

THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

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

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

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

CONDITIONAL VOLUNTARY TAKE-OVER OFFER

BY

MAGNI VANTAGE LIMITED

(BVI Company No. 2173426)
(Incorporated in British Virgin Islands)

("OFFEROR")

THROUGH

UOBKayHian

UOB KAY HIAN (M) SDN BHD

(formerly known as UOB Kay Hian Securities (M) Sdn Bhd)
(Registration No. 199001003423 (194990-K))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

TO ACQUIRE

ALL THE REMAINING ORDINARY SHARES IN FACB INDUSTRIES INCORPORATED BERHAD ("FACB" OR THE "OFFEREE") (EXCLUDING TREASURY SHARES) NOT ALREADY HELD BY THE OFFEROR AND CHEN YIY FON ("ULTIMATE OFFEROR") ("OFFER SHARE(S)") FOR A CASH OFFER PRICE OF RM1.60 PER OFFER SHARE ("OFFER")

Acceptance in respect of the Offer must be received by 5.00 p.m. (Malaysian time) on Monday, 1 September 2025, being the closing date of the Offer ("First Closing Date"), or such later date(s) as may be announced by UOB Kay Hian (M) Sdn Bhd (formerly known as UOB Kay Hian Securities (M) Sdn Bhd) on behalf of the Offeror and the Ultimate Offeror, no later than 2 days before the Closing Date (as defined herein). Subject to the provisions of the Rules, the Offeror and the Ultimate Offeror may revise or extend the date and time for the acceptance of the Offer beyond the First Closing Date. Notice of such revision or extension will be announced and where required by the Rules, will be posted to you accordingly.

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

DEFINITIONS

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

"Acceptance Condition"	: The condition where the Offeror receives, on or before the Closing Date, valid acceptances in respect of the Offer Shares (provided that such acceptances are not, where permitted, subsequently withdrawn), which will result in the Offeror and the Ultimate Offeror holding more than 50% of the voting shares in FACB (excluding treasury shares) (including Shares that are already acquired, held or entitled to be acquired or held by the Offeror and the Ultimate Offeror)
"Accepting Holder"	: Holder who accepts the Offer in accordance with the terms and conditions set out in this Offer Document
"Act"	: Companies Act, 2016
"ADA"	: Authorised Depository Agent as defined in the Rules of Bursa Depository
"ADM"	: Authorised Direct Member as defined in the Rules of Bursa Depository
"Board"	: The Board of Directors of FACB
"BVI"	: British Virgin Islands
"Bursa Depository"	: Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
"Bursa Depository Transfer Form"	: Bursa Depository Transfer of Securities Request Form (FTF010)
"Bursa LINK"	: Bursa Securities' Listing Information Network, an electronic platform for submission of all announcements made by listed issuers on Bursa Securities
"Bursa Securities"	: Bursa Malaysia Securities Berhad (200301033577 (635998-W))
"CDS"	: Central Depository System
"Chen YF" or the "Ultimate Offeror"	: Chen Yiy Fon, being the Ultimate Offeror for the Offer
"Closing Date"	: (i) First Closing Date; or (ii) in the event the Offer is revised or extended in accordance with the Rules and the terms and conditions of this Offer Document, such other revised or extended closing date as the Offeror and the Ultimate Offeror may decide and as may be announced by UOBKH on behalf of the Offeror and the Ultimate Offeror, no later than 2 days before the closing date. Where required by the Rules, the notice of such revision or extension will be posted to you accordingly
"CMSA"	: Capital Markets and Services Act, 2007
"Dissenting Holder(s)"	: Any Holder who does not accept the Offer and/or any Holder who has failed or refused to transfer the Offer Shares to the Offeror in accordance with the terms and conditions as set out in this Offer Document
"Distribution(s)"	: Any dividends and/or other distributions of any nature whatsoever declared, made and/or paid by FACB to its respective shareholders on or after the date of the Notice but prior to the Closing Date
"EPS"/"(LPS)"	: Earnings per share/Loss per share

DEFINITIONS (CONT'D)

"FACB" or the "Offeree" or the "Company"	:	FACB Industries Incorporated Berhad (197901004632 (48850-K))
"FACB Group" or the "Group"	:	FACB and its subsidiaries, collectively
"FACB Share(s)" or "Share(s)"	:	Ordinary share(s) in FACB
"First Closing Date"	:	5.00 p.m. (Malaysian time) on Monday, 1 September 2025, being the date falling 21 days from the Posting Date
"Form of Acceptance and Transfer"	:	The form of acceptance and transfer for the Offer Shares, enclosed with this Offer Document
"FPE"	:	Financial period ended
"FYE"	:	Financial year ended
"Holder(s)"	:	Holder(s) (including any custodian, nominee and trustee) of the Offer Shares
"Independent Advice Circular"	:	The independent advice circular to be issued by the Independent Adviser to the Holders in relation to the Offer
"Independent Adviser" or "MainStreet"	:	MainStreet Advisers Sdn Bhd (200701032292 (790320-P)), being the Independent Adviser appointed by the Board (save for the Interested Directors) in accordance with paragraph 3.06 of the Rules, to provide comments, opinions, information and recommendation on the Offer in the Independent Advice Circular
"Interested Directors"	:	Chen YF (by virtue of him being the Ultimate Offeror) and Puan Sri Lee Chou Sarn (by virtue of her being the mother of Chen YF), are deemed interested in the Offer. Accordingly, they have abstained and will continue to abstain from deliberating and voting at all relevant board meeting(s) of the Offeree in relation to the Offer
"Late Tan Sri Dr Chen"	:	The late Tan Sri Dr Chen Lip Keong
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities
"LPD"	:	6 August 2025, being the latest practicable date of this Offer Document
"MVL" or the "Offeror"	:	Magni Vantage Limited (2173426) (incorporated in British Virgin Islands)
"LTD"	:	18 July 2025, being the last trading day prior to the date of the Notice
"Market Day(s)"	:	Any day on which Bursa Securities is open for trading in securities
"NA"	:	Net assets
"Non-Resident Holder(s)"	:	Holder(s) (including without limitation, any custodian, nominee and trustee) who is a citizen or national of, or resident in, or has registered addresses in jurisdictions outside Malaysia, or is incorporated or registered with, or approved by any authority outside Malaysia, or non-resident within the definition prescribed under the Financial Services Act 2013

DEFINITIONS (CONT'D)

"Notice"	: Notice of the Offer dated 21 July 2025 issued by UOBKH on behalf of the Offeror, and served on the Board
"Notice to Dissenting Holders"	: Notice in the manner prescribed under the Rules of the rights exercisable by the Dissenting Holders under subsection 223(1) of the CMSA
"Offer"	: Conditional voluntary take-over offer by the Offeror through UOBKH to acquire the Offer Shares at the Offer Price to be satisfied in cash in accordance with the terms and conditions as contained in this Offer Document and any revision thereof
"Offer Document"	: This document dated 11 August 2025, which sets out the details, terms and conditions of the Offer, together with the Form of Acceptance and Transfer enclosed herein
"Offer Period"	: Period commencing from 21 July 2025, being the date of the Notice, and ending on:- (a) the Closing Date; or (b) the date on which the Offer lapses, expires or is withdrawn with the consent of the SC, whichever is earlier
"Offer Price"	: Cash offer price for the Offer Shares, being RM1.60 per Offer Share, subject to any adjustment, where applicable, in the manner set out in Section 2.1 of this Offer Document
"Offer Share(s)"	: All the remaining FACB Shares not already held by the Offeror and the Ultimate Offeror. As at the LPD, the Offer Shares comprise 76,009,400 FACB Shares, representing 90.61% of the total issued shares in FACB (excluding treasury shares)
"Official List"	: A list specifying all securities listed on the Main Market of Bursa Securities
"PAC(s)"	: The person(s) acting in concert with the Offeror and the Ultimate Offeror in relation to the Offer in accordance with subsections 216(2) and 216(3) of the CMSA. As at the LPD, the PAC who hold FACB Shares is Puan Sri Lee Chou Sarn
"PBR"	: Price-to-book ratio
"PER"	: Price-to-earnings ratio
"Posting Date"	: 11 August 2025, being the date of posting of this Offer Document
"Public Spread Requirement"	: The requirement under paragraph 8.02(1) of the Listing Requirements, whereby a listed issuer must ensure that at least 25% of its total listed shares (excluding treasury shares) are in the hands of public shareholders to ensure its continued listing on the Main Market of Bursa Securities
"Registrar"	: Bina Management (M) Sdn Bhd (197901005880 (50164-V)), to whom acceptances of the Offer should be forwarded, whose address, e-mail address and contact number are set out in Section 1.9, Appendix II of this Offer Document, acting as the registrar for the Offer
"Relevant Day"	: The Market Day following the day on which the Offer is closed, or becomes or is declared unconditional, or is revised or extended, as the case may be

DEFINITIONS (CONT'D)

"Restricted Jurisdiction"	: Any jurisdiction where the extension or acceptance of the Offer or where sending or making available information concerning the Offer to the Holders in such jurisdiction would or might be in contravention of local laws or regulations in that jurisdiction
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"Rules"	: Rules on Take-overs, Mergers and Compulsory Acquisitions as issued by the SC
"Rules of Bursa Depository"	: The Rules of Bursa Depository as issued under the SICDA
"SC"	: Securities Commission Malaysia
"SICDA"	: Securities Industry (Central Depositories) Act 1991
"UOBKH" or the "Principal Adviser"	: UOB Kay Hian (M) Sdn Bhd (199001003423 (194990-K)) (formerly known as UOB Kay Hian Securities (M) Sdn Bhd), being the Principal Adviser to the Offeror for the Offer
"VWAP"	: Volume weighted average market price

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

Any reference in this Offer Document to any provision of statutes, rules, regulations, enactments or rules of stock exchange shall, where the context admits, be construed as a reference to provision of such statutes, rules, regulations, enactments or rules of stock exchange (as the case may be) as modified by any written law or (if applicable) amendments to or re-enactment of the statutes, rules, regulations, enactments or rules of stock exchange for the time being in force. The Rules must be read together with the Malaysian Code on Take-overs and Mergers 2016 and any rulings issued by the SC pursuant to section 217 of the CMSA.

All references to dates and times in this Offer Document refer to Malaysian dates and times, unless otherwise specified. If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day and if any period of time falls on a Saturday, Sunday or public holiday, then that period is to be deemed to only expire on the next Market Day.

All references to "you" or "Holder(s)" in this Offer Document are to the holder(s) of the Offer Shares, being the person to whom this Offer is being made.

All references to "we", "us" and "our" in this Offer Document are to UOBKH, being the party through which the Offeror is making the Offer.

Any discrepancies in the tables included in this Offer Document between the amounts listed, actual figures and the totals thereof are due to rounding.

Where a period specified in the Rules which appears in this Offer Document ends on a day which is not a Market Day, the period is extended until the next Market Day.

