to the Group such as negotiating for a waiver from the requirement to provide a performance bond (equivalent to 10% of the contract sum) unlike in its construction contracts with unrelated third parties where waivers of performance bonds are non-negotiable. Please refer to Section 2.5(a) of this Appendix for the scope of the Construction Services.

In appointing WH Development as the project manager, the Group is able to maintain effective control over these subsidiaries (being a WH JV SPV) as the project manager is responsible for the overall project management (such as the scope of work as described in Section 2.5(b) of this Appendix) with a primary focus to ensure that the project is implemented in accordance with the contractual requirements. Just like WH Construction, the Group expects to achieve an increase in revenue and earning streams of WH Development based on past track records. Please refer to Section 2.5(b) of this Appendix for the scope of the Project Management Services.

(b) Corporate Support Services - These services, which constitutes the usual inter-company services for their day-to-day operations, permit the sharing of resources, economies of scale and reduce duplication of efforts. Please refer to Section 2.5(c) of this Appendix for the scope of the Corporate Support Services.

(c) Investment Management Services – The fund management business of the Group is undertaken by WH Capital, a wholly owned subsidiary of the Company. The role of WH Capital is to proactively manage each stage of a fund's real estate life cycle through expertise in acquisition, development and asset management, including but not limited to identifying suitable plots of land for acquisition and development into PBSA. The scope and nature of these services enable the Group to maintain effective control over the WH JV SPV. The Group expects to achieve an increase in revenue and earning streams of WH Capital based on past track records. In addition to having the Company as sponsor, the appointment of WH Capital as the fund manager to WH PBSA F2 facilitates fund-raising from third-party investors in respect of such funds. Please refer to section 2.5(d) of this Appendix for details on the scope of the Investment Management Services.

(d) Operating Management Services for PBSA – The operation of the PBSA under the Y Suites brand is undertaken by WH Hospitality, a wholly owned subsidiary of the Company.

[1] As the scope of services in relation to the Construction Services, Project Management Services, Corporate Support Services, Investment Management Services and Operating Management Services are clearly differentiated and distinct from each other, there are no overlaps. Please refer to Section 2.5 of this Appendix for details on the scope of each of such services.

The role of WH Hospitality is to develop the Y Suites brand as a strategic brand driver for marketing and sales of the PBSA portfolio, and to provide services in connection with the business development, management and operation of the PBSA. Please refer to section 2.5(e) of this Appendix for details on the scope of the Operating Management Services.

(e) The Company views the presence of the Goh Directors and their Immediate Families (being interested persons) as investors in the Mandated Interested Persons to be advantageous to the Group as it facilitates the fundraising process and accelerates the realisation of the Group's business plans.

In view of the time-sensitive and recurrent nature of commercial transactions, the proposed renewal of the IPT Mandate pursuant to Chapter 9 of the Listing Manual will enable the Group, in the ordinary course of business, to enter into the categories of transactions set out in Section 2.5 of this Appendix, with the Mandated Interested Persons as set out in section 2.4 of this Appendix, without being separately subject to Rules 905 and 906 of the Listing Manual, provided such Mandated Transactions are made on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders.

The IPT Mandate will also enhance the Group's ability to pursue business opportunities which are time-sensitive in nature, eliminating the need for the Company to announce and convene separate general meetings on each occasion to seek Shareholders' prior approval for the entry by the relevant entity in the Group into such Mandated Transactions. As such Mandated Transactions are also carried out by the Group in its ordinary course of business and/or which are necessary for its day-to-day operations (but not in respect of the purchase or sale of assets, undertakings or businesses), the IPT Mandate will substantially reduce the expenses associated with the convening of general meetings on an *ad hoc* basis, improve administrative efficiency considerably, and allow manpower resources and time to be channelled towards attaining other corporate objectives without compromising existing corporate objectives and adversely affecting the business opportunities available to the Company owing to the time-sensitive nature of commercial transactions.

The IPT Mandate is intended to facilitate the Mandated Transactions in the day-to-day operations of the Group that may be transacted from time to time with the Mandated Interested Persons, provided that they are carried out on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders.

2.4 Classes of Mandated Interested Persons

2.4.1 Background of Business Model with Mandated Interested Persons

The business model of the Group ("**Business Model**") in relation to joint ventures involves establishment of special purpose vehicles held, directly or indirectly, by (i) the Company, (ii) the Goh Directors and their Associates and (iii) where applicable, unrelated third parties ("**WH JV SPVs**").

Under the Business Model, (a) the Group is typically the biggest stakeholder holding at least 30% equity interests; and (b) the Goh Directors and their Associates together (directly or indirectly)[2] generally hold not less than 30% or more equity interests in such WH JV SPVs. Accordingly, each WH JV SPV, once established in accordance with the above, is considered an Associate of the Goh Directors and constitutes an interested person for the purposes of Chapter 9 of the Listing Manual. The WH JV SPV may constitute a subsidiary of the Company (in the case where the Company holds more than 50% equity interest) or an associated company of the Company (in the case where the Company holds between 30% to 50% equity interest).

The Group has adopted this Business Model since 2010 and intends to continue adopting the Business Model. The Business Model has proven beneficial to the Group as it:

[2] By virtue of Section 4 of the Securities and Futures Act, the Goh Directors are deemed to be interested in the Company's entire equity interests in the WH JV SPVs as the Goh Directors and their Associates hold (directly and indirectly) approximately 59.12% equity interests in the Company.

(a) offers assurance to unrelated third-party investors as the Company and the Goh Directors commit to holding significant equity stakes in the WH JV SPV;

(b) allows the Group to undertake risks and rewards of the WH JV SPV in proportion to the equity contribution of the Group; and

(c) generates revenue for the Group.

The Company manages the WH JV SPVs by ensuring that the Company exercises control over the WH JV SPVs by way of the following practices adopted under its Business Model:

(a) where the WH JV SPV is a subsidiary or an associated company of the Company, the Company controls more than half of the voting power of the subsidiary or exercises its voting rights as the single largest shareholder respectively;

(b) where the WH JV SPV is a subsidiary of the Company, representatives of the Company constitute a majority of the board composition and accordingly, the Company, through its board representatives, directs the management and policies of each WH JV SPV, where the WH JV SPV is an associated company of the Company, the Company maintains such board representation that is proportionate to its equity interests in such WH JV SPV;

(c) where the WH JV SPV is constituted as a fund structure (for example, in the case of WH PBSA F2 which is constituted as a unit trust), WH Capital (being a wholly owned subsidiary) is appointed as the fund manager to manage such WH JV SPV; and

(d) where the WH JV SPV is constituted for the purposes of a property development project, WH Development (being a wholly owned subsidiary) is appointed as the project manager to manage the development properties and investment properties for such WH JV SPV.

Under the above circumstances, each WH JV SPV is deemed both an entity at risk (in its capacity as a subsidiary or associated company of the Company) and an interested person (in its capacity as an Associate of the Goh Directors).

Given that the WH JV SPVs are established as part of the Business Model of the Group and such WH JV SPVs (which are either presently in existence or to be established in the future) would ordinarily constitute either a subsidiary or (in the case of WH PBSA F2) an associated company of the Group, the Company is of the view that there is no change in the risk profile brought on by such WH JV SPVs (which are either presently in existence or to be established in the future) in respect of the Mandated Transactions between the Group and such WH JV SPVs.

The WH JV SPVs (which are either presently in existence or to be established in the future) undertake projects for development properties and investment properties and accordingly, the members of the Group (being the entities at risks) and the WH JV SPVs (being the Mandated Interested Persons) will enter into the Mandated Transactions for the purposes of facilitating such projects.

2.4.2 Classes of Mandated Interested Persons

The Goh Directors, being Directors, and their respective Associates are treated as interested persons under Chapter 9 of the Listing Manual.

Due to the Goh Directors' deemed interests[3] in the WH JV SPVs, each of the WH JV SPVs is deemed an "Associate" of the Goh Directors and would constitute an interested person for the purposes of Chapter 9 of the Listing Manual. Therefore, any transaction entered into between

[3] By virtue of Section 4 of the Securities and Futures Act, the Goh Directors are deemed to be interested in 2,000,000 ordinary shares (representing the entire equity interest) in WH Bartley held by WH Development and WM Bartley as the Goh Directors and their Associates hold (directly and indirectly) (i) approximately 59.12% equity interests in the Company and (ii) 100% equity interests in WM Bartley.

the Group and any of the WH JV SPVs will each constitute an interested person transaction, and will be subject to Chapter 9 of the Listing Manual.

The IPT Mandate applies to the Mandated Transactions (as defined below) to be carried out between the Group (being the entities at risks) and any Associates of the Goh Directors (being the interested persons) which are WH JV SPVs established pursuant to the Business Model where the risks and rewards are in proportion to the equity of each joint venture partner.

Such WH JV SPVs are as follows:

(a) ASE

WH Dormitory, a wholly owned subsidiary of the Company, holds 60% of the equity interest in ASE, with the balance held by WM Dormitory (10%), an entity wholly owned by the Goh Directors and their Associates, Lucrum Dormitory Pte. Ltd. (10%), and TS Management Services Pte. Ltd. (20%), both unrelated third parties.

(b) WH Bartley

WH Development, a wholly owned subsidiary of the Company, holds 75% of the equity interest in WH Bartley, with the balance held by WM Bartley (25%), an entity wholly owned by the Goh Directors and their Associates.

(c) WH Woodlands

WH Development, a wholly owned subsidiary of the Company, holds 60% of the equity interest in WH Woodlands, with the balance held by WM Kaki Bukit (15%), an entity wholly owned by the Goh Directors and their Associates, and by ZACD (Woodlands 12) Pte. Ltd. (25%), an unrelated third party.

(d) WH PBSA F2

The Company holds 30% unitholding interests in WH PBSA F2 with the balance held by the Goh Directors and their Associates, through their respective Trust Special Purpose Vehicles (16%), and by third parties as passive investors (54%).

(e) Any WH JV SPV to be established in the future

For the avoidance of doubt, the Associates of the Goh Directors would include such entities who may, during such period while the IPT Mandate is in effect, become an Associate of the Goh Directors where previously they were not so. For example, Mandated Interested Persons would include any WH JV SPV not yet identified as at the Latest Practicable Date but may be established in the future (either by way of a corporation or a private fund structure in line with the Business Model), and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests).

(f) ACUD

ACUD was incorporated as a joint venture entity held as to 80% by WH Australia and the remaining 20% by WM PBSA 3.

WH Australia is a wholly owned subsidiary of the Company.

WM PBSA 3 is an entity held as to 90% equity interests by the Goh Directors and their Associates, and 10% equity interests by Sua Investment Pte. Ltd., an entity wholly owned by an Associate of the Goh Directors and her immediate family.

Given the above, ACUD is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(g) ACUV

ACUV was incorporated as a joint venture entity held as to 80% by WH Australia and the remaining 20% held by WM PBSA 3.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia and WM PBSA 3.

Given the above, ACUV is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(h) Cryna One

Cryna One was incorporated as a joint venture entity, with WH Australia, WM Australia, Bellwood Professional Pty Ltd and Europa Group Pty Ltd holding 28%, 19%, 2% and 51% equity interests respectively.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia.

WM Australia is an entity held as to 90% equity interests by the Goh Directors and their Associates and 10% equity interests by Sua Investment Pte. Ltd., an entity wholly owned by an Associate of the Goh Directors and her immediate family.

Bellwood Professional Pty Ltd is an entity acting as Trustee for Scott and Family Super Fund being a self-managed super fund held by Peter Scott William, an employee of the Company.

Europa Group Pty Ltd is an unrelated third party.

