

AMSTEEL CORPORATION BERHAD

Table 1

(i)	Condition Precedents	<ul style="list-style-type: none"> ▪ The approval of the Foreign Investment Committee ("FIC") pursuant to the FIC Guidelines to be obtained by the Purchaser;
		<ul style="list-style-type: none"> ▪ The approval of the shareholders of the Vendor and its ultimate holding company, Amsteel, to be procured by the Vendor; and
		<ul style="list-style-type: none"> ▪ The approval of the shareholders of the Purchaser to be procured by the Purchaser;
		<p>within 90 days from the date of execution of the SPA in respect of the sale of the said Land ("Conditional Period") subject to an automatic extension of a further 30 days if required. The fulfillment of the last of the above conditions precedent shall be the Unconditional Date.</p>
(ii)	Completion of SPA	<ul style="list-style-type: none"> ▪ Within 90 days from the fulfillment of the last of the Condition Precedents ("Completion Date") or an extension of another 30 days ("Extended Completion Date") subject to the Purchaser paying interests at the rate of 8% per annum for the extended period.
(iii)	Redemption of title of the said Land	<ul style="list-style-type: none"> ▪ the Vendor shall within 30 days from the date of the SPA forward to the Purchaser the current redemption statement and undertaking to discharge issued by RHB Sakura Merchant Bank Bhd ("RHB Sakura") as security trustee and the Vendor shall authorise the Purchaser to redeem the said Land from RHB Sakura from the Balance Disposal Price.
		<ul style="list-style-type: none"> ▪ If RHB Sakura takes more than 10 working days to release the original title of the said Land, the duly executed discharge of charge and the duplicate of charge, from the date of the payment of the redemption sum, then the period within which the Purchaser has to pay the Balance Disposal Price or any outstanding portion thereof shall be extended accordingly and such delay shall not be counted against the Purchaser and no interest shall be payable by the Purchaser on the Balance

			Disposal Price or any outstanding portion thereof on such extended period.
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Table 2

	RM Million
Earnest Money (equivalent to 2% of the Disposal Price shall be paid by the Purchaser to the Purchaser's solicitors as stakeholders immediately upon acceptance of the Offer)	1.180
Balance of Deposit (equivalent to 8% of the Disposal Price to be paid by the Purchaser to the Purchaser's solicitors as stakeholders upon execution of the SPA)	4.720
Balance Disposal Price (equivalent to 90% of the Disposal Price to be paid by the Purchaser to the Vendor before or by the Completion Date or the Extended Completion Date, as the case may be)	53.097
Total Disposal Price	58.997

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		<ul style="list-style-type: none"> ▪ The approval of the shareholders of the Vendor and its ultimate holding company, Amsteel, to be procured by the Vendor; and
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