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FORM OF ACCEPTANCE AND TRANSFER**ENCLOSED**

UOB KAY HIAN (M) SDN BHD

(formerly known as UOB Kay Hian Securities (M) Sdn. Bhd.)

11 August 2025

Registered office of
MAGNI VANTAGE LIMITED
Craigmuir Chambers
Road Town, Tortola
VG 1110
British Virgin Islands

Registered office of
UOB KAY HIAN (M) SDN BHD
(formerly known as UOB Kay Hian Securities (M) Sdn Bhd)
Suite 19.03, 19th Floor
Menara Keck Seng
203 Jalan Bukit Bintang
55100 Kuala Lumpur

To: The Holders

Dear Sir/Madam,

CONDITIONAL VOLUNTARY TAKE-OVER OFFER BY THE OFFEROR THROUGH UOBKH TO ACQUIRE THE OFFER SHARES FOR A CASH OFFER PRICE OF RM1.60 PER OFFER SHARE

1. INTRODUCTION

- 1.1** On 21 July 2025, UOBKH had, on behalf of the Offeror, served the Notice on the Board, to notify them of the Offeror's intention to undertake a conditional voluntary take-over offer to acquire all the 83,882,800 FACB Shares, representing 100.00% of the total issued shares of FACB (excluding treasury shares) not already held by the Offeror and the Ultimate Offeror for a cash offer price of **RM1.60** per Offer Share.
- 1.2** On the same day, i.e. 21 July 2025, the Board announced the receipt of the Notice and a copy of the Notice was despatched to the Holders on 28 July 2025.
- 1.3** On 23 July 2025, and in accordance with paragraph 3.06 of the Rules, the Board had announced that MainStreet Advisers Sdn Bhd has been appointed as the Independent Adviser to provide comments, opinions, information and recommendation on the Offer to the non-interested Directors of FACB and the Holders.
- 1.4** Chen YF is the Ultimate Offeror for the Offer, by virtue of him being the sole director and sole shareholder of MVL.
- 1.5** Pursuant to subsection 216(3) of the CMSA, the persons acting in concert with the Offeror and the Ultimate Offeror in relation to the Offer that hold FACB Shares as at the LPD are as follows:-

No.	Name	Description of relationship
(i)	Puan Sri Lee Chou Sarn	<ul style="list-style-type: none"> Mother of Chen YF Non-Independent Executive Director of FACB

- 1.6** For avoidance of doubt, the Offer shall extend to the Offer Shares held by the PAC. The Offer is however not extended to 1,279,700 FACB Shares held as treasury shares as at the LPD.

As at 7 August 2025, the PAC has indicated her intention to accept the Offer.

- 1.7** On 7 August 2025, UOBKH had, on behalf of the Offeror, served a press notice on the Board, to notify on certain clarification and update on PAC(s) for purposes of the Offer.

As initially set out in **Section 1** of the Notice:-

Pursuant to subsection 216(3) of the CMSA, the persons acting in concert with the Offeror and the Ultimate Offeror in relation to the Offer that hold FACB Shares as at the date of the Notice are as follows:-

No.	Name	Description of relationship
(i)	Puan Sri Lee Chou Sarn	<ul style="list-style-type: none"> Mother of Chen YF Non-Independent Executive Director of FACB
(ii)	Late Tan Sri Dr Chen	<ul style="list-style-type: none"> Late father of Chen YF

As at the LPD, the Late Tan Sri Dr Chen's shareholding in FACB is as follows:-

Name	Direct		Indirect	
	No. of Shares	%*	No. of Shares	%*
Late Tan Sri Dr Chen	16,925,000 ^{*1}	20.18	8,374,389 ^{*2}	9.98

Notes:-

* Computed based on 83,882,800 FACB Shares (excluding treasury shares).

*¹ Held by Cartaban Nominees (Tempatan) Sdn Bhd, Exempt AN for LGT Bank AG (Local).

*² Indirect interest by virtue of his interest in Blue Velvet Property Corp pursuant to section 8 of the Act.

In light of the passing away of the Late Tan Sri Dr Chen on 8 December 2023, and upon further consideration of the subsections 216(2) and 216(3) of the CMSA and after consultation with the SC, it has been determined that **the Late Tan Sri Dr Chen will not be regarded as a PAC for the purposes of the Offer.**

Accordingly, the PAC for purposes of the Offer shall comprise only Puan Sri Lee Chou Sarn as referred to in **Section 1.5** above.

- 1.8** From the date of the Notice and up to the LPD, the Offeror had acquired a total of 7,873,400 FACB Shares, representing 9.39% of the total issued shares of FACB (excluding treasury shares), from the open market. For avoidance of doubt, the highest acquisition price of FACB Shares by the Offeror from the open market is equivalent to the Offer Price. Further details of the aforesaid acquisitions are set out in **Section 2, Appendix V** of this Offer Document.

- 1.9** The shareholdings of the Offeror, the Ultimate Offeror and the PAC in FACB as at the LPD are as follows:-

Name	Direct		Indirect	
	No. of Shares	%*	No. of Shares	%*
<u>Offeror</u> MVL	7,873,400	9.39	-	-
<u>Ultimate Offeror</u> Chen YF	-	-	7,873,400 ^{*1}	9.39
<u>PAC</u> Puan Sri Lee Chou Sarn	505,493	0.60	-	-

Notes:-

* Computed based on 83,882,800 FACB Shares (excluding treasury shares) as at the LPD.

*¹ Indirect interest by virtue of his interest in MVL pursuant to section 8 of the Act.

Please refer to **Section 7** of this Offer Document for further details on the Offeror, the Ultimate Offeror and the PAC.

- 1.10** As at the LPD, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them have not received any irrevocable undertaking from any Holders to accept or reject the Offer, and there is no existing or proposed agreement, arrangement or understanding in relation to the Offer Shares between the Offeror, Ultimate Offeror and its persons acting in concert and any Holders.
- 1.11** The Offer is **conditional** upon the fulfilment of the Acceptance Condition, further details of which are set out in **Section 2.2** of this Offer Document.
- 1.12** The SC had, vide its letter dated 8 August 2025, notified that it has no further comments on this Offer Document pursuant to subparagraph 11.02(3) of the Rules. However, such notification shall not be taken to suggest that the SC recommends the Offer or assumes responsibility for the correctness of any statements made or opinions or reports expressed in this Offer Document.
- 1.13** The indicative timetable for the Offer is as follows:-

Event	Date*
Notice served on the Board	Monday, 21 July 2025
Posting of Offer Document	Monday, 11 August 2025
Last day for issuance of the Independent Advice Circular	Thursday, 21 August 2025
First Closing Date [^]	Monday, 1 September 2025

Notes:-

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

[^] The Offer will remain open for acceptance for a period of not less than 21 days from the Posting Date, i.e. until 5.00 p.m. on the First Closing Date, unless the Offeror and the Ultimate Offeror revise or extend the Offer, in which event an announcement will be made by UOBKH on behalf of the Offeror and the Ultimate Offeror, no later than 2 days before the Closing Date. Notice of such revision or extension will be announced and where required by the Rules, will be posted to the Holders accordingly.

This Offer Document seeks to extend a formal conditional voluntary take-over offer by the Offeror through UOBKH to acquire your Offer Shares in accordance with the terms and conditions of this Offer Document.

You are advised to read carefully this Offer Document and the Independent Advice Circular, which will be despatched to you within 10 days from the date of this Offer Document or no later than 21 August 2025. You should consider the recommendation of the Independent Adviser carefully before making any decision regarding the Offer.

To facilitate electronic delivery of documents in the future, it is important for you to register your e-mail address with Bursa Depository via:-

- i. https://www.bursamalaysia.com/trade/our_products_services/central_depository_system/request_for_estatement; or
- ii. Bursa Anywhere mobile application which can be downloaded from Google Play Store or Apple App Store. (PLEASE REFER TO <http://www.bursamarketplace.com/anywhere/> FOR INSTRUCTIONS TO DOWNLOAD THE APPLICATION)

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

If you wish to accept the Offer, you should complete and sign the accompanying Form of Acceptance and Transfer according to the instructions contained therein. Please refer to Sections 1 and 2, Appendix II of this Offer Document respectively for the procedures for acceptance and method of settlement of the Offer. Special instructions for Non-Resident Holders on accepting the Offer are set out in Section 3, Appendix II of this Offer Document. If you have any enquiries, you may contact the Registrar for assistance, of which the Registrar's details are set out in Section 1.9 of Appendix II of this Offer Document.

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

2. TERMS AND CONDITIONS OF THE OFFER

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

2.1 Consideration for the Offer

Accepting Holders shall be paid **RM1.60 in cash for each Offer Share**, in accordance with the terms set out in this Offer Document.

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

As at the LPD, the Offeree has not announced any declaration or payment of Distribution subsequent to the date of the Notice but before the Posting Date.

Holders may accept the Offer in respect of all or part of their Offer Shares. Fractions of a sen will not be paid to the Accepting Holders and cash consideration payable in respect of the valid acceptance of the Offer will be rounded down to the nearest whole sen.

The Offer Price represents the highest price paid by the Offeror, the Ultimate Offeror and the person(s) acting in concert with them for the acquisition of FACB Shares during the 3-month period prior to the commencement of the Offer Period up to the LPD. Accordingly, the Offer Price is in compliance with subparagraph 6.03(2) of the Rules.

2.2 Conditions of the Offer

The Offer is **conditional** upon the fulfilment of the Acceptance Condition, wherein the Offeror having received, on or before the Closing Date, valid acceptances in respect of the Offer Shares (provided that such acceptances are not, where permitted, subsequently withdrawn), which would result in the Offeror and the Ultimate Offeror holding more than 50% of the voting shares in FACB (excluding treasury shares) (including Shares that are already acquired, held or entitled to be acquired or held by the Offeror and the Ultimate Offeror). As at the LPD, the Offeror and the Ultimate Offeror collectively hold 7,873,400 FACB Shares, representing 9.39% of the total issued shares of FACB (excluding treasury shares). Consequently, the Offeror and the Ultimate Offeror are required to receive valid acceptance of 34,068,000 Offer Shares, representing 40.61% of the total issued shares of FACB (excluding treasury shares), in order to fulfil the Acceptance Condition.

The Acceptance Condition shall be fulfilled on or before the Closing Date, failing which the Offer will cease to be capable of further acceptance and all acceptances shall be returned to the relevant Holders, and the Offeror will thereafter cease to be bound by any such prior acceptances of the Offer.