Given the above, Cryna One is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(i) Cryna Two

Cryna Two was incorporated as a joint venture entity, with WH Australia, WM Australia, Peter William Scott and Europa Group Pty Ltd holding 28%, 19%, 2% and 51% equity interests respectively.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia and to section 2.4.2(h) of this Appendix for further details on WM Australia, Peter Scott William and Europa Group Pty Ltd.

Given the above, Cryna Two is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests).

(j) Cryna Three

Cryna Three was incorporated as a joint venture entity, with WH Australia, WM Australia, Peter William Scott as Trustee for Bellwood Investment Trust and Europa Group Pty holding 28%, 19%, 2% and 51% equity interests respectively.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia and to section 2.4.2(h) of this Appendix for further details on WM Australia, Peter Scott William and Europa Group Pty Ltd.

Given the above, Cryna Three is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(k) Lowood One

Lowood One was incorporated as a joint venture entity, with WH Australia, WM Australia and Peter Scott William holding 70%, 28% and 2% equity interests respectively.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia and to section 2.4.2(h) of this Appendix for further details on WM Australia and Peter Scott William.

Given the above, Lowood One is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(l) WASPL

WASPL was incorporated as a joint venture entity 49% held by WH Property, a wholly owned subsidiary of the Company, and the balance 51% held by WM(IS). On 22 October 2025, WASPL issued preference shares to each of WH Property (60%), WM(IS) (10%) and WA Education Service Pte. Limited (40%).

WM(IS) is a private company incorporated in Singapore. The Goh Directors together with their Associates, directly and indirectly hold an aggregate of 70.1% equity interest in WM(IS).

WA Education Service Pte. Limited is an unrelated third party.

Given the above, WASPL is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(m) WH Australia (Land)

WH Australia (Land) was incorporated as a joint venture entity 80% held by WH Australia, and the balance 20% held by WM Australia.

Please refer to section 2.4.2(f) of this Appendix for further details on WH Australia and to section 2.4.2(h) of this Appendix for further details on WM Australia.

Given the above, WH Australia (Land) is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(n) WH Thomson (Commercial)

WH Thomson (Commercial) was incorporated as a joint venture entity held by WH Property, a wholly owned subsidiary of the Company (50%), GSC Holdings, an entity which

the Goh Directors and their Associates hold an aggregate of 72% equity interest (13%), and the balance held by Capital Development Pte. Ltd. (10%), TBP Thomson A Pte. Ltd. (12%), Aravest SG Robin Investments Pte. Ltd. (f.k.a. ARA (ECO)(26CB) Pte. Ltd.) (7%), Thomson Invesco Pte. Ltd. (5%) and TKS International Investment Pte. Ltd. (3%), which are all unrelated third parties.

Given the above, WH Thomson (Commercial) is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(o) WH Thomson (Residential)

WH Thomson (Residential) was incorporated as a joint venture entity held by WH Property, a wholly owned subsidiary of the Company (50%), GSC Holdings, an entity which the Goh Directors and their Associates hold an aggregate of 72% equity interest (13%), and the balance held by Capital Development Pte. Ltd. (10%), TBP Thomson A Pte. Ltd. (12%), Aravest SG Robin Investments Pte. Ltd. (f.k.a. ARA (ECO)(26CB) Pte. Ltd.) (7%), Thomson Invesco Pte. Ltd. (5%) and TKS International Investment Pte. Ltd. (3%), which are all unrelated third parties.

Given the above, WH Thomson (Residential) is a WH JV SPV established in line with the Business Model, and in which the Goh Directors and their Associates together (directly or indirectly) would hold 30% or more equity interests.

(Collectively, the "**Mandated Interested Persons**").

2.4.3 Conditions to Definition of Mandated Interested Persons

The Company's definition of Mandated Interested Persons under the IPT Mandate is subject to the following conditions:

(a) the Mandated Interested Persons will be limited to the WH JV SPVs that are established pursuant to the Business Model where the risks and rewards are in proportion to the equity of each joint venture partner;

(b) all WH JV SPVs which have been incorporated/established under the definition of Mandated Interested Persons must be named in the circulars for the proposed adoption of the general mandate for interested person transactions and subsequent renewals of the IPT Mandate (please refer to section 2.4.2 of this Appendix for the names of the Mandated Interested Persons); and

(c) the Company must immediately announce the establishment of any WH JV SPV that is covered under the definition of Mandated Interested Persons and, in such announcement, disclose that such WH JV SPV is established for purposes under the Business Model and will be covered under the IPT Mandate.

2.5 Categories and Nature of the Mandated Transactions under the IPT Mandate

It is envisaged that the Group, in the ordinary course of business, will have transactions with the Mandated Interested Persons from time to time. The Group therefore wishes to obtain the Shareholders' approval for the IPT Mandate, under which the Group may enter into recurrent transactions of a trading or revenue nature or those necessary for its day-to-day operations with the Mandated Interested Persons in respect of the following (collectively, the "**Mandated Transactions**"):

(a) provision of construction services ("**Construction Services**") in the capacity of a main contractor by the Group to a Mandated Interested Person in respect of projects for development and investment properties. Services contemplated under this category include:

(i) design and development of the projects including appointing the various consultants comprising architects, engineers, and other relevant professionals;

(ii) construction and completion of the projects including piling, structure, architectural work, mechanical and electrical services and landscaping works; and

(iii) provision of such other services which are incidental to or in connection with the provision of the services described in sub-sections (i) and (ii) above;

(b) provision of project management services ("**Project Management Services**") by the Group to a Mandated Interested Person in respect of development and investment properties. Services contemplated under this category include:

(i) to prepare project design briefs and proposals taking into account the requirements of the relevant stakeholders and the authorities;

(ii) to appoint and manage the main contractor and relevant consultants for the projects;

(iii) to manage the projects to ensure timely completion and quality delivery of such projects;

(iv) to manage completion, handover processes and to secure the relevant completion certifications from the authorities;

(v) to establish a defects management system to oversee rectification of defects;

(vi) to establish sales and marketing strategies and manage sales and marketing agencies;

(vii) to manage the design and construction of the show flats; and

(viii) to provide such other services which are incidental to or in connection with the provision of the services described in sub-sections (i) to (vii) above;

(c) provision of corporate support services ("**Corporate Support Services**") by the Group to a Mandated Interested Person. Services contemplated under this category include administrative, company secretariat, finance, treasury, accounting, legal and taxation, internal audit, procurement, information technology and communications, insurance, human resources and staff secondment, management and advisory services, payroll processing, investor relations, and organisation and development services, investment risk review, governmental relations, business development and other administrative services;

(d) provision of investment management services ("**Investment Management Services**") by the Group to a Mandated Interested Person. Services contemplated under this category include:

(i) to identify and procure investment opportunities that meet the funds' investment objectives and conduct or outsource and oversee the necessary due diligence, legal and tax work to give effect to such approved investments;

(ii) to do all necessary work to monitor, supervise, review and manage the investments, including identifying suitable divestment opportunities at the end of the investment cycle to ensure outsized performance of the funds;

(iii) to manage and handle all tax and legal compliance of the funds;

(iv) to manage the finances of the funds, including account preparations, capital management, budgeting, forecasting, performance analysis and reporting to relevant stakeholders, corporate treasury functions and ongoing financial market analysis;

(v) to assist the funds in raising capital from investors and to call for contributions made by such investors, as well as to cause such investors to receive income, dividends, returns on capital and other funds arising from the investments;

(vi) to develop and maintain investor relations to the investors of the funds;

(vii) to procure, manage and supervise all service providers that will provide value-added services to the funds to ensure a smooth operation and performance of the funds; and

(viii) to carry on any other activities in connection with, or incidental to, any of the foregoing and other activities of the funds, for example, development management, project management, facilities management, retail and commercial tenancy management, carpark management, property management and sourcing of debt financing; and

(e) provision of operating management services ("**Operating Management Services**") by the Group to a Mandated Interested Person. Services contemplated under this category include:

(i) to develop the Y Suites Brand and license the brand to the portfolio of PBSA held by these Mandated Interested Persons;

(ii) to provide sales and marketing services to the portfolio of PBSA held by these Mandated Interested Persons and trading under the Y Suites Brand;

(iii) to provide management services to the PBSA and its residents including commissioning services, operational management services, occupancy and administrative services, pastoral care services, security, cleaning and waste services; and

(iv) to carry on any other activities in connection with, or incidental to the marketing, business development and operations of such PBSA.

For the avoidance of doubt, the IPT Mandate will not include the purchase or sale of assets, undertakings or businesses between the Group and the Mandated Interested Persons.

The IPT Mandate will also not cover any Mandated Transactions that is below S$100,000 in value as the threshold and aggregation requirements of Chapter 9 of the Listing Manual do not apply to such transactions. However, the IPT Mandate would cover Mandated Transactions with values below S$100,000 entered into during the same financial year and which are aggregated by the SGX-ST under Chapter 9 of the Listing Manual and treated as if they were one Mandated Transaction which has a value of S$100,000 or more.

For the avoidance of doubt, pursuant to Rule 916 of the Listing Manual, investments into joint ventures with Mandated Interested Persons as well as the provision of loans to a joint venture with Mandated Interested Persons are, subject to compliance with the relevant conditions specified in the Listing Manual, exempted from complying with Rule 906 of the Listing Manual.

All transactions that do not fall within the ambit of the IPT Mandate will be subject to the relevant provisions of Chapter 9 of the Listing Manual and/or other applicable provisions of the Listing Manual.

2.6 Methods and Procedures for the Mandated Transactions

2.6.1 Methods and Procedures

The Company is of the view that there are independent and sufficient internal control systems, review and approval procedures to ensure that the Mandated Transactions between the Group

and each Mandated Interested Person are conducted on normal commercial terms and will not be prejudicial to the interests of the Company and the minority Shareholders as:

(i) All such Mandated Transactions shall require the prior written approval of the Audit Committee in accordance with section 2.6.2 of this Appendix. In particular, as part of the approval process, the Audit Committee will have to review and be satisfied that the methods and procedures for Mandated Transactions set out in section 2.6 of this Appendix are adhered to by the Group, and the Audit Committee shall provide its feedback to the Board as appropriate.

(ii) All such Mandated Transactions are subject to an annual review by the Company's internal auditor in accordance with section 2.6.3 of this Appendix.

(iii) The Group also has in place a whistle-blowing policy which provides well-defined and accessible channels in the Group through which employees and third parties may raise concerns about improper conduct within the Group.

(iv) As at the Latest Practicable Date, the Goh Directors and their Associates hold (directly and indirectly) approximately 59.12% equity interests in the Company. By way of comparison, in the Business Model, the collective interests of the Goh Directors and their Associates in the Company would generally surpass their collective interests in a WH JV SPV (not taking into account their deemed interests in such WH JV SPV held through their interests in the Company). Just by virtue of the greater collective interests in the Company, there would be an inherent disincentive for the Goh Directors to offer the Mandated Transactions on terms prejudicial to interests of the Group in order to benefit the Mandated Interested Persons.

To ensure that the Mandated Transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders, and on terms which are not more favourable than the usual commercial terms extended to unrelated third parties, the Company will implement the following methods and procedures for the review and approval of each type of Mandated Transactions under the IPT Mandate.

(a) <u>Construction Services and Project Management Services</u>

Following the successful award of a public tender in relation to a property development project to WH Development, the management team of WH Construction will determine the material terms of the Construction Services (including the construction costs) for the said project taking into account the following factors to align with the developer's requirements:

(i) Design proposal by the independent third-party professionals such as architects and consultants, and other relevant information;

(ii) the Group's usual business practices and pricing policies; and

(iii) prevailing market prices and data of comparable projects (if any),

("**Project Construction Costs**").