Notwithstanding the above, in the event that the Offeror acquires additional Shares such as acquisition via open market (other than through valid acceptances) during the Offer Period which results in the Offer becoming a mandatory offer under the note 14 to paragraph 4.01 of the Rules, the fulfilment of the Acceptance Condition shall be assessed based on the aggregate shareholdings of the Offeror, the Ultimate Offeror and the person(s) acting in concert with them, in accordance with paragraph 6.01(1) of the Rules. In such situation, the mandatory offer will be conditional upon the Offeror having received, on or before the Closing Date, valid acceptances in respect of the Offer Shares (provided that such acceptances are not, where permitted, subsequently withdrawn), which would result in the Offeror, the Ultimate Offeror and the person(s) acting in concert with them holding more than 50% of the voting shares in FACB (excluding treasury shares) (including Shares that are already acquired, held or entitled to be acquired or held by the Offeror, the Ultimate Offeror and the person(s) acting in concert with them).

2.3 Duration of the Offer

The Offer will remain open for acceptances until **5.00 p.m. (Malaysian time) on Monday, 1 September 2025**, being the First Closing Date. However, the Offeror and the Ultimate Offeror may revise or extend the date and time for acceptance beyond the First Closing Date in accordance with the provisions of the Rules. Any revision or extension will be announced by UOBKH, on behalf of the Offeror and the Ultimate Offeror, no later than 2 days before the Closing Date. Such announcement will state the next closing date of the Offer. Where required by the Rules, notices of such revision or extension will be posted to the Holders accordingly.

Please refer to **Section 2, Appendix I** of this Offer Document for further details on the duration of the Offer.

2.4 Method of settlement

Except with the consent of the SC, which would only be granted in certain circumstances in which all Holders are to be treated similarly, and save for the Offeror's and the Ultimate Offeror's rights to reduce the cash consideration of the Offer Shares as set out in **Section 2.1** above, the settlement of the consideration to which any Accepting Holder is entitled under the Offer will be implemented in full, in accordance with the terms of the Offer, without regard to any lien, right of set-off, counter-claim or other analogous rights to which the Offeror and the Ultimate Offeror may otherwise be, or claim to be, entitled against the Accepting Holder. This, however, is without prejudice to the Offeror's and the Ultimate Offeror's rights to make any claim against the Accepting Holder after such full settlement in respect of a breach of the warranty as set out in **Section 1, Appendix I** of this Offer Document.

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

- (i) remittance into the Accepting Holders' bank account, if the Accepting Holders have registered their bank account with Bursa Depository for the purposes of cash dividend/distribution; or
- (ii) otherwise, remittance in the form of cheque(s), banker's draft(s) and/or cashier's order(s) which will be posted by ordinary mail to the Accepting Holders (or their designated agents, as they may direct) at their registered Malaysian addresses last maintained with Bursa Depository, at their own risk,

within 10 days from:-

- (i) the date the Offer becomes or is declared wholly unconditional, if the valid acceptances are received during the period when the Offer is still conditional; or

- (ii) the date of the valid acceptances, if the valid acceptances are received during the period after the Offer is or has become or has been declared wholly unconditional.

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

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

Please refer to **Appendix I** of this Offer Document for the other terms and conditions of the Offer and **Sections 1 and 2, Appendix II** of this Offer Document respectively for the details on the procedures for acceptance and method of settlement of the Offer. If you have any enquiries on the procedures for acceptance of the Offer, you may address your enquiries to the Registrar at the address, email address or contact number stated in **Section 1.9, Appendix II** of this Offer Document.

3. RATIONALE FOR THE OFFER

Opportunity to privatise and/or gain control of FACB

The Offer represents an initiative by the Offeror and the Ultimate Offeror to privatise and/or gain control of FACB. The Ultimate Offeror is presently involved in overseeing the management and strategic direction of FACB in his capacity as the Chairman and Non-Independent Executive Director of FACB. Through the Offer, the Offeror and the Ultimate Offeror will be accorded greater liberty in deciding on the strategic direction of FACB and the flexibility for FACB's group structure and business to be restructured, reorganised, and rationalised should the need arise. However, as at the LPD, the Offeror and the Ultimate Offeror do not have any definitive plans in respect of the above and any future strategies to be implemented will be depending on the review and evaluation of the business operations of FACB Group by the Offeror and the Ultimate Offeror from time to time. In the interim, the business of FACB will be continuing as usual.

In addition, the privatisation and delisting of FACB through the Offer, if materialised, is also expected to eliminate the administrative efforts and costs in maintaining the listing of FACB and re-divert resources towards its core business.

In the event that the Offeror and the Ultimate Offeror are unable to achieve the required level of acceptances under the Offer to delist FACB, FACB will remain listed on the Main Market of Bursa Securities. Consequently, FACB will continue to be subject to the ongoing listing requirements and compliance obligations applicable to listed issuers, including the need to maintain a minimum public shareholding spread and other corporate governance requirements. The inability to delist or privatise FACB may also limit the Offeror's and the Ultimate Offeror's flexibility in implementing certain strategic, structural, and operational changes to FACB Group, if the need arises. Further, the administrative costs and resources incurred in maintaining the listing status would continue to be borne by FACB.

Opportunity for the Holders to exit and realise their investment

The Offer provides an opportunity for the Holders who wish to realise their investments in FACB Shares immediately at the Offer Price, premised on the following considerations:-

- (i) the Offer Price represents a premium ranging from 41.59% to 45.34% over the closing price of FACB Shares as at the LTD and the 5-day, 1-month, 3-month, 6-month and 1-year VWAP of FACB Shares up to the LTD;
- (ii) the Offer Price represents a PER of 19.68 times based on the audited consolidated EPS for the FYE 30 June 2024, as well as a PER of 24.46 times based on the trailing 12 months unaudited consolidated EPS up to the FPE 31 March 2025; and

- (iii) the FACB Shares have been thinly traded, with an average monthly trading volume of 77,739 Shares for the past 1 year up to June 2025, being the last full month prior to the serving of the Notice, which represents a free float of approximately 0.13%.

4. LISTING STATUS OF THE OFFEREE

Paragraph 8.02(1) of the Listing Requirements states that a listed issuer must ensure that at least 25% of its total listed shares (excluding treasury shares) are in the hands of public shareholders. Bursa Securities may accept a percentage lower than 25% of the total number of listed shares (excluding treasury shares) if it is satisfied that such lower percentage is sufficient for a liquid market in such shares.

A listed issuer that fails to maintain the Public Spread Requirement may request for an extension of time to rectify the situation in the manner as may be prescribed by Bursa Securities. Where no extension of time is granted by Bursa Securities, Bursa Securities may take or impose any type of action or penalty pursuant to paragraph 16.19 of the Listing Requirements for a breach of paragraph 8.02(1) of the Listing Requirements and may, at its discretion, suspend trading in the securities of the listed issuer pursuant to paragraph 16.02(1) of the Listing Requirements. However, the non-compliance of the Public Spread Requirement would not automatically result in the delisting of a listed issuer from the Official List.

The Offeror and the Ultimate Offeror do not intend to maintain the listing status of FACB.

As such, the Offeror and the Ultimate Offeror will not be taking any steps to address any shortfall in the public shareholding spread of FACB in the event FACB does not meet the Public Spread Requirement after the Closing Date.

In relation to a take-over offer for the acquisition of the listed shares of a listed issuer pursuant to the Rules, upon 90% or more of the listed shares (excluding treasury shares) of the said listed issuer being held by a shareholder either individually or jointly with associates of the shareholder, an immediate announcement must be made by the listed issuer pursuant to paragraph 9.19(48) of the Listing Requirements. Upon such immediate announcement, Bursa Securities shall, in the case where the listed issuer does not intend to maintain the listing status, suspend the trading in the listed issuer's securities immediately upon the expiry of 5 market days from the close of the offer period, in accordance with paragraph 16.02(3) of the Listing Requirements.

As the Offeror and the Ultimate Offeror do not intend to maintain the listing status of FACB, in the event that the Offeror receives valid acceptance resulting in the Offeror, Ultimate Offeror and the person(s) acting in concert with them, holding 90% or more of the listed shares in FACB, an immediate announcement will be made by FACB. Upon such announcement, Bursa Securities shall suspend the trading in the FACB Shares immediately upon the expiry of 5 market days from the Closing Date. Thereafter, the Offeror and the Ultimate Offeror will procure FACB to take the requisite steps to withdraw its listing status from the Official List of Bursa Securities, in accordance with paragraph 16.07 of the Listing Requirements. Accordingly, if FACB is delisted from the Official List of Bursa Securities as a consequence of 90% or more of the listed shares (excluding treasury shares) of FACB being held by the Offeror, the Ultimate Offeror and the person(s) acting in concert with them, the FACB Shares will no longer be traded on the Main Market of Bursa Securities.

We wish to highlight that the ability to delist FACB from the Main Market of Bursa Securities is subject to the Offeror and the Ultimate Offeror having received valid acceptance resulting in them and their person(s) acting in concert holding 90% or more of the listed shares in FACB. In the event that the Offeror and the Ultimate Offeror are unable to achieve the required level of acceptances under the Offer to delist FACB, FACB will remain listed on the Main Market of Bursa Securities. Consequently, FACB will continue to be subject to the ongoing listing requirements and compliance obligations applicable to listed issuers, including the need to maintain a Public Spread Requirement and other corporate governance requirements.

5. COMPULSORY ACQUISITION AND RIGHTS OF DISSENTING HOLDERS

5.1 Compulsory acquisition

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

- (i) has made a take-over offer for all the shares or all the shares in any particular class in an offeree; and
- (ii) has received acceptances of not less than nine-tenths (9/10) in the nominal value* of the offer shares,

Note:-

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

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

- (i) is issued within 2 months from the date of achieving the conditions under paragraphs 221(1)(a) and 221(1)(b) of the CMSA; and
- (ii) is accompanied by a copy of a statutory declaration by the offeror that the conditions for the giving of the notice are satisfied.

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

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

We wish to highlight that the ability to compulsorily acquire the remaining Offer Shares is subject to the Offeror having received valid acceptances of not less than nine-tenths (9/10) in the nominal value of the Offer Shares (excluding shares already held by the Offeror, the Ultimate Offeror and person(s) acting in concert with them as at the date of the Offer) on or before the Closing Date. In the event that the Offeror and the Ultimate Offeror are unable to achieve the required level of acceptances under the Offer to compulsorily acquire the remaining Offer Shares, FACB may not be privatised and in turn limits the Offeror's and the Ultimate Offeror's flexibility in implementing certain strategic, structural, and operational changes to FACB Group, if the need arises.

5.2 Rights of Dissenting Holders

Notwithstanding the above and subject to section 224 of the CMSA, section 223 of the CMSA provides that if the Offeror receives valid acceptance resulting in the Offeror, the Ultimate Offeror and person(s) acting in concert with them holding not less than nine-tenths (9/10) in the nominal value of all the shares in FACB on or before the Closing Date, a Dissenting Holder may exercise his/her rights under subsection 223(1) of the CMSA within a period to be specified by the Offeror and the Ultimate Offeror which shall be no less than 3 months after the Closing Date, by serving a notice on the Offeror and the Ultimate Offeror to require them to acquire his/her shares on the same terms as set out in this Offer Document or such terms as may be agreed between the Offeror, the Ultimate Offeror and such Dissenting Holder, subject to section 224 of the CMSA.

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

Notwithstanding the above, pursuant to subsection 224(1) of the CMSA, where a notice is given under subsection 222(1) of the CMSA (as referred to in **Section 5.1** of this Offer Document), the court may, on an application made by any Dissenting Shareholder within 1 month from the date on which the notice was given by the Offeror, order that the Offeror shall not be entitled and shall not be bound to acquire Offer Shares of any Dissenting Shareholder or specify terms of acquisition that are different from the terms of the Offer.

Subsection 223(2) of the CMSA requires the Offeror and the Ultimate Offeror to give the Dissenting Holders a Notice to Dissenting Holders, within 1 month of the time the Offeror, the Ultimate Offeror and person(s) acting in concert with them having acquired not less than nine-tenths (9/10) in the value of all the shares in FACB (excluding treasury shares). A Notice to Dissenting Holders under subsection 223(2) of the CMSA may specify the period for the exercise of the rights of the Dissenting Holders and in any event, such period shall not be less than 3 months after the Closing Date.

6. FINANCIAL CONSIDERATIONS

The Offer Price is the price at which the Offeror and the Ultimate Offeror are willing to acquire the Offer Shares after taking into consideration, amongst others, the historical market prices of FACB Shares as set out **Section 6.1** below.

Save for the dealings disclosed in **Section 2, Appendix V** of this Offer Document, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them have not dealt, whether directly or indirectly, in FACB Shares during the period commencing 3 months prior to the commencement of the Offer Period and up to the LPD. For information, the Offer Price is also equivalent to the highest price paid by the Offeror for FACB Shares within 3 months prior to the commencement of the Offer Period up to the LPD, which is in compliance with subparagraph 6.03(2) of the Rules. In this regard, the Offeror and the Ultimate Offeror will ensure that the Offer Price complies with subparagraph 6.03(2) of the Rules during the Offer Period.

As at the LPD, there is no arrangement or agreement entered into between any Holders and the Offeror, the Ultimate Offeror and the persons acting in concert with them that have favourable conditions which are not extended to all Holders either during the Offer Period or for 6 months after the Closing Date pursuant to paragraph 18.01 of the Rules that would lead to any favourable deal. The Offeror and the Ultimate Offeror also undertakes that they did not and will not deal or enter into any arrangements with any parties to deal or make purchases or sales of FACB Shares, or enter into arrangements concerning acceptance of the Offer, either during the Offer Period or when the Offer is reasonably in contemplation or for 6 months after the Closing Date, where such arrangements have favourable conditions which are not to be extended to all Holders.

Holders are advised to consider, amongst others, the recommendation of the Independent Adviser contained in the Independent Advice Circular, which will be despatched to you within 10 days from the date of this Offer Document or no later than 21 August 2025, and the financial considerations as set out below before deciding whether to accept or reject the Offer:-

6.1 Historical market prices

The Offer Price represents a premium/(discount) to the following market prices of FACB Shares (which have been adjusted for the effects of dividends during the period under review):-

	Share price RM	Premium/(discount)	
		RM	%
In relation to the Notice:-			
Last transacted price of FACB Shares as at the LTD	1.1300	0.4700	41.59
5-day VWAP of FACB Shares up to the LTD	1.1009	0.4991	45.34
1-month VWAP of FACB Shares up to the LTD	1.1043	0.4957	44.89
3-month VWAP of FACB Shares up to the LTD	1.1100	0.4900	44.14
6-month VWAP of FACB Shares up to the LTD	1.1108	0.4892	44.04
1-year VWAP of FACB Shares up to the LTD	1.1251	0.4749	42.21
In relation to this Offer Document:-			
Last transacted price of FACB Shares as at the LPD	1.6000	-	-
5-day VWAP of FACB Shares up to the LPD	1.6000	-	-

(Source: Bloomberg)

Based on the above, the Offer Price represents:-

- (i) a premium ranging from 41.59% to 45.34% over the last transacted price of FACB Shares as at the LTD, and the 5-day, 1-month, 3-month, 6-month and 1-year VWAPs of FACB Shares up to the LTD; and
- (ii) the last transacted price of FACB Shares as at the LPD, and the 5-day VWAP of FACB Shares up to the LPD.

The historical closing market prices and volume of FACB Shares traded over the 6 months prior to the commencement of the Offer Period up to the LPD are as follows:-



(Source: Bloomberg)

The monthly highest, lowest and closing market prices of FACB Shares for the period commencing 6 months prior to the commencement of the Offer Period and up to the LPD are as follows:-

	High RM	Low RM	Monthly closing price RM
2025			
January	1.21	1.11	1.18
February	1.27	1.10	1.17
March	1.17	1.07	1.15
April	1.27	1.01	1.05
May	1.20	1.03	1.18
June	1.20	1.10	1.16
July	1.61	1.08	1.60
August (up to the LPD)	1.60	1.60	1.60

(Source: Bloomberg)

Further, during the period commencing 6 months prior to the commencement of the Offer Period up to the LPD:-

- the highest closing price of FACB Shares was RM1.60, which was transacted on 22 July 2025, 23 July 2025, 24 July 2025, 25 July 2025, 28 July 2025, 30 July 2025, 31 July 2025, 1 August 2025, 4 August 2025, 5 August 2025 and 6 August 2025; and
- the lowest closing price of FACB Shares was RM1.02, which was transacted on 9 April 2025.

6.2 PER

The Offer Price implies the following PER:-

	EPS sen	PER times
Audited consolidated EPS for the FYE 30 June 2024	8.13*	19.68
Trailing 12 months unaudited consolidated EPS up to the FPE 31 March 2025	6.54*	24.46

Note:-

* Computed based on profit attributable to owners of the parent of FACB over the number of FACB Shares in issue (excluding treasury shares) as at the respective financial year/ period.

6.3 PBR

The Offer Price implies the following PBR:-

	NA per Share RM	PBR times	Discount of Offer Price to NA %
Audited consolidated NA per Share as at 30 June 2024	2.60*	0.62	38.46
Unaudited consolidated NA per Share as at 31 March 2025	2.60*	0.62	38.46

Note:-

* Computed based on consolidated NA of FACB over the number of FACB Shares in issue (excluding treasury shares) as at the respective financial year/ period.

6.4 Trading liquidity

The table below illustrates the historical trading volume and trading liquidity of FACB Shares for the past 12 months up to June 2025, being the last full month prior to the serving of the Notice:-

Month	Monthly volume traded* ¹	Monthly volume traded over free float* ²
	No. of Shares	%
<u>2024</u>		
July	185,000	0.32
August	100,300	0.17
September	41,400	0.07
October	66,500	0.11
November	72,500	0.12
December	28,667	0.05
<u>2025</u>		
January	87,400	0.15
February	39,100	0.07
March	76,000	0.13
April	114,200	0.20
May	29,900	0.05
June	91,900	0.16
Simple average	77,739	0.13

(Source: Bloomberg and announcements on Bursa Securities)

Notes:-

*1 Monthly volume traded excludes FACB Shares traded in the open market by the Directors, substantial shareholders of FACB, persons connected to them who are classified as non-public shareholders as well as the Offeror, the Ultimate Offeror and the person(s) acting in concert with them.

*2 Free float of FACB Shares refers to the number of FACB Shares held by public shareholders as defined under the Listing Requirements (excluding those FACB Shares held by the Directors, substantial shareholders of FACB, persons connected to them as well as the Offeror, the Ultimate Offeror and the person(s) acting in concert with them).

Based on the above, the FACB Shares have been trading with an average monthly trading volume of 77,739 Shares for the past 12 months up to June 2025, being the last full month prior to the serving of the Notice, which represents a free float of approximately 0.13%.

NOTWITHSTANDING THE ABOVE, YOU SHOULD CONSIDER, AMONGST OTHERS THE CONTENTS OF THIS OFFER DOCUMENT IN ITS ENTIRETY AS WELL AS THE INDEPENDENT ADVICE CIRCULAR TO BE ISSUED AND RECOMMENDATION THEREIN BEFORE DECIDING WHETHER TO ACCEPT OR REJECT THE OFFER.

7. INFORMATION ON THE OFFEROR, THE ULTIMATE OFFEROR AND PAC

7.1 Offeror

MVL was incorporated in the British Virgin Islands on 31 March 2025 pursuant to the BVI Business Companies Act, 2004. The principal activity of MVL is investment holding.

As at the LPD, the issued share capital of MVL is USD1.00 comprising 1 ordinary share.

As at the LPD, sole director and sole shareholder is Chen YF.

As at the LPD, MVL directly holds 7,873,400 FACB Shares, representing 9.39% of the total issued shares of FACB (excluding treasury shares).

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

7.2 Ultimate Offeror

Chen YF, a Malaysian aged 44, is currently the Chairman and Non-Independent Executive Director of FACB.

He graduated with a Bachelor of Arts Degree in Economics from the University of Southern California, Los Angeles in 2003. In 2003, he interned at Morgan Stanley, Los Angeles, California, and subsequently in 2004, he interned at Credit Suisse First Boston, Singapore. He joined the family's property, hotel and energy businesses immediately after the completion of his internship.

He joined NagaCorp Ltd since 2005 as an executive assistant to the Late Tan Sri Dr Chen (founder) and was subsequently appointed as a Non-Executive Director of NagaCorp Ltd from May 2009 to February 2011. He tendered his resignation as a Non-Executive Director of NagaCorp Ltd in February 2011 to focus on other business engagement, notably in Petaling Tin Berhad and Karambunai Corp Bhd, where he served as the Chief Executive Officer at the material time. He was then appointed as the Executive Director of NagaCorp Ltd in June 2015. Together with the Late Tan Sri Dr Chen, Chen YF has been involved in the decision-making processes as the senior management of NagaCorp Ltd since joining in 2005. He was appointed as the Chief Executive Officer – Operations in April 2022. He was then redesignated as Chief Executive Officer in December 2023. Presently, he is the Chief Executive Officer and Executive Director of NagaCorp Ltd, which is a public company listed on the Stock Exchange of Hong Kong Limited. NagaCorp Ltd is the largest integrated resort operator in Cambodia, principally engaged in the operation of its flagship integrated resort, NagaWorld, in Phnom Penh.

In addition, he was appointed as the Executive Director of FACB in August 2007, and was redesignated as Chairman in August 2023, a role he assumed to-date. He is also presently the Chief Executive Officer and Executive Director of Karambunai Corp Bhd and Petaling Tin Berhad. He was appointed as the Chief Operating Officer/ Executive Director of Karambunai Corp Bhd in August 2007, and was redesignated as Chief Executive Officer/ Executive Director in September 2010. He was appointed as the Executive Director of Petaling Tin Berhad in August 2007, and was redesignated as Chief Executive Officer/ Executive Director in December 2010. Both Petaling Tin Berhad and Karambunai Corp Bhd have been delisted from the official list of Bursa Securities with effect from 16 August 2018 and 21 November 2019 respectively.