An independent third-party professional quantity surveyor ("**Quantity Surveyor**") will be appointed to verify, based on its expertise and experience, that the Project Construction Costs is at least comparable to or higher than the market rates for substantially similar projects or projects contemporaneous in time ("**QS Report**") to ensure that the Project Construction Costs are on normal commercial terms and on arm's length basis.

Simultaneously, the management team of WH Development will determine the material terms of the Project Management Services in relation to the said project (including the project management fees) to be entered into between WH Development (as project manager) and the WH JV SPV, taking into account the Project Construction Costs,

complexity of the project, duration of the development and prevailing market practice ("**Project Management Proposal**").

The fees which are charged by WH Development for the provision of Project Management Services to the WH JV SPV are generally equivalent to approximately 1% to 3% of the construction costs which is in accordance with prevailing market practice based on comparable projects with other unrelated third parties.

The Project Construction Costs, Project Management Proposal, QS Report (collectively the "**Proposal**") and the terms of the joint venture in respect of the WH JV SPV shall be submitted by a representative who is a senior executive of WH Development and who does not have any interest (directly or indirectly) in the transaction to the Audit Committee for approval of:

(i) the entry into of the joint venture in respect of the WH JV SPV including the terms of such joint venture;

(ii) the terms of the construction contract to be entered into between WH Construction (as main contractor) and the WH JV SPV; and

(iii) the terms of the project management contract to be entered into between WH Development (as project manager) and the WH JV SPV.

Such senior executive shall be available to the Audit Committee to address any queries that the Audit Committee may have in respect of the Proposal without the presence of the relevant interested person.

Any subsequent variations in the Project Construction Costs will be reviewed and approved by a senior executive of WH Development (who does not have any interest (direct or indirect) in the transaction), taking into consideration the terms of the construction contract under (iii) above, and reviewed by the Audit Committee on a half-yearly basis in accordance with section 2.6.3(g) of this Appendix.

(b) Corporate Support Services

The Corporate Support Services fees are charged to a Mandated Interested Person on a cost-recovery basis based on an allocation of the overheads of the Group's manpower to such Mandated Interested Persons taking into consideration their respective estimated resource requirements.

Such allocation is conducted in accordance with a transfer pricing policy[4] ("**Transfer Pricing Policy**") prepared by the Group's external tax consultant and approved by the Audit Committee, where time cost is used as the indicator to fairly and sufficiently allocate the actual time spent for each service rendered by the Group to the Mandated Interested Persons.

This allows the Company to keep track of the allocation of the Group's manpower to ensure that the allocation will not be at the expense of the Group's requirements or be prejudicial to the Group's interests. The manpower allocation and time costs (including the rates and any revisions thereof) are reviewed by the Chief Financial Officer ("**CFO**") on a monthly basis and reviewed by the internal auditors on an annual basis in accordance with section 2.6.3(h) of this Appendix.

[4] The transfer pricing policy adopts the Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations issued by the Organization for Economic Co-operation and Development ("**OECD**") and Singapore transfer pricing rules and regulations. The mark-up percentage is derived from a set of 91 comparables covering companies involved in the following services: management (19 companies), human resources (20 companies), finance and accounting (23 companies) and marketing (29 companies).

Any discrepancies or significant variances from the Transfer Pricing Policy shall be reported to the Audit Committee.

(c) Investment Management Services

The management team of WH Capital shall prepare a proposal ("**WHC Management Proposal**") containing the material terms of the Investment Management Services including the rates and types of fees that WH Capital (in its capacity as fund manager) may charge such as base management fees[5], development management fees[6], project management fees[7], acquisition and disposal fees[8] and performance fees[9] ("**Chargeable Fees**"), taking into account the Group's usual business practices and all other relevant factors, including but not limited to:

(i) the complexity of the services rendered;

(ii) the nature, size and risk profile of the fund;

(iii) the nature of the asset under management;

(iv) the profile of the investors;

(v) the target rate of returns;

(vi) the technical expertise required and prevailing market fee structures;

(vii) negotiations with and feedback from potential third-party investors; and

(viii) information from comparable funds including fees charged by other third-party fund managers for funds that these third-party fund managers manage which are similar in terms of nature, size and risk profile ("**Comparable Funds Information**") to ensure that the fees charged by WH Capital will be on normal commercial terms and on arm's length basis.

The WHC Management Proposal (which includes the Comparable Funds Information) shall be submitted by a representative, who is a senior executive of WH Capital and who does not have any interest (directly or indirectly) in the transaction, to the Audit Committee for approval. Such senior executive shall be available to the Audit Committee to address any queries that the Audit Committee may have in respect of the WHC Management Proposal without the presence of the relevant interested persons.

Upon approval by the Audit Committee, the material terms of the Investment Management Services (including the Chargeable Fees) will be disclosed in the fund offer documentation (in particular, the private placement memorandums) which are provided to the potential investors of the relevant Mandated Interested Persons, which are agreed upon by investors prior to any investments in the fund.

(d) Operating Management Services

The management team of WH Hospitality shall prepare a proposal ("**WHH Hospitality Proposal**") containing the material terms of the Operating Management Services including the rates and types of fees that WH Hospitality may charge such as royalty fees, sales and

[5] Base management fees are charged by a fund manager for managing an investment fund.

[6] Development management fees are charged by a fund manager for undertaking a development project on behalf of the fund.

[7] Project management fees are charged by a fund manager for managing projects on behalf of the fund.

[8] Acquisition and/or disposal fees are charged by a fund manager for structuring and negotiating documentation for closing of or divestment of investments (as the case may be).

[9] Performance fees are charged by a fund manager to align the interests of the fund manager and their investors and incentive the fund manager to generate positive returns for the fund.

marketing fees, and other relevant fees, taking into account the Group's usual business practices and pricing policies, market practice and all other relevant factors, including:

(i) consultations with WH Capital (in its capacity as trust manager);

(ii) the fees charged by the incumbent property manager for the existing operational PBSA; and

(iii) the benchmarking survey for royalty fees and sales and marketing fees conducted by independent third-party professionals engaged by WH Capital to ensure that the fees charged by WH Hospitality will be on normal commercial terms and on arm's length basis.

The WHH Hospitality Proposal shall be submitted by a representative who is a senior executive of WH Hospitality and who does not have any interest (directly or indirectly) in the transaction to the Audit Committee for approval. Such senior executive shall be available to the Audit Committee to address any queries that the Audit Committee may have in respect of the WHH Hospitality Proposal without the presence of the relevant interested persons.

If the Audit Committee does not approve any of the terms in (a) to (d) above, the relevant contract(s) with the Mandated Interested Person will not be entered into by the Group.

2.6.2 Approval Threshold for Mandated Transactions with Mandated Interested Person

In respect of any Mandated Transaction less than or equal to S$100,000 with a Mandated Interested Person, each of such transactions shall require prior written approval of the CFO. The Company shall disclose such transactions in the IPT Register to be tabled at the half yearly meeting of the Audit Committee, where the Audit Committee shall review the IPT Register in accordance with the periodic review procedures set in out section 2.6.3(g) of this Appendix.

In respect of any Mandated Transaction greater than S$100,000 with a Mandated Interested Person, each of such transactions shall require the prior written approval of the Audit Committee. The Audit Committee may at its discretion obtain additional independent expert advice.

If any of the approving personnel or any member of the Audit Committee has an interest in a Mandated Transaction, he or she will disclose his interests (such disclosures shall be documented) and abstain from any review, deliberation or decision making in respect of that Mandated Transaction. For the avoidance of doubt, the Goh Directors and their respective Associates are deemed to be interested in the Mandated Transactions and are required to abstain from reviewing and approving any Mandated Transaction.

2.6.3 Periodic Review Procedures

The Company will also implement the following procedures for the identification of Mandated Interested Persons and the record of all Mandated Transactions:

(a) the finance department of the Group ("**Group Finance Team**") will maintain a list of all interested persons and their Associates (which is to be updated immediately if there are any changes) to enable identification of the Mandated Interested Persons. In this regard, the CFO will proactively seek written confirmation from each of the Directors, CEO and Controlling Shareholders on a half yearly basis on their respective list of interested persons. The Directors, CEO and Controlling Shareholders are also required to inform the CFO as and when there is any change in the information with respect to their Associates that they had previously disclosed to the Company. The list of Mandated Interested Persons shall be reviewed on a half yearly basis by the CFO and the Audit Committee and shall be disseminated to all staff of the Group that the Group Finance Team considers relevant;

(b) Subsidiaries and associated companies of the Group are required to inform the Group Finance Team of any upcoming Mandated Transactions so that the procedures of the relevant Mandated Transactions can be complied with and prior approvals obtained in accordance with the IPT Mandate;

(c) the Group Finance Team will maintain a register of interested person transactions carried out with all existing and future interested persons, including the Mandated Transactions ("**IPT Register**"). The IPT Register shall record all information pertinent to the evaluation of the Mandated Transactions, including but not limited to the price or value of the transaction, the key terms, the key documents (including subsequent variation orders thereof) as reviewed by the Audit Committee, invoices and payment vouchers in relation to the Mandated Transactions, and all other documents of all existing and future Mandated Transactions;

(d) the Group Finance Team will conduct a review and update of internal procedures to ensure that all management and finance teams of the Group (i) are fully informed of and familiar with the nature and classification of interested person transactions, the disclosure and compliance obligations under the Listing Manual and applicable laws, and the established methods and procedures for entering into the Mandated Transactions, and (ii) closely monitor transactions which are or may be deemed to be Mandated Transactions, so that they can promptly report the same back to the Group Finance Team, to facilitate timely updates of the IPT Register;

(e) the Group Finance Team will disclose the IPT Register to relevant personnel (such as the board or management of each subsidiary and associated company) to facilitate the identification of the Mandated Interested Persons;

(f) the CFO (or in the absence of the CFO, the Group Finance Team) shall review the IPT Register on a monthly basis;

(g) the Audit Committee shall review the IPT Register on a half yearly basis (or such other more frequent basis as may be required or as the Audit Committee may deem necessary) to ascertain that the established methods and procedures to review and approve the Mandated Transactions have been complied with. Such review includes the examination of the transactions and its supporting documents or such other data deemed necessary by the Audit Committee. The Audit Committee may request for any additional information pertaining to the transactions under review from independent sources, advisers or valuers as it deems fit;

(h) the Company's annual internal audit plan shall incorporate a review of the Mandated Transactions entered into during the current financial year, including the established methods and procedures pursuant to the IPT Mandate (including a review of the Group's implementation of the Transfer Pricing Policy). The Company's internal auditor will, on an annual basis, review the Mandated Transactions in the IPT Register entered into during the current financial year to ascertain that the methods and procedures established for entering into the Mandated Transactions as set out in section 2.6 of this Appendix have been adhered to. Any discrepancies or significant variances from the Group's usual business practices will be highlighted to the Audit Committee;

(i) if, during these reviews by the Audit Committee, the Audit Committee is of the view that the established methods and procedures as stated above have become inappropriate or insufficient in view of changes to the nature of, or the manner in which, the business activities of the Company are conducted, it will take such actions as it deems appropriate and/or institute additional procedures as necessary (such as, where relevant, to obtain a fresh Shareholders' general mandate for the Mandated Transactions) to ensure that the Mandated Transactions will be conducted on normal commercial terms and will not be prejudicial to the interests of the Company and the minority Shareholders;

(j) in circumstances where it is impractical or impossible to obtain comparable prices of contemporaneous transactions of similar goods or services due to the nature of the goods

or services to be purchased or provided, any two Directors with no interest, direct or indirect, in the proposed Mandated Transaction will, subject to the approval thresholds as set out in section 2.6.2 of this Appendix, take such necessary steps which would include but are not limited to (i) relying on corroborative inputs from reasonably experienced market practitioners in order to determine that the terms provided to the Mandated Interested Persons are fair and reasonable; and (ii) evaluate and weigh the benefits of, and rationale for transacting with the Mandated Interested Persons, taking into account factors such as, but not limited to, the nature of the services, track record, delivery schedules, requirements and specifications of the Group or the customer, duration of contract, quality, reliability, previous working experience taking into account mobilisation cost and timely response, specifications, complexity and resources required for implementation of the projects for which Mandated Interested Persons are provided goods or services, array of services including its specialists nature, track record, risks of such transactions and the attendant cost in managing such risks and the results of and returns from the underlying projects; and

(k) for the purposes of the above review and approval process, any Director, who has an interest in the Mandated Transaction under review and is not considered to be independent, will abstain from participating and voting on any resolution relating to such Mandated Transaction.

2.6.4 Review of Non-Mandated Interested Person Transactions and Review by Audit Committee

All other existing and future interested person transactions not subject to the IPT Mandate will be reviewed and approved in accordance with the threshold limits as set out under Chapter 9 of the Listing Manual, to ensure that they are carried out on normal commercial terms and are not prejudicial to the interests of the Company and its minority Shareholders.

The Audit Committee will also review all interested person transactions to ensure that the prevailing rules and regulations of the SGX-ST (in particular, Chapter 9 of the Listing Manual) are complied with.

2.6.5 Validity Period of the Renewal of the IPT Mandate

The renewal of the IPT Mandate is subject to the Independent Shareholders' approval at the AGM. If approved by the Independent Shareholders at the AGM, the IPT Mandate will take effect from the Approval Date and continue in force until the conclusion of the next annual general meeting of the Company (unless revoked or varied by the Company in general meeting) or the date by which the next annual general meeting is required by law to be held, whichever is earlier. Approval from the Shareholders will be sought for the renewal of the IPT Mandate at each subsequent annual general meeting, subject to satisfactory review by the Audit Committee of the continued relevance of the IPT Mandate and the continued sufficiency of the methods and procedures to ensure that the transactions with Mandated Interested Person will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders.

2.6.6 Disclosure

The Company will announce the aggregate value of transactions conducted with the Mandated Interested Persons for the relevant financial periods which the Company is required to report on pursuant to Rule 705 of the Listing Manual and within the time required for the announcement of such reports.

Disclosure will also be made in the Company's annual report of the aggregate value of transactions conducted with the Mandated Interested Persons during the financial year, and in the annual reports for subsequent financial years that the IPT Mandate continues to be in force, in accordance with the requirements of Chapter 9 of the Listing Manual.

2.6.7 Further Compliance

The Directors will ensure that all disclosures, approvals and other requirements in respect of the IPT Mandate, including those required by prevailing legislation, the Listing Manual and relevant accounting standards, are complied with.

3. THE PROPOSED ADOPTION OF THE SHARE PURCHASE MANDATE

3.1 Introduction

3.1.1 Pursuant to the Companies Act:

(a) a company shall not make a purchase or acquisition of its own shares on a securities exchange unless the purchase or acquisition has been authorised in advance by the company in general meeting; and

(b) a company may make a purchase or acquisition of its own shares otherwise than on an approved exchange in Singapore if the purchase or acquisition is made in accordance with an equal access scheme authorised in advance by the company in general meeting.

3.1.2 Pursuant to Rule 881 of the Listing Manual, an issuer may purchase its own shares if it has obtained the prior specific approval of shareholders in general meeting.

3.1.3 Accordingly, the Company is seeking Shareholders' approval for the proposed adoption of the Share Purchase Mandate at the AGM.

3.1.4 If the proposed adoption of the Share Purchase Mandate is approved by Shareholders at the AGM, the Company shall be authorised to purchase or otherwise acquire Shares from Shareholders under the Share Purchase Mandate at any time and from time to time during the period when the Share Purchase Mandate is in force.

3.2 Rationale for the Share Purchase Mandate

3.2.1 The Directors constantly seek to increase Shareholders' value and to improve, *inter alia*, the return on equity of the Group. By adopting the Share Purchase Mandate, the Company will have the flexibility to undertake purchases of Shares at any time, subject to market conditions, during the period in which the Share Purchase Mandate is in force. The purchase of Shares at the appropriate price level is one of the ways through which the return on equity of the Company may be enhanced.

3.2.2 The Share Purchase Mandate will also facilitate the return to the Shareholders by the Company of surplus cash (if any) which is in excess of the Group's financial needs and/or ordinary capital requirements in an expedient and cost-effective manner.

3.2.3 The Share Purchase Mandate will allow the Company to have greater flexibility over the Company's share capital structure with a view to enhancing the EPS and/or NTA per Share.

3.2.4 The Board believes that Share Purchases by the Company may help to mitigate short-term market volatility in the price of the Shares, off-set the effects of short-term price speculation of the Shares and bolster Shareholders' confidence and employees' morale.

3.2.5 If and when circumstances permit, the Directors will decide whether to effect Market Purchases or Off-Market Purchases, after taking into account the amount of surplus cash available, the prevailing market conditions and the most cost-effective and efficient approach. The Directors do not propose to carry out Share Purchases to an extent that would, or in circumstances that might, result in a material adverse effect on the liquidity and/or the orderly trading of the Shares and/or the financial position of the Group, taking into account the working capital requirements of the Company or the gearing levels, which in the opinion of the Directors, are from time to time appropriate for the Company.

3.3 Details on the Authority and Limits of the Share Purchase Mandate

3.3.1 The details on the authority and limits of the Share Purchase Mandate are summarised below.

3.3.2 Maximum Number of Shares

Only Shares that are issued and fully paid-up may be purchased or otherwise acquired by the Company under the Share Purchase Mandate. The maximum number of Shares which may be purchased or otherwise acquired by the Company under the Share Purchase Mandate during the Relevant Period is limited to that number of issued Shares representing not more than 10% of the total number of issued Shares as at the Approval Date. For the purposes of computing the 10% limit, any of the Shares which are held as Treasury Shares or subsidiary holdings as at the Approval Date shall be disregarded.

Purely for illustration purposes only, based on the total number of issued Shares as at the Latest Practicable Date, comprising 919,245,086 Shares (excluding 16,671,000 Treasury Shares and nil subsidiary holdings), and assuming no additional Shares are allotted and issued, no Shares are purchased or otherwise acquired and held as Treasury Shares or cancelled, and no Shares are held as subsidiary holdings on or prior to the AGM, not more than 91,924,508 Shares, representing not more than 10% of the total number of issued Shares (excluding 16,671,000 Treasury Shares and nil subsidiary holdings) as at that date, may be purchased or otherwise acquired by the Company under the Share Purchase Mandate.

3.3.3 Duration

If the proposed adoption of the Share Purchase Mandate is approved by Shareholders at the AGM, the Company shall be authorised to purchase or otherwise acquire Shares from Shareholders under the Share Purchase Mandate at any time and from time to time during the Relevant Period (i.e. the period commencing from the Approval Date and expiring on the earliest of (a) the date on which the next annual general meeting of the Company is held or required by law to be held (b) the day on which purchases or acquisitions of Shares from Shareholders by the Company are carried out to the full extent mandated under the Share Purchase Mandate, or (c) the authority conferred by the Share Purchase Mandate is revoked or varied by Shareholders in a general meeting).

The Share Purchase Mandate may be renewed at a general meeting of the Company. Pursuant to Rule 883 of the Listing Manual, the Company is required to provide the following information to Shareholders:

(a) the information required under the Companies Act;

(b) the reasons for the Share Purchase Mandate;

(c) the consequences, if any, of Share Purchases by the Company that will arise under the Take-over Code;

(d) whether Share Purchases, if made, could affect the listing of the Company's equity securities on the SGX-ST;

(e) details of any Share Purchases made by the Company in the previous 12 months (whether by On-Market Purchases or Off-Market Purchases in accordance with an equal access scheme), giving the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases or acquisitions, where relevant, and the total consideration paid for the purchases or acquisitions; and

(f) whether the Shares purchased or otherwise acquired by the Company will be cancelled or kept as Treasury Shares.

3.3.4 Manner of Share Purchases

Share Purchases may be made via:

(a) on-market purchases transacted through the SGX-ST's trading system or on another stock exchange on which the Shares may for the time being be listed and quoted ("**Other Exchange**") ("**On-Market Purchases**"); and/or

(b) off-market purchases (if effected otherwise than on the SGX-ST or, as the case may be, Other Exchange) in accordance with any equal access scheme(s) as may be determined or formulated by the Directors of the Company as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act ("**Off-Market Purchases**").

The Board may impose such terms and conditions as it deems fit in the interests of the Company in connection with, or in relation to, an equal access scheme provided that such terms and conditions are consistent with the Companies Act, the Listing Manual and the Share Purchase Mandate.

Pursuant to the Companies Act, Off-Market Purchases in accordance with an equal access scheme must satisfy all the following conditions:

(a) the offers under the equal access scheme are to be made to every person who holds shares to purchase or acquire the same percentage of their shares;

(b) all of those persons have a reasonable opportunity to accept the offers made to them; and

(c) the terms of all the offers are the same except that there shall be disregarded (i) differences in consideration attributable to the fact that the offers relate to shares with different accrued dividend entitlements; (ii) differences in consideration attributable to the fact that the offers relate to shares with different amounts remaining unpaid; and (iii) differences in the offers introduced solely to ensure that each member is left with a whole number of shares.

In addition, pursuant to Rule 885 of the Listing Manual, an issuer making an Off-Market Purchase in accordance with an equal access scheme must issue an offer document to all shareholders containing at least the following information:

(a) terms and conditions of the offer;

(b) period and procedures for acceptances;

(c) the reasons for the Off-Market Purchase in accordance with the equal access scheme;

(d) the consequences, if any, of Share Purchases by the Company that will arise under the Take-over Code or other applicable take-over rules;

(e) whether Share Purchases, if made, could affect the listing of the Company's equity securities on the SGX-ST;

(f) details of any Share Purchases made by the Company in the previous 12 months (whether by On-Market Purchases or Off-Market Purchases in accordance with an equal access scheme), giving the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases or acquisitions, where relevant, and the total consideration paid for the purchases or acquisitions; and

(g) whether the Shares purchased or otherwise acquired by the Company will be cancelled or kept as Treasury Shares.

3.3.5 Maximum Price

The maximum price (excluding brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses) to be paid by the Company for the purchase or acquisition of Shares from Shareholders (the "**Maximum Price**"), as determined by the Board, shall not exceed:

(a) in the case of On-Market Purchases, 105% of the Average Closing Price of the Shares; and

(b) in the case of Off-Market Purchases, 120% of the Average Closing Price of the Shares.

For the above purposes:

"**Average Closing Price**" means the average of the closing market prices of a Share over the last five (5) Market Days on which transactions in the Shares were recorded, immediately preceding the date of the On-Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted, in accordance with the rules of the SGX-ST, for any corporate action that occurs after the relevant five-day period; and

"**date of the making of the offer**" means the date on which the Company announces its intention to make an offer for the purchase or acquisition of Shares from Shareholders, stating the purchase price (which shall not be more than the Maximum Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

3.4 Status of Purchased Shares

3.4.1 Purchased Shares (i.e. Shares purchased or otherwise acquired by the Company from Shareholders under the Share Purchase Mandate) shall, unless held as Treasury Shares in accordance with the Companies Act, be deemed to be cancelled immediately on purchase or acquisition (and all rights and privileges attached to those Purchased Shares will expire on such cancellation). The total number of issued Shares will be diminished by the number of Purchased Shares which are not held as Treasury Shares.