As at the LPD, he indirectly holds 7,873,400 FACB Shares, representing 9.39% of the total issued shares of FACB (excluding treasury shares), by virtue of his interest in MVL.

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

7.3 PAC

Pursuant to subsection 216(3) of the CMSA, the PAC in relation to the Offer that hold FACB Shares as at the LPD is as follows:-

Name	Nationality	Description of relationship with the Offeror/Ultimate Offeror	Direct		Indirect	
			No. of Shares	%	No. of Shares	%
Puan Sri Lee Chou Sarn	Malaysian	<ul style="list-style-type: none"> Mother of Chen YF Non-Independent Executive Director of FACB 	505,493	0.60	-	-

Puan Sri Lee Chou Sarn, a Malaysian aged 77, is currently the Non-Independent Executive Director of FACB. She graduated with a Bachelor of Economics from University of Malaya in 1971. She began her career as a public servant as she worked in the Statistics Department of the Government of Malaysia for 13 years. She has been a shareholder and a Director of Lipkland Holdings Sdn Bhd, an investment holding company since December 1982. She was also a Director of Karambunai Corp Bhd from 1994 to 2001.

8. FUTURE PLANS FOR FACB GROUP AND ITS EMPLOYEES

The intention of the Offeror and the Ultimate Offeror with respect to the future plans for FACB Group and its employees after the Offer are summarised as follows:-

8.1 Continuation of the Group's business

The Offeror and the Ultimate Offeror intend to continue with the existing business and operations of FACB Group. If the need arises, the Offeror and the Ultimate Offeror may from time to time undertake a review of FACB Group's business and operations to formulate future plans and strategies for FACB Group, and/or to streamline and improve the efficiency of the business and operations of FACB Group. Further, the delisting and privatisation of FACB, if materialised, shall provide the Offeror and the Ultimate Offeror with greater liberty and flexibility in formulating and implementing restructuring plans for FACB's business and operations for the purposes of streamlining and improving the FACB's operational efficiency. Such initiatives may include, but not limited to, cost rationalisation measures to streamline efficiency in organisation structure and optimisation of resources. Nonetheless, the restructuring plans for FACB are still indicative and subject to further review and deliberations given that such plans are still in the preliminary planning stage.

As at the LPD, the Offeror and the Ultimate Offeror do not have any definitive plans in respect of the above and any future strategies to be implemented will be depending on the review and evaluation of the business operations of FACB Group by the Offeror and the Ultimate Offeror from time to time.

8.2 Major changes to the Group's business

The Offeror and the Ultimate Offeror presently do not have any plan to sell the major assets or undertake major redeployment of the fixed assets of FACB Group, liquidate any of the companies within FACB Group (save for dormant or inactive companies) or introduce major changes to FACB Group's business. If the need arises, the Offeror and the Ultimate Offeror may from time to time explore potential opportunities as they consider suitable, in accordance with the future direction of FACB Group. These may include, but not limited to, strategic investment, mergers and acquisitions, monetisation of assets, reorganisation and/or integration of business operations of FACB Group.

As at the LPD, the Offeror and the Ultimate Offeror have not entered into any negotiation or arrangement or understanding whatsoever with any third party with regard to any significant change in FACB Group's business, assets or the Company's shareholding structure.

8.3 Employees of the Group

The Offeror and the Ultimate Offeror do not have any plan to dismiss or make redundant any of the employees of FACB Group whether as a direct or indirect consequence of the Offer. The Offeror and the Ultimate Offeror are committed to maintaining the continued employment of the existing employees of FACB Group, subject to the usual operational and performance reviews that may be conducted in the ordinary course of business. However, changes in employees' employment and redeployment of employees may take place as a result of the Offeror's and the Ultimate Offeror's subsequent review to streamline and/or improve efficiency of the operations of FACB Group. Nevertheless, such changes will be carried out in accordance with the provisions of the relevant legislation and the terms of employment of the affected employees.

Notwithstanding the above, the Offeror and the Ultimate Offeror shall retain the flexibility to consider any option and/or potential opportunity as they consider fit and which are in the best interests of FACB Group that may present itself to FACB Group.

9. FINANCIAL RESOURCES OF THE OFFEROR AND THE ULTIMATE OFFEROR

The consideration for the Offer Shares shall be satisfied by the Offeror. The Offeror and Ultimate Offeror have confirmed that they are able to implement the Offer in full and the Offer would not fail due to insufficient financial capability, and that every Holder who wishes to accept the Offer will be paid in full by cash.

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

10. RESPONSIBILITY STATEMENT

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

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

11. FURTHER INFORMATION

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

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

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

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

Yours faithfully,
For and behalf of
UOB KAY HIAN (M) SDN BHD
(formerly known as UOB Kay Hian Securities (M) Sdn Bhd)

NANTHA KUMAR
Director
Co-Head, Corporate Finance

WINSTON LOH
Director
Corporate Finance

OTHER TERMS AND CONDITIONS OF THE OFFER

The other terms and conditions of the Offer, which are in compliance with the Rules, unless otherwise directed or permitted to be varied by the SC, are as follows:-

1. WARRANTY

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

- (a) free from all moratorium, claims, charges, liens, pledges, encumbrances, options, rights of pre-emption, third party rights, equities, security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing from the date of the valid acceptance; and
- (b) with all rights, benefits and entitlements attaching thereto, including the rights to all Distributions declared and/or paid on or after the date of the Notice, subject to the adjustment(s) by reason of any Distributions as set out in **Section 2.1** of the main letter of this Offer Document.

2. CONDITIONS OF THE OFFER

The Offer is **conditional** upon the fulfilment of the Acceptance Condition, wherein the Offeror having received, on or before the Closing Date, valid acceptances in respect of the Offer Shares (provided that such acceptances are not, where permitted, subsequently withdrawn), which would result in the Offeror and the Ultimate Offeror holding more than 50% of the voting shares in FACB (excluding treasury shares) (including Shares that are already acquired, held or entitled to be acquired or held by the Offeror and the Ultimate Offeror). As at the LPD, the Offeror and the Ultimate Offeror collectively hold 7,873,400 FACB Shares, representing 9.39% of the total issued shares of FACB (excluding treasury shares). Consequently, the Offeror and the Ultimate Offeror are required to receive valid acceptance of 34,068,000 Offer Shares, representing 40.61% of the total issued shares of FACB (excluding treasury shares), in order to fulfil the Acceptance Condition.

The Acceptance Condition shall be fulfilled on or before the Closing Date, failing which the Offer will cease to be capable of further acceptance and all acceptances shall be returned to the relevant Holders, and the Offeror will thereafter cease to be bound by any such prior acceptances of the Offer.

3. DURATION OF THE OFFER

(a) Original duration

The Offer will remain open for acceptances until **5.00 p.m. (Malaysian time) on Monday, 1 September 2025**, being the First Closing Date. However, the Offeror and the Ultimate Offeror may revise or extend the date and time for acceptance beyond the First Closing Date in accordance with the provisions of the Rules. Any revision or extension will be announced by UOBKH, on behalf of the Offeror and the Ultimate Offeror, no later than 2 days before the Closing Date. Such announcement will state the next closing date of the Offer. Notices of such revision or extension will be announced and where required by the Rules, will be posted to the Holders accordingly.

OTHER TERMS AND CONDITIONS OF THE OFFER

(b) Revision of the Offer

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

- i. announce such revision together with the following information:
 - (aa) the revised offer price; and
 - (bb) the price paid or agreed to be paid and the number of voting shares or voting rights purchased or agreed to be purchased, which lead to the revision;
- ii. post the written notification of the revised take-over offer to all Holders, including all the Holders who have previously accepted the original Offer, no later than the **Friday, 26 September 2025**, being the 46th day from the Posting Date; and
- iii. keep the Offer open for acceptance for a period of at least another 14 days from the date of posting of the written notification of the revised take-over offer to all Holders.

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

The Offer may not be revised after **Friday, 26 September 2025**, being the 46th day from the Posting Date or the date that the offer document for a competing take-over offer is posted, if any.

(c) Extension of the Offer

Any extension of the date and time for acceptance of the Offer by the Offeror and the Ultimate Offeror will be announced by UOBKH, on behalf of the Offeror and the Ultimate Offeror, at least 2 days before the Closing Date. Such announcement will state the next closing date of the Offer. Notices of such extension will be announced and where required by the Rules, will be posted to the Holders accordingly.

(d) Closing of the Offer

- (i) Where the Offer has become or is declared unconditional as to acceptances on a day falling on or before **Friday, 26 September 2025**, being the 46th day from the Posting Date, the Offer will remain open for acceptances for at least 14 days from the date on which the Offer becomes and is declared unconditional, which, in any event, shall not be later than **Friday, 10 October 2025**, being the 60th day from the Posting Date.
- (ii) Where the Offer has become or is declared unconditional as to acceptances on any day after **Friday, 26 September 2025**, being the 46th day from the Posting Date, the Offer will remain open for acceptances for at least 14 days from the date on which the Offer becomes and is declared unconditional, which, in any event, shall not be later than **Friday, 24 October 2025**, being the 74th day from the Posting Date.

OTHER TERMS AND CONDITIONS OF THE OFFER

Notwithstanding the above, the Offer shall be deemed to be closed prior to the expiry date as stated in this Offer Document when:-

- i. the Offeror receives valid acceptance amounting to all of the Offer Shares;
- ii. the Offer is no longer subject to any conditions; and
- iii. the Offeror has made an announcement under **Section 5(a)** of this Appendix.

(e) Competing offer

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

4. RIGHTS OF WITHDRAWAL BY AN ACCEPTING HOLDER

All valid acceptance of the Offer by the Accepting Holder **SHALL BE IRREVOCABLE**. However, an Accepting Holder is entitled to withdraw his/her acceptance immediately if the Offeror and the Ultimate Offeror fail to comply with any of the requirements set out in **Section 5(a)** of this Appendix by the close of trading on Bursa Securities on the Relevant Day.

Notwithstanding the above, the SC may terminate the above right of withdrawal if the Offeror and the Ultimate Offeror have complied with the requirements of **Section 5(a)** of this Appendix not less than 8 days from the Relevant Day.