3.4.2 At the time of each purchase or acquisition of Shares, the Directors will decide whether the Shares purchased or acquired will be cancelled or kept as Treasury Shares, or partly cancelled and partly kept as Treasury Shares, depending on the needs of the Company and as the Directors deem fit in the interests of the Company at that time.

3.5 Treasury Shares

3.5.1 Certain provisions of the Companies Act relating to treasury shares are summarised below.

3.5.2 Maximum Holdings

The aggregate number of Shares held as Treasury Shares cannot at any time exceed 10% of the total number of issued Shares at that time. Where the aggregate number of Shares held as treasury shares exceeds 10% of the total number of issued Shares, the Company shall dispose of or cancel the excess Treasury Shares before the end of the period of six (6) months beginning with the day on which the aggregate number of Shares held as Treasury Shares exceeds 10% of the total number of issued Shares, or such further period as ACRA may allow.

3.5.3 Voting and Other Rights

The Company shall not exercise any right in respect of the treasury shares and any purported exercise of such a right is void. In particular, the Company shall not exercise any right to attend and vote at meetings, and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution (whether in cash or otherwise) of the Company's assets may be made, to the Company in respect of Treasury Shares. However, an allotment and issue of Shares as fully paid bonus Shares in respect of Treasury Shares is allowed and the subdivision or consolidation of any treasury shares into Treasury Shares of a smaller or larger number is also allowed if the total value of the Treasury Shares after the subdivision or consolidation is the same as the total value of the Treasury Shares before the subdivision or consolidation, as the case may be.

3.5.4 Disposal and Cancellation

Where Shares are held by the Company as Treasury Shares, the Company may at any time:

(a) sell the treasury shares (or any of them) for cash;

(b) transfer the Treasury Shares (or any of them) for the purposes of or pursuant to any share option scheme, performance share plan or share incentive scheme of the Company then in force;

(c) transfer the Treasury Shares (or any of them) as consideration for the acquisition of shares in or assets of another company or assets of a person;

(d) cancel the Treasury Shares (or any of them); or

(e) sell, transfer or otherwise use the Treasury Shares for such other purposes as the Minister of Finance may by order prescribe.

3.6 Source of Funds

3.6.1 The Company may only apply funds legally available for Share Purchases under the Share Purchase Mandate in accordance with the Constitution of the Company and the applicable laws in Singapore. The Company may not purchase or otherwise acquire its own Shares for a consideration other than cash or, in the case of On-Market Purchases, for settlement other than in accordance with the SGX-ST's trading rules.

3.6.2 Pursuant to the Companies Act, the Company may purchase or otherwise acquire its own Shares out of the Company's capital or profits so long as the Company is solvent. It is an offence for a Director or chief executive officer of the Company to approve or authorise the purchase or acquisition of the Company's own Shares, knowing that the Company is not solvent. Pursuant to Section 76F(4) of the Companies Act, the Company is solvent if at the date of the payment the following conditions are satisfied:

(a) there is no ground on which the Company could be found to be unable to pay its debts;

(b) if:

(i) it is intended to commence winding up of the Company within the period of 12 months immediately after the date of the payment, the Company will be able to pay its debts in full within the period of 12 months after the date of commencement of the winding up; or

(ii) it is not intended to commence winding up, the Company will be able to pay its debts as they fall due during the period of 12 months immediately after the date of the payment; and

(c) the value of the Company's assets is not less than the value of its liabilities (including contingent liabilities) and will not, after the proposed purchase or acquisition of its own Shares, become less than the value of its liabilities (including contingent liabilities).

3.6.3 The Company intends to use its internal resources to finance its Share Purchases (including any brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses incurred directly in relation to the Share Purchases). The purchase or acquisition of Shares from Shareholders by the Company will only be undertaken if such purchase or acquisition can benefit the Company and its Shareholders. The Company will only make purchases or acquisitions of Shares from Shareholders in circumstances that the Board believes will not result in any material adverse effect on the financial condition of the Group, or cause illiquidity or affect orderly trading of the Shares.

3.7 Financial Effects

3.7.1 The financial effects on the Company and on the Group arising from the purchase or acquisition of Shares from Shareholders by the Company under the Share Purchase Mandate will depend on, *inter alia*, whether the Shares purchased or acquired is an On-Market Purchase or an Off-Market Purchase, whether the Shares are purchased or acquired out of the Company's capital or profits, the number of Shares purchased or otherwise acquired by the Company under the Share Purchase Mandate, the consideration paid for such Shares and whether the Shares purchased or otherwise acquired are held as Treasury Shares or cancelled immediately on purchase or acquisition.

3.7.2 **For illustrative purposes only**, the financial effects on the Company and on the Group arising from the purchase or acquisition of Shares from Shareholders by the Company under the Share Purchase Mandate have been prepared based on the audited consolidated financial statements of the Group for FY2025 and subject to, *inter alia*, the following assumptions:

(a) The aggregate number of Shares purchased or otherwise acquired by the Company under the Share Purchase Mandate comprised 91,924,508 Shares, representing 10% of the total number of issued Shares (excluding 16,671,000 Treasury Shares and nil subsidiary holdings) as at the Latest Practicable Date, and assuming no additional Shares are allotted and issued, no Shares are purchased or otherwise acquired and held as Treasury Shares or cancelled, and no Shares are held as subsidiary holdings on or prior to the AGM;

(b) in the case of On-Market Purchases, the Maximum Price was S$0.6951 per Share (being 105% of the Average Closing Price of the Shares immediately preceding the Latest Practicable Date) and accordingly the maximum amount of funds required for effecting such On-Market Purchases (excluding brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses), would amount to approximately S$63.9 million;

(c) in the case of Off-Market Purchases, the Maximum Price was S$0.7944 per Share (being 120% of the Average Closing Price of the Shares immediately preceding the Latest Practicable Date) and accordingly the maximum amount of funds required for effecting such Off-Market Purchases (excluding brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses), would amount to approximately S$73.0 million;

(d) there were no expenses (including brokerage, commission, applicable goods and services tax, stamp duties, clearance fees and other related expenses) incurred in relation to the Share Purchases;

(e) the Share Purchases under the Share Purchase Mandate were completed on 1 January 2026; and

(f) the Share Purchases were financed entirely by external borrowings.

3.7.3 Pursuant to Section 76G of the Companies Act:

(a) where Shares of the Company are purchased or acquired, and cancelled under Section 76B(5) of the Companies Act, the Company shall:

(i) reduce the amount of its share capital where the Shares were purchased or acquired out of the capital of the Company;

(ii) reduce the amount of its profits where the Shares were purchased or acquired out of the profits of the Company; or

(iii) reduce the amount of its share capital and profits proportionately where the Shares were purchased or acquired out of both the capital and the profits of the Company,

by the total amount of the purchase price paid by the Company for the Shares cancelled; and

(b) the total amount of the purchase price paid by the Company for the Shares cancelled shall include any expenses (including brokerage or commission) incurred directly in the purchase or acquisition of the Shares of the Company which is paid out of the Company's capital or profits under Section 76F(1) of the Companies Act.

3.7.4 Where Shares of the Company are purchased or acquired, and not cancelled under Section 76B(5) of the Companies Act, but held by the Company as Treasury Shares, there shall be no change in the amount of the Company's share capital.

3.7.5 Where Shares of the Company are purchased or acquired, and cancelled under Section 76B(5) of the Companies Act, the Shareholders' equity is reduced by the total amount of the purchase price paid by the Company for the Shares purchased or acquired.

3.7.6 **Shareholders should note that the financial effects set out below are for illustration purposes only and based on the aforementioned assumptions. In particular, Shareholders should note that the financial effects set out below are based on the audited consolidated financial statements of the Group for FY2025 and are not necessarily representative of the future financial performance of the Company and of the Group. Although the Share Purchase Mandate authorises the Company to purchase or otherwise acquire not more than 10% of the total number of issued Shares (excluding any Treasury Shares and subsidiary holdings), the Company may not necessarily purchase or otherwise acquire Shares, or be able to carry out purchases or acquisitions of Shares to the full extent mandated under the Share Purchase Mandate**.

3.7.7 **The Share Purchases will only be undertaken as and when the Board considers it to be in the best interests of the Company and its Shareholders. The Board does not propose to carry out Share Purchases to such extent that would, or in the circumstances that might, result in a material adverse effect on the financial condition of the Group, or cause illiquidity or affect orderly trading of the Shares. In particular, the Board will only carry out the Share Purchases after taking into consideration relevant factors such as the amount of surplus cash available, working capital requirements and prevailing market conditions**.

Scenario 1 – Assuming Shares were Purchased or otherwise Acquired and Cancelled immediately on Purchase or Acquisition

	Company		**Group**	
Shareholder's Funds[1]	**Before the Share Purchase (S$)**	**After the Share Purchase (S$)**	**Before the Share Purchase (S$)**	**After the Share Purchase (S$)**
Net Tangible Assets[2]	456,137,000	392,237,000	636,582,000	572,682,000
Current Assets	144,411,000	144,411,000	502,818,000	502,818,000
Current Liabilities	48,015,000	48,015,000	207,542,000	207,542,000
Total Borrowings[3]	202,953,000	266,853,000	389,669,000	453,569,000
Cash and Bank Balances	97,980,000	97,980,000	250,820,000	250,820,000
Net Profit (equity holders)	110,565,000	110,565,000	68,426,000	68,426,000
Number of Shares (excluding Treasury Shares)	919,245,086	827,320,578	919,245,086	827,320,578

Weighted Average Number of Shares	919,245,086	827,320,578	919,245,086	827,320,578
Financial Ratios				
Net Tangible Assets per Share (cents)	49.62	47.41	69.25	69.22
Basic Earnings per Share[4] (cents)	12.03	13.36	7.44	8.27
Gearing[5] (%)	44.49	68.03	61.21	79.20
Current Ratio[6] (times)	3.01	3.01	2.42	2.42

Notes:

(1) The expression "Shareholders' Funds" means the aggregate of the paid-up share capital, revenue and exchange fluctuation reserves but excludes non-controlling interests.

(2) The expression "Net Tangible Assets" means the Shareholders' Funds less intangible assets and non-controlling interests.

(3) The expression "Total Borrowings" means the aggregate amount of liabilities arising from bank overdrafts and loans.

(4) The expression "Basic Earnings per Share" means the Net Profit divided by the Weighted Average Number of Shares. For this illustration, it was assumed that the purchases or acquisitions of the Shares were made on 31 December 2025.

(5) The expression "Gearing" means the ratio of the Total Borrowings to the Shareholders' Funds.

(6) The expression "Current Ratio" means the Current Assets divided by Current Liabilities.

Scenario 2 – Assuming Shares were Purchased or otherwise Acquired and held as Treasury Shares

	Company		**Group**	
Shareholder's Funds[1]	**Before the Share Purchase (S$)**	**After the Share Purchase (S$)**	**Before the Share Purchase (S$)**	**After the Share Purchase (S$)**
Net Tangible Assets[2]	456,137,000	392,237,000	636,582,000	572,682,000
Current Assets	144,411,000	144,411,000	502,818,000	502,818,000
Current Liabilities	48,015,000	48,015,000	207,542,000	207,542,000
Total Borrowings[3]	202,953,000	266,853,000	389,669,000	453,569,000
Cash and Bank Balances	97,980,000	97,980,000	250,820,000	250,820,000
Net Profit (equity holders)	110,565,000	110,565,000	68,426,000	68,426,000
Number of Shares (excluding Treasury Shares)	919,245,086	919,245,086	919,245,086	919,245,086
Weighted Average Number of Shares	919,245,086	919,245,086	919,245,086	919,245,086
Financial Ratios				
Net Tangible Assets per Share (cents)	49.62	42.67	69.25	62.30
Basic Earnings per Share[4] (cents)	12.03	12.03	7.44	7.44
Gearing[5] (%)	44.49	68.03	61.21	79.20
Current Ratio[6] (times)	3.01	3.01	2.42	2.42

Notes:

(1) The expression "Shareholders' Funds" means the aggregate of the paid-up share capital, revenue and exchange fluctuation reserves but excludes non-controlling interests.

(2) The expression "Net Tangible Assets" means the Shareholders' Funds less intangible assets and non-controlling interests.

(3) The expression "Total Borrowings" means the aggregate amount of liabilities arising from bank overdrafts and loans.

(4) The expression "Basic Earnings per Share" means the Net Profit divided by the Weighted Average Number of Shares. For this illustration, it was assumed that the purchases or acquisitions of the Shares were made on 31 December 2025.

(5) The expression "Gearing" means the ratio of the Total Borrowings to the Shareholders' Funds.

(6) The expression "Current Ratio" means the Current Assets divided by Current Liabilities.

3.8 Tax Implications

3.8.1 Shareholders who are in doubt as to their respective tax positions or the tax implications of the Share Purchases by the Company under the Share Purchase Mandate or who may be subject to tax whether in or outside Singapore should consult their tax advisers or other professional advisers.

3.9 Listing Status

3.9.1 Pursuant to Rule 723 of the Listing Manual, an issuer must ensure that at least 10% of the total number of issued shares excluding Treasury Shares (excluding preference shares and convertible equity securities) in a class that is listed is at all times held by the public.

3.9.2 The percentage of the total number of issued Shares (excluding nil treasury shares and nil subsidiary holdings) held by the public as at the Latest Practicable Date is approximately 36.12%. Assuming the Company carries out purchases or acquisitions of Shares to the full extent mandated under the Share Purchase Mandate (i.e. not more than 10% of the total number of issued Shares (excluding any Treasury Shares and subsidiary holdings)), the percentage of the total number of issued Shares (excluding any Treasury Shares and subsidiary holdings) held by the public would be approximately 40.13%.

3.9.3 The Board shall ensure that at least 10% of the total number of issued Shares (excluding Treasury Shares and subsidiary holdings) is at all times held by the public and that Rule 723 of the Listing Manual is complied with.

3.10 Listing Manual

3.10.1 Pursuant to Rule 886 of the Listing Manual:

(a) an issuer must notify the SGX-ST of any share buy-back as follows:

(i) in the case of an On-Market Purchase, by 9.00 a.m. on the Market Day following the day on which it purchased shares; and

(ii) in the case of an Off-Market Purchase in accordance with an equal access scheme, by 9.00 a.m. on the second Market Day after the close of acceptances of the offer; and

(b) the notification must be in the form of Appendix 8.3.1 of the Listing Manual and must include, *inter alia*, the maximum number of shares authorised for purchase, the date of purchase, the total number of shares purchased, the number of shares cancelled, the number of shares held as treasury shares, the price paid per share or the highest price per share and lowest price per share, the total consideration (including stamp duties, clearing charges, etc) paid or payable for the shares, the cumulative number of shares purchased to date by way of On-Market Purchase and by way of Off-Market Purchase in accordance with an equal access scheme, the number of issued shares excluding treasury shares and subsidiary holdings after purchase, the number of treasury shares held after purchase and the number of subsidiary holdings after purchase

3.10.2 The Company will not purchase or otherwise acquire Shares under the Share Purchase Mandate at any time after any matter or development of a price sensitive nature has occurred or has been the subject of consideration and/or a decision of the Board until such price sensitive information has been publicly announced. In particular, in accordance with Rule 1207(19)(c) of the Listing Manual, the Company shall not purchase or otherwise acquire Shares under the Share Purchase

Mandate or deal in its securities during the period commencing one (1) month before the announcement of the Company's half year and full year financial statements.

3.11 Take-over Code

3.11.1 Certain take-over implications arising from the purchase or acquisition of Shares by the Company under the Share Purchase Mandate are summarised below:

3.11.2 Obligation to make a Take-over Offer

Pursuant to paragraph 1 of the Share Buy-back Guidance Note, when a company buys back its shares, any resulting increase in the percentage of voting rights held by a shareholder and persons acting in concert with him will be treated as an acquisition for the purpose of Rule 14 of the Take-over Code. Consequently, a shareholder or group of shareholders acting in concert could obtain or consolidate effective control of the company and become obliged to make an offer under Rule 14 of the Take-over Code. The SIC should be consulted at the earliest opportunity as to whether an obligation to make an offer would arise.

3.11.3 Persons Acting in Concert

Pursuant to the Take-over Code, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company.

Without prejudice to the general application of the definition above, the following individuals and companies will be presumed to be persons acting in concert with each other unless the contrary is established:

(a) the following companies:

(i) company;

(ii) the parent company of (i);

(iii) the subsidiaries of (i);

(iv) the fellow subsidiaries of (i);

(v) the associated companies of any of (i), (ii), (iii) or (iv);

(vi) companies whose associated companies include any of (i), (ii), (iii), (iv) or (v); and

(vii) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the above for the purchase of voting rights;

(b) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts);

(c) a company with any of its pension funds and employee share schemes;

(d) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;

(e) a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and persons controlling, controlled by or under the same control as the adviser;

(f) directors of a company (together with their close relatives, related trusts and companies controlled by any of such directors, their close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a bona fide offer for their company may be imminent;

(g) partners; and

(h) the following persons and entities:

(i) an individual;

(ii) the close relatives of (i);

(iii) the related trusts of (i);

(iv) any person who is accustomed to act in accordance with the instructions of (i);

(v) companies controlled by any of (i), (ii), (iii) or (iv); and

(vi) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the above for the purchase of voting rights.

For the purposes of section 3.11.3 of this Appendix:

(a) "associated company" means an associated company of another company if the second company owns or controls at least 20% but not more than 50% of the voting rights of the first-mentioned company; and

(b) "close relatives" include immediate family (i.e. parents, siblings, spouse and children), siblings of parents (i.e. uncles and aunts) as well as their children (i.e. cousins), and children of siblings (i.e. nephews and nieces).

3.11.4 Rule 14 of the Take-over Code and the Share Buy-back Guidance Note

Pursuant to Rule 14.1 of the Take-over Code, except with the SIC's consent, where:

(a) any person acquires whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by persons acting in concert with him) carry 30% or more of the voting rights of a company; or

(b) any person who, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights and such person, or any person acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend offers immediately, on the basis set out in Rule 14 of the Take-over Code, to the holders of any class of share capital of the company which carries votes and in which such person, or persons acting in concert with him, hold shares. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

Pursuant to the Share Buy-back Guidance Note:

(a) When a company buys back its shares, any resulting increase in the percentage of voting rights held by a shareholder and persons acting in concert with him will be treated as an acquisition for the purpose of Rule 14 of the Take-over Code. Consequently, a shareholder or group of shareholders acting in concert could obtain or consolidate effective control of the company and become obliged to make an offer under Rule 14 of the Take-over Code. The SIC should be consulted at the earliest opportunity as to whether an obligation to make an offer would arise.

(b) A shareholder, who is not acting in concert with the directors, will not be required to make an offer under Rule 14 of the Take-over Code if, as a result of a company buying back its own shares, the voting rights of the shareholder in the company would increase to 30% or more, or, if the shareholder holds between 30% and 50% of the company's voting rights, would increase by more than 1% in any period of six (6) months, as a result of the company buying back its shares. Such a shareholder need not abstain from voting on the resolution to authorise the share buy-back, unless so required under the Companies Act.

3.11.5 Application of Rule 14 of the Take-over Code and the Share Buy-back Guidance Note

Mr Goh Yeow Lian is the Executive Chairman and Managing Director and a Controlling Shareholder of the Company, and Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yeu Toh, Mr Goh Yew Lay, Mr Sua Nam Heng, Mr Cheng Kiang Huat and GSC Holdings are parties acting in concert with him by virtue of a written agreement as amended and varied by a supplemental agreement entered amongst them to record such understanding (the "**Agreed Party Group**").

The following Shareholders are also deemed to be acting in concert with certain persons of the Agreed Party Group under the Take-over Code due to their relationship with such persons:

Name	**Relationship**	**Interests**	
		Number of Shares	**%(1)**
Ms Gaw Chu Lan	Sister of Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yeu Toh and Mr Goh Yew Lay	200,000	0.02
Mr Sua Chen Shiua	Son of Mr Sua Nam Heng and nephew of Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yeu Toh, Mr Goh Yew Lay and Mr Cheng Kiang Huat	1,005,000	0.11
Mdm Tan Ah Hio	Wife of Mr Goh Yeow Lian	13,516,000	1.47
Mdm Liew Siew Keok	Wife of Mr Goh Yeo Hwa	5,160,000	0.56
Mdm Yu Siok Gek	Wife of Mr Goh Yew Gee	8,000,000	0.87
Mdm Liu Li	Wife of Mr Goh Yew Lay	2,700	Less than 0.01
Mr Goh Wee Ping	Son of Mr Goh Yeow Lian and nephew of Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yeu Toh, Mr Goh Yew Lay, Mr Sua Nam Heng and Mr Cheng Kiang Huat	4,000,000	0.44
Ms Goh Shi Hui	Daughter of Mr Goh Yeow Lian and nephew of Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yeu Toh, Mr Goh Yew Lay, Mr Sua Nam Heng and Mr Cheng Kiang Huat	1,879,400	0.20
Ms Goh Liyan	Daughter of Mr Goh Yeu Toh and nephew of Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa, Mr Goh Yew Gee, Mr Goh Yew Lay, Mr Sua Nam Heng and Mr Cheng Kiang Huat	1,178,200	0.13

Note:

(1) Based on the issued share capital of 919,245,086 Shares (excluding 16,671,000 Treasury Shares and nil subsidiary holdings) as at the Latest Practicable Date and rounded to two (2) decimal places.

Based on the above, the Agreed Party Group, Ms Gaw Chu Lan, Mr Sua Chen Shiua, Mdm Tan Ah Hio, Mdm Liew Siew Keok, Mdm Yu Siok Gek, Mdm Liu Li, Mr Goh Wee Ping, Ms Goh Shi Hui and Ms Goh Liyan are deemed to be parties acting in concert with each other under the Take-over Code (the "**Concert Party Group**").

As at the Latest Practicable Date, the shareholdings of each of the persons within the Concert Party Group before and after Share Purchases (assuming (i) the Company acquires or purchases a maximum of 91,924,508 Shares, being ten per cent (10%) of the total number of issued Shares (excluding Treasury Shares and nil subsidiary holdings), and (ii) there is no change in the number of Shares held or deemed to be held by such persons) were or would be as follows:

	Interest[(1)] Before Share Purchase (%)[(2)]	**Interest[(1)] After Share Purchase (%)[(3)]**
GSC Holdings	37.98	42.20
Mr Goh Yeow Lian	5.07	5.63
Mr Goh Yew Tee	2.04	2.27
Mr Goh Yeo Hwa	4.69	5.21
Mr Goh Yew Gee	1.20	1.33
Mr Goh Yeu Toh	3.63	4.03
Mr Goh Yew Lay	0.11	0.12
Mr Sua Nam Heng	3.31	3.68
Mr Cheng Kiang Huat	2.06	2.29
Ms Gaw Chu Lan	0.02	0.02
Mr Sua Chen Shiua	0.11	0.12
Mdm Tan Ah Hio	1.47	1.63
Mdm Liew Siew Keok	0.56	0.62
Mdm Yu Siok Gek	0.87	0.97
Mdm Liu Li	0.00	0.00
Mr Goh Wee Ping	0.44	0.49
Ms Goh Shi Hui	0.20	0.23
Ms Goh Liyan	0.13	0.14
Total Interest	**63.88**	**70.98**

Notes:

(1) Interest in the Shares is determined based on the actual number of Shares held by each of the persons within the Concert Party Group and/or through their Depository Agent.