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

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

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

6. ANNOUNCEMENT OF ACCEPTANCE

(a) The Offeror and the Ultimate Offeror shall inform the SC in writing and announce via Bursa LINK or by way of press notice where relevant, before 9.00 a.m. (Malaysian time) on the Relevant Day, the following information:-

- i. the position of the Offer, that is, as to whether the Offer is closed, or becomes or is declared unconditional, or is revised or extended; and
- ii. the total number of Offer Shares:-
 - (aa) for which acceptance of the Offer have been received after the Posting Date;
 - (bb) held by the Offeror and the Ultimate Offeror as at the Posting Date; and

OTHER TERMS AND CONDITIONS OF THE OFFER

- (cc) acquired or agreed to be acquired by the Offeror and the Ultimate Offeror during the Offer Period but after the Posting Date;
- and must specify the percentage of the total issued FACB Shares represented by these numbers.
- (b) In computing the acceptance of Offer Shares represented for announcement purposes, the Offeror and the Ultimate Offeror may include or exclude acceptances which are not in order in all respects or which are subject to verification.
 - (c) References to the making of an announcement or the giving of notice by the Offeror and the Ultimate Offeror include the following:-
 - i. release of an announcement by UOBKH or the Offeror's and the Ultimate Offeror's advertising agent(s) to the press; or
 - ii. delivery of or transmission by facsimile, electronic mail or Bursa LINK of an announcement to Bursa Securities.
 - (d) An announcement made otherwise than to Bursa Securities shall be notified simultaneously to Bursa Securities, if applicable.

7. PURCHASES IN THE OPEN MARKET

Should any of the Offeror, the Ultimate Offeror, or any person(s) acting in concert with them purchase or agree to purchase the Offer Shares during the offer period at a consideration that is higher than the Offer Price, the Offeror and the Ultimate Offeror shall increase the consideration for the Offer to be not less than the highest price (excluding stamp duty and commission) paid or agreed to be paid by such Offeror, the Ultimate Offeror, or any person(s) acting in concert with them for the Offer Shares during the Offer Period.

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

8. GENERAL

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

In any event, this Offer Document shall be made available on the website of Bursa Securities at www.bursamalaysia.com upon issuance.

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

OTHER TERMS AND CONDITIONS OF THE OFFER

- (b) The Offer and all valid acceptances received under the Offer will be construed in accordance with and governed by Malaysian law. The Offeror, the Ultimate Offeror, and the Holders shall submit to the exclusive jurisdiction of the courts of Malaysia in respect of any proceedings brought in relation to the Offer.
- (c) Holders may accept the Offer made to them in respect of all or part of their Offer Shares. A Holder's acceptance shall not exceed his/her total holding of Offer Shares, failing which the Offeror and the Ultimate Offeror have the right to treat such acceptance as invalid. Nevertheless, the Offeror and the Ultimate Offeror also reserve the right to treat any acceptance of a Holder exceeding his/her total holding of Offer Shares as valid for and to the extent of his/her total holding of Offer Shares.
- (d) The Form of Acceptance and Transfer which will accompany this Offer Document will contain the following:-
 - i. provisions for the acceptance of the Offer and the transfer of the Offer Shares to the Offeror or the appointed nominee(s) of the Offeror or Ultimate Offeror, if any;
 - ii. instructions to complete the Form of Acceptance and Transfer; and
 - iii. other matters incidental to the acceptance of the Offer and the transfer of the Offer Shares to the Offeror or the appointed nominee(s) of the Offeror or Ultimate Offeror, if any.

No acknowledgement of the receipt of the Form of Acceptance and Transfer will be issued.
- (e) All costs and expenses of or incidental to the preparation and posting of this Offer Document (other than professional fees and other costs relating to the Offer incurred by the Offeree) will be borne by the Offeror and the Ultimate Offeror. Malaysian stamp duty and Malaysian transfer fees, if any, resulting from the valid acceptance of the Offer will be borne by the Offeror and the Ultimate Offeror. Accepting Holders, will however, bear all costs and expenses incidental to the acceptance of the Offer (including taxes) such as handling fee and/or postage fee, if any. For avoidance of doubt, the payment of any transfer fees, taxes, duties, costs, expenses or other requisite payments due in a jurisdiction outside Malaysia or the payment of any levy for the repatriation of capital or income tax shall not be borne by the Offeror and the Ultimate Offeror.
- (f) Any accidental omission to despatch this Offer Document and the Form of Acceptance and Transfer to any Holder to whom the Offer is made shall not invalidate the Offer in any way.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

1. PROCEDURES FOR ACCEPTANCE

1.1 **Sections 1.1(a) to 1.1(c)** of this Appendix below set out the steps required to be taken by you (either individuals or corporations) to accept the Offer. **Sections 1.2 to 1.10** of this Appendix provide other general information in relation to the acceptance of the Offer.

(a) Step 1: Obtain transfer documents

- (i) The Form of Acceptance and Transfer is enclosed with this Offer Document. You can also obtain a copy from the Registrar, whose contact details are set out in **Section 1.9** of this Appendix below. You may also download the Form of Acceptance and Transfer from the website of Bursa Securities at www.bursamalaysia.com.
- (ii) Obtain the Bursa Depository Transfer Form from your ADA/ADM or download from:-

[https://www.bursamalaysia.com/sites/5d809dcf39fba22790cad230/asset/s/661160eccd34aa604e3e1388/Transfer of Securities Request FTF010 -20240327 for website .pdf](https://www.bursamalaysia.com/sites/5d809dcf39fba22790cad230/asset/s/661160eccd34aa604e3e1388/Transfer%20of%20Securities%20Request%20FTF010%20-20240327%20for%20website.pdf)

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

(b) Step 2: Fill up transfer documents

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

Notes:

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

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

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

(c) Step 3: Lodging of transfer documents

Offer Shares already credited into your CDS account	Offer Shares purchased but have yet to be credited into your CDS account as at the Closing Date
<p>(i) Lodge the completed and signed Bursa Depository Transfer Form with your ADA/ADM on any Market Day. The transfer request shall be submitted by 3.30 p.m. to effect the transfer on the same Market Day provided that the request for the transfer is in compliance with the directions and Rules of Bursa Depository.</p> <p>(ii) Send the following to the Registrar at the address or email address shown in Section 1.9 of this Appendix below, by 5.00 p.m. on or before the Closing Date:-</p> <p>(aa) the completed and signed Form of Acceptance and Transfer; and</p> <p>(bb) the Depositor's Copy of the Bursa Depository Transfer Form duly verified and acknowledged by your ADA/ADM.</p>	<p>(i) Lodge the completed and signed Form of Acceptance and Transfer and the contract note as evidence of beneficial ownership with the Registrar at the address or email address shown in Section 1.9 of this Appendix below by 5.00 p.m. on or before the Closing Date.</p> <p>(ii) Once the Offer Shares have been credited into your CDS account, complete and sign the Bursa Depository Transfer Form according to the instructions printed on the reverse side of the Form and lodge the completed and signed Bursa Depository Transfer Form with your ADA/ADM on any Market Day. The transfer request shall be submitted by 3.30 p.m. to effect the transfer on the same Market Day provided that the request for the transfer is in compliance with the directions and Rules of Bursa Depository.</p> <p>(iii) Send the Depositor's Copy of the Bursa Depository Transfer Form, verified and acknowledged by your ADA/ADM to the Registrar at the address or email address shown in Section 1.9 of this Appendix below, so as to arrive within 7 days from the Closing Date.</p> <p>The Offeror and the Ultimate Offeror have the right to deem your acceptance as invalid if the Depositor's Copy of the Bursa Depository Transfer Form is not received by the Registrar within 7 days from the Closing Date.</p>

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

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

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

- 1.3 **You do not need to take any action if you decide not to accept the Offer.**
- 1.4 No acknowledgement of the receipt of the Form of Acceptance and Transfer (or the Depositor's Copy of the Bursa Depository Transfer Form or other document(s) of title or the relevant contract note) will be issued. All acceptances and accompanying documents sent by post are at your own risk. Proof of time of postage does not constitute proof of time of receipt by the Registrar.
- 1.5 If you fail to comply with any of the terms or conditions set out in this Appendix or in the Form of Acceptance and Transfer, the Offeror and the Ultimate Offeror may, at their discretion, elect to consider whether or not you have accepted the Offer. The decision of the Offeror and the Ultimate Offeror are final and binding.
- 1.6 You may obtain additional copies of this Offer Document and the accompanying Form of Acceptance and Transfer from:-
 - (a) the office of the Registrar during normal business hours, i.e. from 9.00 a.m. to 5.00 p.m. on Mondays to Fridays (excluding public holidays), from the Posting Date to the Closing Date; or
 - (b) the website of Bursa Securities at www.bursamalaysia.com.
- 1.7 You should address all enquiries concerning the acceptance procedures for this Offer to the Registrar at the address, email address or contact numbers stated in **Section 1.9** of this Appendix.
- 1.8 Under Section 14(1) of the SICDA, Bursa Securities has prescribed FACB Shares as securities required to be deposited into the CDS. Therefore, all dealings in the Offer Shares that have been deposited into the CDS will be carried out in accordance with the SICDA and Rules of Bursa Depository. For Holders whose Offer Shares are held in scrip or certificate form and have not been deposited into CDS account, please contact the Registrar at the address, email address or contact number stated in **Section 1.9** below.
- 1.9 The details of the Registrar, whose normal business hours are from 9.00 a.m. to 5.00 p.m. on Mondays to Fridays (excluding public holidays), are as follows:-

Bina Management (M) Sdn Bhd

(197901005880 (50164-V))

Lot 10, The Highway Centre

Jalan 51/205

46050 Petaling Jaya

Selangor Darul Ehsan

Helpdesk Telephone No. : 603 7784 3922

Facsimile No. : 603 7784 1988

Email address : binawin@binamg168.com

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

2. METHOD OF SETTLEMENT

- 2.1 Except with the consent of the SC, which would only be granted in certain circumstances in which all Holders are to be treated similarly and save for the Offeror's and the Ultimate Offeror's rights to reduce the cash consideration of the Offer Shares as set out in **Section 2.1** of the main letter of this Offer Document, the settlement of the consideration to which any Accepting Holder is entitled under the Offer will be implemented in full, in accordance with the terms of the Offer, without regard to any lien, right of set-off, counter-claim or other analogous rights to which the Offeror and the Ultimate Offeror may otherwise be, or claim to be, entitled against the Accepting Holder. This, however, is without prejudice to the Offeror's and the Ultimate Offeror's rights to make any claim against the Accepting Holder after such full settlement in respect of a breach of the warranty as set out in **Section 1, Appendix I** of this Offer Document.
- 2.2 If you accept the Offer, the settlement of the consideration for the Offer Shares, in respect of valid acceptance, will be effected via:-
- (i) remittance into the Accepting Holders' bank account, if the Accepting Holders have registered their bank account with Bursa Depository for the purposes of cash dividend/distribution; or
 - (ii) otherwise, remittance in the form of cheque(s), banker's draft(s) and/or cashier's order(s) which will be posted by ordinary mail to the Accepting Holders (or their designated agents, as they may direct) at their registered Malaysian addresses last maintained with Bursa Depository, at their own risk,

within 10 days from:-

- (i) the date the Offer becomes or is declared wholly unconditional, if the valid acceptances are received during the period when the Offer is still conditional; or
- (ii) the date of the valid acceptances, if the valid acceptances are received during the period after the Offer is or has become or has been declared wholly unconditional.