(2) Based on the issued share capital of 919,245,086 Shares (excluding Treasury Shares and nil subsidiary holdings) as at the Latest Practicable Date. (3) Based on the issued share capital of 827,320,578 Shares assuming the Company acquires or purchases a maximum of 91,924,508 Shares pursuant to the Share Purchase Mandate.

Assuming that the Company acquires or purchases a maximum of 91,924,508 Shares pursuant to the Share Purchase Mandate and assuming that the voting rights of the Concert Party Group as at the Latest Practicable Date of 63.88% remain unchanged, the voting rights of the Concert Party Group will increase from 63.88% to 70.98% solely as a result of Share Purchases up to the full ten per cent (10%) limit pursuant to the Share Purchase Mandate. Accordingly, as the Concert Party Group's combined shareholding interest in the Company before and after such acquisitions or purchases of Shares by the Company exceeds fifty per cent (50%), the Concert Party Group will not become obligated to make a mandatory take-over offer in the event that the Company acquires or purchases the maximum number of Shares pursuant to the Share Purchase Mandate.

The Directors are not aware of any other Shareholder who may become obligated to make a mandatory take-over offer in the event that the Company acquires or purchases the maximum number of 91,924,508 Shares pursuant to the Share Purchase Mandate.

3.11.6 **The take-over implications set out in section 3.11 of this Appendix do not purport to be comprehensive or exhaustive description of all implications that may arise under the Take-over Code. Shareholders are advised to consult their professional advisers and/or the SIC and/or other relevant authorities at the earliest opportunity as to whether an**

obligation to make an offer under Rule 14 of the Take-over Code would arise as a result of the Share Purchases by the Company under the Share Purchase Mandate.

3.12 Share Purchasers in the previous 12 months

The Company did not have a Share Purchase Mandate in the previous 12 months. Accordingly, the Company has not made any purchases or acquisitions of its issued Shares in the 12 months preceding the Latest Practicable Date.

3.13 Reporting Requirements

3.13.1 Pursuant to the Companies Act

(a) within 30 days after the passing of the ordinary resolution relating to the proposed adoption of the Share Purchase Mandate, the Directors shall lodge with ACRA a copy of the ordinary resolution relating to the proposed adoption of the Share Purchase Mandate;

(b) within 30 days after the purchase or acquisition of the Shares, the Directors shall lodge a notice of purchase or acquisition in the prescribed form with the following particulars:

(i) the date of the purchase or acquisition;

(ii) the number of Shares purchased or acquired;

(iii) the number of Shares cancelled;

(iv) the number of Shares held as Treasury Shares;

(v) the Company's issued share capital before the purchase or acquisition;

(vi) the Company's issued share capital after the purchase or acquisition;

(vii) the amount of consideration paid by the Company for the purchase or acquisition of the shares;

(viii) whether the Shares were purchased or acquired out of the profits or the capital of the Company; and

(ix) such other particulars as may be required in the prescribed form; and

(c) where the Company cancels or disposes Treasury Shares in accordance with Section 76K(1C) of the Companies Act, the Directors shall lodge with ACRA a prescribed notice of the cancellation or disposal of Treasury Shares together with the prescribed fee within 30 days after the cancellation or disposal of Treasury Shares.

4. STATEMENT OF THE AUDIT COMMITTEE

The Audit Committee comprises Dr Foo Say Mui, Mr Lye Hoong Yip Raymond and Mr Goh Yew Gee.

Mr Goh Yew Gee had abstained from making any recommendation as he is one of the interested persons.

Having reviewed and considered, *inter alia*, the terms and rationale for and benefits of the IPT Mandate to the Group, the Audit Committee (save for Mr Goh Yew Gee) confirms that it is satisfied that the methods and procedures set out in section 2.6 of this Appendix for determining the Mandated Transactions under the IPT Mandate, if adhered to, are sufficient to ensure that the Mandated Transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders.

The Audit Committee, pursuant to Rule 920(1)(c) of the Listing Manual, also confirms that:

(a) the methods or procedures for determining the transaction prices under the IPT Mandate have not changed since Shareholders approved the adoption of the IPT Mandate at the extraordinary general meeting of the Company held on 11 February 2022; and

(b) the methods or procedures referred to in sub-section (a) above are sufficient to ensure that the transactions will be carried out on normal commercial terms and will not be prejudicial to the interests of the Company and its minority Shareholders.

5. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

5.1 Interests in Shares

As at the Latest Practicable Date, the interests of Directors and substantial shareholders of the Company in the Shares, based on the Company's register of interest of Directors and register of substantial shareholders respectively, are as follows:

	Direct Interests		Deemed Interests	
	Number of Shares	%(1)	Number of Shares	%(1)
Directors				
Mr Goh Yeow Lian(2)	7,063,000	0.77	402,194,872	43.75
Mr Goh Yew Tee(3)	8,709,416	0.95	10,000,000	1.09
Mr Goh Yeo Hwa(4)	11,508,900	1.25	36,799,257	4.00
Mr Goh Yew Gee(5)	11,000,000	1.20	8,000,000	0.87
Dr Foo Say Mui	–	–	–	–
Mr Lye Hoong Yip Raymond	–	–	–	–
Substantial Shareholders				
Mr Goh Yeow Lian(2)	7,063,000	0.77	402,194,872	43.75
Mr Goh Yeo Hwa(4)	11,508,900	1.25	36,799,257	4.00
GSC Holdings	211,159,000	22.97	138,000,000	15.01

Notes:

(1) Based on the issued share capital of 919,245,086 Shares (excluding 16,671,000 Treasury Shares and nil subsidiary holdings) as at the Latest Practicable Date.

(2) Mr Goh Yeow Lian is deemed to have an interest in the following Shares:

(i) 211,159,000 Shares held by GSC Holdings through his interest in GSC Holdings by virtue of Section 4 of the Securities and Futures Act;

(ii) 138,000,000 Shares held by GSC Holdings (registered in the name of United Overseas Bank Nominees Pte. Ltd.) through his interest in GSC Holdings by virtue of Section 4 of the Securities and Futures Act;

(iii) 5,300,000 Shares registered in the name of his spouse, Mdm Tan Ah Hio;

(iv) 8,216,000 Shares held by his spouse, Mdm Tan Ah Hio (registered in the name of Citibank Nominees Singapore Pte. Ltd.); and

(v) 39,519,872 Shares registered in the name of Citibank Nominees Singapore Pte. Ltd..

(3) Mr Goh Yew Tee is deemed to have an interest in 10,000,000 Shares registered in the name of Bank of Singapore.

(4) Mr Goh Yeo Hwa is deemed to have an interest in the following shares:

(i) 5,160,000 Shares registered in the name of his spouse, Mdm Liew Siew Keok; and

(ii) 31,639,257 Shares registered in the name of Raffles Nominees (Pte.) Ltd..

(5) Mr Goh Yew Gee is deemed to have an interest in the 8,000,000 Shares registered in the name of his spouse, Mdm Yu Siok Gek.

5.2 Interests of Directors and Controlling Shareholders

As at the Latest Practicable Date, the Controlling Shareholders of the Company are GSC Holdings and Mr Goh Yeow Lian through his interest in GSC Holdings. As Mr Goh Yeow Lian is one of the interested persons, GSC Holdings. and Mr Goh Yeow Lian are therefore deemed interested in the proposed renewal of the IPT Mandate.

Save for the Goh Directors and Controlling Shareholders of the Company set out above, none of the other Directors (so far as they are aware) or the other Controlling Shareholders of the Company has any interest, direct or indirect (other than through their respective directorships and shareholdings in the Company), in the proposed renewal of the IPT Mandate.

6. DIRECTORS' RECOMMENDATION

6.1 Proposed Renewal of the IPT Mandate

Mr Goh Yeow Lian, Mr Goh Yew Tee, Mr Goh Yeo Hwa and Mr Goh Yew Gee, being the interested persons who are members of the Board, have abstained from the Board's review and determination, and making recommendation to Shareholders, in relation to the proposed renewal of the IPT Mandate.

Having considered, among others, the scope, the methods and procedures set out in Section 2.6 of this Appendix and the rationale and the benefits of the Group entering into the Mandated Transactions, the Independent Directors are of the opinion that the proposed renewal of the IPT Mandate is in the best interests of the Company. Accordingly, the Independent Directors recommend that the Shareholders vote in favour of the ordinary resolution relating to the proposed renewal of the IPT Mandate as set out in the Notice of AGM at the forthcoming AGM.

6.2 Proposed Adoption of the Share Purchase Mandate

Having considered, among others, the terms and rationale of the proposed adoption of the Share Purchase Mandate, the Directors are of the opinion that the Share Purchase Mandate is in the best interests of the Company. Accordingly, the Directors recommend that the Shareholders vote in favour of the ordinary resolution relating to the proposed adoption of the Share Purchase Mandate as set out in the Notice of AGM at the forthcoming AGM.

7. ANNUAL GENERAL MEETING

The AGM will be held physically on Wednesday, 29 April 2026, at 11.00 a.m. at Aloft Singapore Novena, 16 Ah Hood Road, Singapore 329982, for the purpose of considering and, if thought fit, passing with or without modification, the Proposed Resolutions. There will be no option for Shareholders to participate in the AGM virtually.

The Company has opted for electronic dissemination of this Appendix and printed copies of this Appendix will not be sent to Shareholders. Shareholders can access the Appendix, Notice of AGM and Proxy Form on the SGX website and the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/. Printed copies of the Notice of AGM, Proxy Form along with the Request Form will still be sent to Shareholders.

Any Shareholder who wishes to request for a printed copy of the Appendix should complete the Request Form and return it to the Company by post to the Company's registered office at 39 Kim Keat Road, Wee Hur Building, Singapore 328814, or if by electronic mail, to general@weehur.com.sg enclosing a clear scanned completed and signed Request Form to be received by the Company no later than 21 April 2026.

8. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the AGM and who wish to appoint a proxy or proxies to attend and vote on their behalf should complete, sign and return the proxy form published together with the Notice of AGM in accordance with the instructions printed therein as soon as possible and submit to the Company in the following manner:

(a) If submitted by post, be lodged at the office of the Company's share registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or

(b) If submitted electronically, to submit via email to the Company's share registrar at srs.proxy@boardroomlimited.com.

in either case not later than seventy-two (72) hours before the time appointed for the AGM, i.e. no later than 11.00 a.m. on 26 April 2026. The appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the AGM if he so wishes in place of the proxy. However, any appointment of a proxy or proxies by such Shareholder shall be deemed to be revoked if the Shareholder attends the AGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the proxy form, to the AGM.

A Depositor shall not be regarded as a Shareholder entitled to attend the AGM and to speak and vote thereat unless his name appears on the Depository Register maintained by CDP not less than seventy-two (72) hours before the time fixed for the AGM or any adjournment thereof.

For further information, please refer to the Notice of AGM, proxy form and the Company's announcement dated 14 April 2026 which have been uploaded together with this Appendix on the SGX website and the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/, including the steps to be taken by Shareholders to participate at the AGM.

9. ABSTENTION FROM VOTING

Proposed Renewal of the IPT Mandate

Rule 919 of the Listing Manual provides that interested persons and their Associates must not vote on any shareholders' resolutions approving any mandate or renewal thereof in respect of any interested person transaction under Chapter 9 of the Listing Manual, nor accept appointments as proxies unless specific instructions as to voting are given.

Accordingly, the Goh Directors and their respective Associates, being interested persons under Chapter 9 of the Listing Manual, will abstain and have undertaken to ensure that each of their Associates[10] will abstain from voting on the ordinary resolution relating to the proposed renewal of the IPT Mandate to be tabled at the AGM.