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

- 2.3 Non-Resident Holders are advised that settlement for acceptance will be made in RM. Non-Resident Holder(s) who wish to convert their consideration into foreign currency for repatriation may do so after payment of the appropriate fees and/or charges levied by the respective financial institutions.
- 2.4 Invalid acceptance will be returned by ordinary mail at Holders' own risk within 14 days after the Closing Date or, where applicable, within 14 days of receipt of the Depositor's Copy of the Bursa Depository Transfer Form duly verified by the ADA/ADM, and/or other document(s) of title, whichever is later.

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

3. NON-RESIDENT HOLDER

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

This Offer Document and all documents relating to the Offer have not been (and will not be) sent to Non-Resident Holders who do not have an address in Malaysia. If you are a Non-Resident Holder, and you wish to receive this Offer Document, you may provide an address in Malaysia to the Registrar for the delivery of this Offer Document. Non-Resident Holders may also collect this Offer Document from the Registrar. The Offeror and the Ultimate Offeror will not make or be bound to make any enquiry as to whether Non-Resident Holders have a registered address in Malaysia. Details of the Registrar can be found in **Section 1.9** of this Appendix.

3.1 Responsibility of a Non-Resident Holder

- (a) The making of the Offer to you may be affected by the laws or regulations of your relevant jurisdiction. You should keep yourself informed about and observe any applicable legal requirements in your relevant jurisdiction.
- (b) The Offer is being made for all the Offer Shares and is being made in Malaysia, as well as any other jurisdiction where the Offer is capable of being lawfully made in compliance with local laws or regulations.
- (c) You may not treat this Offer Document and/or the Form of Acceptance and Transfer and/or any other Offer related documentation as an invitation or offer to sell your securities or participate in the Offer in any jurisdiction other than Malaysia.
- (d) If you wish to accept the Offer, you are solely responsible to satisfy yourself as to the full observance of the laws of your relevant jurisdiction and in Malaysia. You are also responsible for obtaining any governmental or other consents which may be required, and complying with the necessary formalities and legal and regulatory requirements.
- (e) You will be responsible for the payment of any transfer fees, taxes, duties, costs, expenses or other requisite payments due in such jurisdiction. The Offeror, the Ultimate Offeror, the Registrar and UOBKH shall be entitled to be fully indemnified and held harmless by you for any transfer fees or taxes or other payments which you may be required to pay.
- (f) **You should consult your professional advisers in the relevant jurisdiction on compliance with legal and other applicable requirements. In accepting the Offer, you represent and warrant to the Offeror, the Ultimate Offeror, the Registrar and UOBKH on the following:-**
 - (i) **that you are in full observance of the laws of your relevant jurisdiction and Malaysia;**
 - (ii) **that you have not received copies or originals of this Offer Document, the Form of Acceptance and Transfer or any other Offer related documentation in, into or from a Restricted Jurisdiction;**
 - (iii) **that you have not, in connection with the Offer or the execution or delivery of the Form of Acceptance and Transfer, utilised, directly or indirectly, the mails or any means or instrumentality (including, without limitation, electronic mail, facsimile transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction;**

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

- (iv) that you are accepting the Offer from outside a Restricted Jurisdiction and are in full compliance with all necessary formalities and legal requirements of your relevant jurisdiction; and
- (v) that you would not cause the Offeror, the Ultimate Offeror, the Registrar and UOBKH to be in breach of the laws of your relevant jurisdiction.

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

- (a) The release, publication or distribution of this Offer Document, the Form of Acceptance and Transfer and any other Offer related documentation in any jurisdiction other than Malaysia may be affected by the laws or regulations of relevant jurisdictions. You should keep yourself informed about and observe any applicable legal requirements in your relevant jurisdiction.
- (b) The Offer is not being extended, and will not be extended directly or indirectly, in or into, or by use of mails or any means or instrumentality (including, without limitation, electronic mail, facsimile transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or any facilities of a national securities exchange of, any Restricted Jurisdiction and will not be capable of Acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction (unless otherwise determined by the Offeror and the Ultimate Offeror). Accordingly, copies of this Offer Document, the Form of Acceptance and Transfer and any other Offer related documentation are not being, and must not be, directly or indirectly, mailed, transmitted or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction.
- (c) You (including without limitation, your custodians, nominees and trustees) must not, in connection with the Offer, distribute or send this Offer Document, the Form of Acceptance and Transfer and/or any other Offer related documentation into any Restricted Jurisdiction. If you or your agent nominee receives this Offer Document, the Form of Acceptance and Transfer and/or any other Offer related documentation in a Restricted Jurisdiction where it would or might be in contravention of local laws and regulations, the Offer may be deemed invalid and may not be accepted.
- (d) Your acceptance may be invalid and disregarded unless you have fully complied with the laws of your relevant jurisdiction. If you forward this Offer Document, the Form of Acceptance and Transfer and/or any other Offer related documentation into any Restricted Jurisdiction, whether because of a contractual or legal obligation or otherwise, you must inform the recipient of the contents of this section. The Offeror and the Ultimate Offeror reserve the right to reject a purported acceptance of the Offer from any Non-Resident Holder in any such Restricted Jurisdiction.

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

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

PROCEDURES FOR ACCEPTANCE AND METHOD OF SETTLEMENT

3.4 Procedures for Acceptance

Subject to **Sections 3.1 to 3.3** of this Appendix, the procedures for acceptance set out in **Section 1** of this Appendix also apply to you.

3.5 Method of settlement

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

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

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

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INFORMATION ON THE OFFEROR

1. HISTORY AND BUSINESS

MVL was incorporated in the British Virgin Islands on 31 March 2025 pursuant to the BVI Business Companies Act, 2004.

The principal activity of MVL is investment holding.

2. SHARE CAPITAL

2.1 Issued share capital

As at the LPD, the details of the share capital of MVL are as follows:-

	No. of shares	Total USD
Share capital	1	1.00

As at the LPD, there is only one class of shares in MVL, i.e. ordinary shares in MVL.

2.2 Convertible securities

As at the LPD, MVL does not have any convertible securities in issue.

3. SUBSTANTIAL SHAREHOLDER

As at the LPD, the sole shareholder of MVL and his shareholdings in MVL are as follows:-

Name	Nationality	Direct		Indirect	
		No. of shares	%	No. of shares	%
Chen YF	Malaysian	1	100.00	-	-

4. DIRECTOR

As at the LPD, the sole director of MVL and his shareholdings in MVL are as follows:-

Name	Nationality	Designation	Direct		Indirect	
			No. of shares	%	No. of shares	%
Chen YF	Malaysian	Director	1	100.00	-	-

5. SUBSIDIARIES, ASSOCIATE AND JOINT VENTURE COMPANIES

5.1 Subsidiaries

As at the LPD, MVL does not have any subsidiaries.

5.2 Associate companies

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

INFORMATION ON THE OFFEROR

5.3 Joint venture companies

As at the LPD, MVL does not have any joint venture companies.

6. PROFIT AND DIVIDEND RECORD

MVL does not have any published audited accounts since its incorporation on 31 March 2025.

7. STATEMENT OF ASSETS AND LIABILITIES

MVL does not have any published audited accounts since its incorporation on 31 March 2025.

8. MATERIAL CHANGES IN THE FINANCIAL POSITION

MVL does not have any published audited accounts since its incorporation on 31 March 2025, and there is no known material change in the financial position of MVL since the aforementioned date of incorporation.

9. ACCOUNTING POLICIES

MVL does not have any published audited accounts since its incorporation on 31 March 2025.

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INFORMATION ON THE ULTIMATE OFFEROR

1. **NAME** : Chen Yiy Fon
2. **NATIONALITY** : Malaysian
3. **ADDRESS** : 18, Jalan Tengku Ampuan
Taman Duta
50480 Kuala Lumpur
Wilayah Persekutuan
4. **OCCUPATION** : Chairman/ Director/ Chief Executive Officer
5. **PROFILE**

Chen YF, a Malaysian aged 44, is currently the Chairman and Non-Independent Executive Director of FACB.

He graduated with a Bachelor of Arts Degree in Economics from the University of Southern California, Los Angeles in 2003. In 2003, he interned at Morgan Stanley, Los Angeles, California, and subsequently in 2004, he interned at Credit Suisse First Boston, Singapore. He joined the family's property, hotel and energy businesses immediately after the completion of his internship.

He joined NagaCorp Ltd since 2005 as an executive assistant to the Late Tan Sri Dr Chen (founder) and was subsequently appointed as a Non-Executive Director of NagaCorp Ltd from May 2009 to February 2011. He tendered his resignation as a Non-Executive Director of NagaCorp Ltd in February 2011 to focus on other business engagement, notably in Petaling Tin Berhad and Karambunai Corp Bhd, where he served as the Chief Executive Officer at the material time. He was then appointed as the Executive Director of NagaCorp Ltd in June 2015. Together with the Late Tan Sri Dr Chen, Chen YF has been involved in the decision-making processes as the senior management of NagaCorp Ltd since joining in 2005. He was appointed as the Chief Executive Officer – Operations in April 2022. He was then redesignated as Chief Executive Officer in December 2023. Presently, he is the Chief Executive Officer and Executive Director of NagaCorp Ltd, which is a public company listed on the Stock Exchange of Hong Kong Limited. NagaCorp Ltd is the largest integrated resort operator in Cambodia, principally engaged in the operation of its flagship integrated resort, NagaWorld, in Phnom Penh.

In addition, he was appointed as the Executive Director of FACB in August 2007, and was redesignated as Chairman in August 2023, a role he assumed to-date. He is also presently the Chief Executive Officer and Executive Director of Karambunai Corp Bhd and Petaling Tin Berhad. He was appointed as the Chief Operating Officer/ Executive Director of Karambunai Corp Bhd in August 2007, and was redesignated as Chief Executive Officer/ Executive Director in September 2010. He was appointed as the Executive Director of Petaling Tin Berhad in August 2007, and was redesignated as Chief Executive Officer/ Executive Director in December 2010. Both Petaling Tin Berhad and Karambunai Corp Bhd have been delisted from the official list of Bursa Securities with effect from 16 August 2018 and 21 November 2019 respectively.