Further, each of the interested persons undertakes to decline, and shall ensure that their Associates shall decline, to accept appointment as proxies to attend and vote at the AGM unless the Shareholder concerned shall have given specific instructions as to the manner in which his votes are to be cast at the AGM.

[10] As at the Latest Practicable Date, the interested persons and their Associates and who will abstain from voting are the Goh Directors, Mr Goh Yeu Toh, Mr Goh Yew Lay (both brothers of the Goh Directors), GSC Holdings (a company where the interested persons collectively holds 72% of the equity interest), Mdm Tan Ah Hio (the spouse of Mr Goh Yeow Lian), Mdm Liew Siew Keok (the spouse of Mr Goh Yeo Hwa), Mdm Liu Li (the spouse of Mr Goh Yew Lay), Mdm Yu Siok Gek (the spouse of Mr Goh Yew Gee), Ms Gaw Chu Lan (the sister of the Goh Directors), Mr Goh Wee Ping and Ms Goh Shi Hui (the son and daughter of Mr Goh Yeow Lian), and Ms Goh Liyan (the daughter of Goh Yeu Toh).

10. COMPLIANCE WITH GOVERNING LAWS, REGULATIONS AND CONSTITUTION

The Company confirms that: (a) the terms of the IPT Mandate, once renewed, and the terms of the Share Purchase Mandate, once adopted, will not contravene any laws and regulations governing the Company and the Constitution.

11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the Proposed Corporate Actions, including the methods and procedures set out in section 2.6 of this Appendix, and the Group and the Directors are not aware of any facts the omission of which would make any statement in this Appendix misleading. Where information in this Appendix has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Appendix in its proper form and context.

12. DOCUMENT AVAILABLE FOR INSPECTION

The Constitution of the Company is available for inspection at the registered office of the Company at 39 Kim Keat Road, Wee Hur Building, Singapore 328814 during normal business hours from the date of this Appendix up to and including the date of the AGM.

The Shareholders who wish to inspect the said document should contact the Company at the email address: general@weehur.com.sg to make an appointment.

Yours faithfully
for and on behalf of the Board of Directors of
Wee Hur Holdings Ltd.

Dr Foo Say Mui
Lead Independent Director

WEE HUR HOLDINGS LTD.

UEN: 200619510K
(Incorporated in the Republic of Singapore)

ANNUAL GENERAL MEETING PROXY FORM

IMPORTANT

1. The Annual General Meeting of the Company ("**AGM**") will be held, in a wholly physical format. There will be no option for shareholders to participate virtually, The Notice of AGM and this Proxy Form may be accessed at the Company's website at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/ and on the SGX website at the URL https://www.sgx.com/securities/company-announcements.
2. This Proxy Form is not valid for use by persons holding shares in the Company through relevant intermediaries (as defined in Section 181 of the Companies Act 1967) (including CPF/SRS investors) and shall be ineffective for all intents and purposes if used or purported to be used by them. CPF/SRS investors who wish to vote should instead approach his/her relevant intermediary as soon as possible to specify voting instructions. CPF/SRS investors who wish to appoint the Chairman of the AGM as proxy should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 5.00 p.m. on 20 April 2026.
3. Please read the notes overleaf which contain instructions on, inter alia, the appointment of a proxy(ies).

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies), the member accepts and agrees to the personal data privacy terms set out in the Notice of AGM dated 14 April 2026.

I/We _____ (Name), _____ (NRIC/Passport Number/Company Registration Number)

of _____ (Address)

being a member/members of **WEE HUR HOLDINGS LTD.** (the "**Company**") hereby appoint:

Name	**NRIC/Passport No.**	**Proportion of shareholdings**	
		No. of Shares	**%**
Address			

and/or (delete as appropriate)

Name	**NRIC/Passport No.**	**Proportion of shareholdings**	
		No. of Shares	**%**
Address			

or failing *him/them, the Chairman of the AGM, as *my/our *proxy/proxies to attend, speak and to vote for *me/us on *my/our behalf at the AGM of the Company to be held on Wednesday, 29 April 2026 at 11.00 a.m. at Aloft Singapore Novena, 16 Ah Hood Road, Singapore 329982 and at any adjournment thereof.

*I/We have indicated with a "√" in the appropriate box against each item below how *I/We wish *my/our proxy/proxies to vote, or to abstain from voting.

NO.	ORDINARY RESOLUTIONS	**FOR	**AGAINST	**ABSTAIN
	ORDINARY BUSINESS			
1.	To receive and adopt the Directors' Statement, Auditor's Report and Audited Financial Statements for the financial year ended 31 December 2025.			
2.	To declare the payment of a final tax exempt (one-tier) dividend of $0.01 per ordinary share for the financial year ended 31 December 2025.			
3.	To approve the payment of Directors' fees of $185,000 for the financial year ending 31 December 2026, to be paid quarterly in arrears. (2025: $185,000).			
4.	To re-elect Dr Foo Say Mui, a Director of the Company retiring pursuant to Regulation 109 of the Company's Constitution. *[See Explanatory Note (a)]*			
5.	To re-elect Mr Lye Hoong Yip Raymond, a Director of the Company retiring pursuant to Regulation 109 of the Company's Constitution. *[See explanatory Note (a)]*			
6.	To re-appoint PricewaterhouseCoopers LLP as Independent Auditor and to authorise the Directors of the Company to fix their remuneration.			
	SPECIAL BUSINESS			
7.	To approve the Share Issue Mandate.			
8.	To approve the proposed renewal of Mandate for Interested Person Transactions.			
9.	To approve the Share Purchase Mandate.			

* Delete whichever is inapplicable

** Voting will be conducted by poll. If you wish your proxy/proxies to cast all your votes For or Against a resolution, please tick with "√" in the For or Against box. Alternatively, please indicate the number of votes For or Against each resolution. If you wish your proxy/proxies to abstain from voting on a resolution, please tick with "√" in the Abstain box. Alternatively, please indicate the number of shares that your proxy/proxies is directed to abstain from voting. In any other case, the proxy/proxies may vote or abstain as the proxy/proxies deems fit on any of the above resolutions if no voting instruction is specified, and on any other matter arising at the AGM.

In the absence of specific directions in respect of a resolution, the appointment of the Chairman of the Meeting as your proxy for that resolution will be treated as invalid.

Dated this _____ day of _____ 2026

Total Number of Shares Held	

_____

Signature(s) of Member(s)/Common Seal of Corporate Shareholder

IMPORTANT: PLEASE READ NOTES OVERLEAF

NOTES:

1. (a) A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote at the AGM. Where such member's form of proxy appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.

   (b) A member who is a relevant intermediary is entitled to appoint more than two (2) proxies to attend, speak and vote at the AGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

   "Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act 1967.

2. A member can appoint the Chairman of the AGM as his/her/its proxy, but this is not mandatory.

3. If no name is inserted in the space for the name of your proxy in the instrument appointing a proxy/proxies, the Chairman of the AGM will act as your proxy. However, in the absence of specific directions in respect of a resolution, the appointment of the Chairman of the AGM as your proxy for that resolution will be treated as invalid.

4. A proxy need not be a member of the Company.

5. A member should insert the total number of shares held. If the member has shares entered against his name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001 of Singapore), he should insert that number of shares. If the member has shares registered in his name in the Register of Members (maintained by or on behalf of the Company), he should insert that number of shares. If the member has shares entered against his name in the Depository Register and registered in his name in the Register of Members, he should insert the aggregate number of shares. If no number is inserted, this Proxy Form will be deemed to relate to all the shares held by the member.

6. The Proxy Form must be submitted to the Company in the following manner: (a) if submitted by post, be lodged at the office of the Company's Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632; or (b) if submitted electronically, be submitted via email to the Company's Share Registrar at srs.proxy@boardroomlimited.com, in either case, not less than seventy-two (72) hours before the time appointed for the AGM, i.e. no later than 11.00 a.m. on 26 April 2026.

   A member who wishes to submit a Proxy Form must first complete and sign the Proxy Form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above.

7. The Proxy Form must be under the hand of the appointer or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of its attorney or a duly authorised officer.

8. Where a Proxy Form is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the instrument may be treated as invalid.

9. The completion and submission of this Proxy Form shall not preclude a member from attending, speaking and voting at the AGM. Any appointment of a proxy/proxies shall be deemed to be revoked if a member attends the AGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the Proxy Form to the AGM.

10. The Company shall be entitled to reject any Proxy Form if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the Proxy Form (including any related attachment). In addition, in the case of shares entered in the Depository Register, the Company may reject the Proxy Form if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at seventy-two (72) hours before the time appointed for holding the AGM, as certified by The Central Depository (Pte) Limited to the Company.

WEE HUR HOLDINGS LTD.

UEN: 200619510K
(Incorporated in the Republic of Singapore)

14 April 2026

Dear Shareholders,

We are pleased to provide you with printed copies of the Notice and Proxy Form for the Nineteenth Annual General Meeting of Wee Hur Holdings Ltd. (the "**Company**") to be held, in a wholly physical format, on Wednesday, 29 April 2026 at 11.00 a.m..

As part of our commitment to sustainability, we have decided to discontinue the practice of mailing printed copies of the Company's Annual Reports and Appendix. Instead, our Annual Report for the financial year ended 31 December 2025 ("**Annual Report 2025**") and Appendix dated 14 April 2026 in relation to the proposed renewal of the mandate for interested person transactions and the proposed adoption of a share purchase mandate ("**Appendix**") will be accessible for download from the Company's corporate website starting from the date of this letter. Please note that you will require an internet browser and PDF reader to view these documents.

- The Annual Report 2025 may be accessed at the URL https://www.weehur.com.sg/investor-relations/annual reports/ by clicking on the hyperlink or image for "Annual Report 2025".

- The Appendix may be accessed at the URL https://www.weehur.com.sg/investor-relations/announcements-and-press-release/ by clicking on the hyperlink "Appendix dated 14 April 2026".

You may also access the above documents on the SGX website at the URL https://www.sgx.com/securities/company-announcements.

We sincerely encourage your participation in our sustainability efforts by embracing electronic communications. However, if you still prefer to receive printed copies of the Annual Report 2025 and/or the Appendix, please complete the Request Form and sent it by post to the Company's registered office address at **39 Kim Keat Road, Wee Hur Building, Singapore 328814**. Alternatively, you may submit your completed Request Form by electronic email to the Company at **general@weehur.com.sg**, in either case, no later than Tuesday, 21 April 2026.

By completing, signing and submitting the Request Form to us, you agree and acknowledge that we and/or our service provider(s) may collect, use and disclose your personal data, as contained in your submitted Request Form or otherwise collected from you (or your authorised representative(s)), for the purpose of processing and fulfilling your request.

Yours faithfully,
For and on behalf of
Wee Hur Holdings Ltd.

Teo Ah Hiong and Yeng Shi Hui
Joint Company Secretaries

REQUEST FORM

To: Wee Hur Holdings Ltd.

(Please tick accordingly and return this form to us by 21 April 2026. Incomplete, illegible or incorrectly completed forms will not be processed.)

☐ I/We wish to receive printed copies of the Annual Report 2025 and Appendix

The shares are held by me/us under or through:

☐ CDP Securities Account Number: _____

☐ CPF/SRS Account

☐ Physical scrip(s)

Name(s) of Shareholder(s) : _____

Mailing Address : _____

Signature(s) : _____ Date: _____

Note: This request is valid for the Annual Report 2025 and Appendix only.

Glue and seal firmly.

Glue and seal firmly.

Do not staple. Glue all sides firmly.

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AFFIX
POSTAGE
STAMP

WEE HUR HOLDINGS LTD.

39 Kim Keat Road, Wee Hur Building, Singapore 328814

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