INFORMATION ON THE ULTIMATE OFFEROR

6. DIRECTORSHIPS AND/OR SUBSTANTIAL SHAREHOLDINGS IN OTHER COMPANIES

Save as disclosed below, as at the LPD, Chen YF does not hold any directorships or substantial shareholding in other companies:-

Company	Designation	Direct		Indirect	
		No. of shares	%	No. of shares	%
FACB	Chairman and Executive Director	-	-	7,873,400 ^{*1}	9.39
MVL	Director	1	100.0	-	-
NagaCorp Ltd	Chief Executive Officer and Executive Director	- ^{*2}	-	-	-
Perfect Sources Sdn Bhd	Director	25,000	100.0	-	-
Clear Sky Development Sdn Bhd	Director	-	-	-	-
Karambunai Resorts Sdn Bhd	Director	-	-	-	-
Hartamas Group Berhad	Director	-	-	-	-
First Holdings Sdn Bhd	Director	-	-	-	-
Nexus Resort Karambunai Sdn Bhd	Director	-	-	-	-
Dapan Holdings Sdn Bhd	Director	-	-	-	-
Dapan Construction Sdn Bhd	Director	-	-	-	-
Karambunai Golf Management Berhad	Director	-	-	-	-
Nexus Resorts and Hotels International Sdn Bhd	Director	-	-	-	-
Terus Idaman Sdn Bhd	Director	-	-	-	-
Golden Domain Development Sdn Bhd	Director	-	-	-	-
Lembah Langat Development Sdn Bhd	Director	-	-	-	-
Golden Domain Holdings Sdn Bhd	Director	-	-	-	-
Bukit Unggul Golf and Country Resort Sdn Bhd	Director	-	-	-	-
Karambunai Corp Bhd	Director	-	-	-	-
Ariston Sdn Bhd	Director	-	-	-	-
Beribu Ukiran Sdn Bhd	Director	-	-	-	-
Petaling Tin Berhad	Director	-	-	-	-
Majurama Developments Sdn Bhd	Director	-	-	-	-
Magilds Park Sdn Bhd	Director	-	-	-	-
First Travel and Tours (M) Sdn Bhd	Director	-	-	-	-
Arosa Builders Sdn Bhd	Director	-	-	-	-
Bukit Unggul Country Club Berhad	Director	-	-	-	-
Bukit Unggul Tele-Suburb Sdn Bhd	Director	-	-	-	-
FACB Construction Sdn Bhd	Director	-	-	-	-
Karambunai Residence (MM2H) Sdn Bhd	Director	-	-	-	-
FACBNet Sdn Bhd	Director	-	-	-	-
First Allied Holdings Sdn Bhd	Director	-	-	-	-
Ukaylake Country Club Sdn Bhd	Director	-	-	-	-

INFORMATION ON THE ULTIMATE OFFEROR

Company	Designation	Direct		Indirect	
		No. of shares	%	No. of shares	%
PTB Development Sdn Bhd	Director	-	-	-	-
FACB Land Sdn Bhd	Director	-	-	-	-
FACB Capital Sdn Bhd	Director	-	-	-	-
FACB Marketing and Sales Services Sdn Bhd	Director	-	-	-	-
PTB Horticulture Farm Sdn Bhd	Director	-	-	-	-
Petaling Ventures Sdn Bhd	Director	-	-	-	-
Multi-Heritage Sdn Bhd	Director	-	-	-	-
PTB Clay Products Sdn Bhd	Director	-	-	-	-
LIPKLand Holdings Sdn Bhd	Director	-	-	-	-
Sapphire Avalanche Sdn Bhd	Director	2,561,434	99.99	-	-
Trusworld Sdn Bhd	Director	-	-	-	-
Golden Ecoland Sdn Bhd	Director	-	-	-	-
Jaya Murni Development Sdn Bhd	Director	-	-	-	-
Mindmat Mansion Sdn Bhd	Director	-	-	-	-
Vista Kaya Development Sdn Bhd	Director	-	-	-	-
Terus Anggun Development Sdn Bhd	Director	-	-	-	-
Daulat Pertiwi Sdn Bhd	Director	-	-	-	-
Unique Panorama Sdn Bhd	Director	-	-	-	-
Myron Holdings Sdn Bhd	Director	-	-	-	-
Bicara Muda Sdn Bhd	Director	-	-	-	-

Notes:-

*1 Indirect interest by virtue of his interest in MVL pursuant to section 8 of the Act.

*2 After the passing of the Late Tan Sri Dr Chen, a total of 367,625,657 shares is held under the Sakai Trust on trust for Chen YF, which represents approximately 8.3% of the 4,422,990,160 shares in issue as at 31 December 2024.

DISCLOSURE OF INTERESTS AND DEALINGS

1. INTERESTS IN FACB SHARES

The disclosure of interests below is in respect of FACB Shares. There is only 1 class of shares in FACB, being the ordinary shares.

1.1 By the Offeror, the Ultimate Offeror and the person(s) acting in concert with them

Save as disclosed below, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them do not have any other interest, whether direct or indirect, in FACB Shares as at the LPD:-

Name	Direct		Indirect	
	No. of Shares	%*	No. of Shares	%*
<u>Offeror</u>				
MVL	7,873,400	9.39	-	-
<u>Ultimate Offeror</u>				
Chen YF	-	-	7,873,400 ^{*1}	9.39
<u>PAC</u>				
Puan Sri Lee Chou Sarn	505,493	0.60	-	-

Notes:-

* Computed based on 83,882,800 FACB Shares (excluding treasury shares) as at the LPD.

^{*1} Indirect interest by virtue of his interest in MVL pursuant to section 8 of the Act.

1.2 By the director of the Offeror

Save as disclosed below, Chen YF, the sole director of the Offeror, does not have any other interest, whether direct or indirect, in FACB Shares as at the LPD:-

Name	Direct		Indirect	
	No. of Shares	%*	No. of Shares	%*
Chen YF	-	-	7,873,400 ^{*1}	9.39

Notes:-

* Computed based on 83,882,800 FACB Shares (excluding treasury shares) as at the LPD.

^{*1} Indirect interest by virtue of his interest in MVL pursuant to section 8 of the Act.

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

As at the LPD, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them have not received any irrevocable undertaking from any Holder to accept or reject the Offer.

1.4 By persons who have entered into, or been granted, any option to acquire the Offer Shares

As at the LPD, the Offeror, the Ultimate Offeror and the persons acting in concert with them have not entered into, or been granted, any option to acquire the Offer Shares.

DISCLOSURE OF INTERESTS AND DEALINGS

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

As at the LPD, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them have not entered into any arrangement including any arrangement involving rights over shares, any indemnity arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to the Offer Shares which may be an inducement to deal or to refrain from dealing with any person.

1.6 Borrowing or lending of FACB Shares by the Offeror, the Ultimate Offeror and the person(s) acting in concert with them

As at the LPD, the Offeror, the Ultimate Offeror and the person(s) acting in concert with them have not borrowed any FACB Shares from another person or lent any FACB Shares to another person.

2. DEALINGS IN FACB SHARES

Save as disclosed below, the Offeror, the Ultimate Offeror the person(s) acting in concert with them, and the director of the Offeror, have not dealt, whether directly or indirectly, in FACB Shares during the period commencing 6 months prior to the commencement of the Offer Period up to the LPD:-

Date of transaction	Nature of transaction	Quantity (No. of Shares)	Percentage [^] (%)	Transacted price* (RM)	Transaction value* (RM)
<u>Dealings by the Offeror</u>					
21.07.2025	Acquisition from the open market	31,200	0.04	1.46	45,552
22.07.2025	Acquisition from the open market	4,578,700	5.46	1.60	7,325,920
23.07.2025	Acquisition from the open market	999,600	1.19	1.60	1,599,360
24.07.2025	Acquisition from the open market	708,700	0.84	1.60	1,133,920
25.07.2025	Acquisition from the open market	115,200	0.14	1.60	184,320
28.07.2025	Acquisition from the open market	504,900	0.60	1.60	807,840
30.07.2025	Acquisition from the open market	308,200	0.37	1.60	493,120
31.07.2025	Acquisition from the open market	210,900	0.25	1.60	337,440
01.08.2025	Acquisition from the open market	151,100	0.18	1.60	241,760
04.08.2025	Acquisition from the open market	30,200	0.04	1.60	48,320
05.08.2025	Acquisition from the open market	189,200	0.23	1.60	302,720
06.08.2025	Acquisition from the open market	45,500	0.05	1.60	72,800
TOTAL		7,873,400	9.39		12,593,072

Notes:-

[^] Computed based on 83,882,800 FACB Shares (excluding treasury shares) as at the LPD.

* Exclude brokerage fees and other incidental costs.

The Offeror and the Ultimate Offeror confirm that:-

- (i) save for the dealings disclosed in the table above, there are no other dealings in FACB Shares made by the Offeror, the Ultimate Offeror and the persons acting in concert with them from the commencement of the Offer Period up to the LPD, and the disclosure of dealings requirements have been complied with pursuant to paragraph 19.05 of the Rules; and
- (ii) they will ensure that all disclosure of dealings requirements by the Offeror, the Ultimate Offeror and the persons acting in concert with them will be complied in accordance with paragraph 19.05 of the Rules up to the Closing Date.

DISCLOSURE OF INTERESTS AND DEALINGS

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

3. GENERAL DISCLOSURES

- (a) As at the LPD, there is no agreement, arrangement or understanding for any payment or other benefit to be made or given to any director of FACB as compensation for loss of office or otherwise in connection with the Offer.
- (b) As at the LPD, there is no agreement, arrangement or understanding between the Offeror, the Ultimate Offeror or the person(s) acting in concert with them and any of the existing Directors or recent Directors of FACB (being such person who was, during the period of 6 months prior to the beginning of the Offer Period, a director) or any existing shareholders or recent shareholders of FACB (being such person who was, during the period of 6 months prior to the beginning of the Offer Period, a shareholder), having any connection with or dependence upon the Offer.
- (c) As at the LPD, there is no agreement, arrangement or understanding whereby any of the Offer Shares acquired by the Offeror and/or the Ultimate Offeror and/or the persons acting in concert with them pursuant to the Offer will be transferred to any person.
- (d) All the Offer Shares accepted under the Offer will be registered in the name of the Offeror and/or the appointed nominee(s) of the Offeror or Ultimate Offeror, if any, subject to compliance with all applicable laws.
- (e) As at the LPD, there has not been, within the knowledge of the Offeror and the Ultimate Offeror, any material change to the financial position or prospects of FACB since the date of the last audited consolidated financial statements of FACB for the FYE 30 June 2024 laid before the Company in its general meeting on 9 December 2024, other than as disclosed in the announcements made by FACB on Bursa Securities which include its quarterly financial results, from time to time.

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ADDITIONAL INFORMATION

1. CONSENTS

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

2. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the office of the Registrar at Lot 10, The Highway Centre, Jalan 51/205, 46050 Petaling Jaya, Selangor Darul Ehsan, during normal business hours from 9.00 a.m. to 5.00 p.m. on Monday to Friday (except public holidays) from the Posting Date up to and including the Closing Date:-

- (a) the Notice;
- (b) a copy of the letter from the SC dated 8 August 2025 notifying that it has no further comments on this Offer Document; and
- (c) letters of consent referred to in **Section 1** above.

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