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

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PLB Group

PLB ENGINEERING BERHAD

Company No.: 199701002728 (418224-X)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

PROPOSED DISPOSAL BY PLB LAND SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF PLB ENGINEERING BERHAD, OF FIVE (5) PARCELS OF FREEHOLD AGRICULTURAL LAND ALL WITHIN MUKIM 13, DISTRICT OF SEBERANG PERAI UTARA, STATE OF PULAU PINANG TO TELAGA RAYA SDN BHD FOR A TOTAL CASH CONSIDERATION OF RM48 MILLION

("PROPOSED DISPOSAL")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

The Ordinary Resolution in respect of the Proposed Disposal will be tabled at the Extraordinary General Meeting ("EGM") of the Company to be held at PLB Engineering Berhad, 3rd Floor, Training Room, 1320, Jalan Baru, Taman Chai Leng, 13700 Prai, Pulau Pinang on **Thursday, 21 August 2025** at 10.00 a.m. The Notice of EGM and the Proxy Form are enclosed in this Circular.

If you decide to appoint a proxy or proxies for the EGM, you must complete and deposit the Proxy Form for the EGM at the registered office of the Company at 51-8-A Menara BHL, Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang, not less than 24 hours before the time set for holding the EGM or any adjournment thereof. The lodging of the Proxy Form for the EGM will not preclude you from attending and voting in person at the EGM should you subsequently decide to do so.

Last date and time for lodging the Proxy Form : Wednesday, 20 August 2025 at 10.00 a.m.

Date and time of the Extraordinary General Meeting : Thursday, 21 August 2025 at 10.00 a.m.

This Circular is dated 6 August 2025

DEFINITIONS

Unless the context otherwise requires, the following terms and abbreviations shall apply throughout this Circular:

"Act"	: The Companies Act, 2016, as amended from time to time, and any re-enactment thereof
"Agreement" or "SPA"	: The Sale and Purchase Agreement dated 2 May 2025
"Balance Purchase Price"	: The balance purchase price as described in the Appendix I of this Circular
"Board"	: Board of Directors of PLB
"Bursa Securities"	: Bursa Malaysia Securities Berhad
"Circular"	: This Circular to Shareholders of PLB dated 6 August 2025
"Directors"	: Directors of the Company and shall have the meaning given in Section 2(1) of the Act, Section 2(1) of the Capital Markets and Services Act 2007 and Paragraph 10.02(c) of the Listing Requirements
"Disposal Consideration"	: RM48 million cash consideration pursuant to the Proposed Disposal
"EGM or "the Meeting"	: Extraordinary General Meeting
"EPS"	: Earnings Per Share
"FYE"	: Financial year ended/ ending, as the case may be
"Henry Butcher" or the "Valuer"	: Henry Butcher Malaysia (Penang) Sdn Bhd
"LPD"	: 31 July 2025, being the latest practicable date prior to the date of this Circular
"Listing Requirements"	: The Main Market Listing Requirements of Bursa Securities including any amendment thereto that may be made from time to time.

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DEFINITIONS (CONT'D)

"Major Shareholder" : A person who has an interest or interests in one or more voting shares in a company and the number or the aggregate number of those shares, is:-
(a) 10% or more of the total number of voting shares in the company; or
(b) 5% or more of the total number of voting shares in the company where such person is the largest shareholder of the company.

For the purpose of this definition, "interest in shares" shall have meaning given in Section 8 of the Act. A major shareholder includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed issuer or any other company which is its subsidiary or holding company.

"NA" : Net Assets

"NTA" : Net Tangible Assets

"PLB" or the "Company" : PLB Engineering Berhad [Registration No.: 199701002728 (418224-X)]

"PLB Land" or the "Vendor" : PLB Land Sdn Bhd [Registration No.: 197501000959 (22646-H)]

"PLB Group" or the "Group" : PLB and its subsidiary companies

"Proposed Disposal" : Proposed disposal of the Subject Property

"RM" and "sen" : Ringgit Malaysia and sen respectively

"Subject Property" : The five (5) parcels of freehold agricultural land held under GRN 107852 Lot No. 1814, GRN 107853 Lot No. 1815, GM 51 Lot No. 1173, GM 357 Lot No. 796 and GM 363 Lot No. 816, all within Mukim 13, District of Seberang Perai Utara, State of Pulau Pinang

"Share(s) " : Ordinary share(s) in PLB

"TELAGA" or the "Purchaser" : Telaga Raya Sdn Bhd [Registration No. 202401037054 (1582901-D)]

Any reference to "we", "us", "our" and "ourselves" are to the Company, and where the context otherwise requires, our subsidiaries. All references to "you" or "your" are to the shareholders of the Company.

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

Any reference in this Circular to any statutes, rules, regulations or rules of the stock exchange is a reference to such statutes, rules, regulations or rules of the stock exchange currently in force and as may be amended from time to time and any re-enactment thereof.

Any reference to a time or date in this Circular shall be a reference to Malaysian time, unless otherwise stated.

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

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EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION OF THE PROPOSED DISPOSAL. THE SHAREHOLDERS OF PLB ARE ADVISED TO READ AND CONSIDER CAREFULLY THE ENTIRE CONTENTS OF THIS CIRCULAR INCLUDING THE APPENDICES AND NOT TO RELY SOLELY ON THIS EXECUTIVE SUMMARY BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED DISPOSAL TO BE TABLED AT THE FORTHCOMING EGM.

Key Information	Description	Reference to this Circular																												
Summary of the Proposed Disposal	PLB Land, being the wholly-owned subsidiary of the Company, had on 2 May 2025 entered into a Sale and Purchase Agreement with TELAGA for the disposal of the following land which are located at Jarak Atas, Tasik Gelugor, Penang for a disposal consideration of RM48 million to be satisfied entirely via cash:-	Section 1 and Section 2																												
	<table><tr><th>Property</th><th>Title No.</th><th>Lot No.</th><th>Land Area (square metres)</th></tr><tr><td>Land 1</td><td>GRN 107852</td><td>1814</td><td>15,510.0000</td></tr><tr><td>Land 2</td><td>GRN 107853</td><td>1815</td><td>775,500.0000</td></tr><tr><td>Land 3</td><td>GM 51</td><td>1173</td><td>2086.6570</td></tr><tr><td>Land 4</td><td>GM 357</td><td>796</td><td>8074.6918</td></tr><tr><td>Land 5</td><td>GM 363</td><td>816</td><td>5986.5141</td></tr><tr><td colspan="3">Total</td><td>807,157.8629</td></tr></table>		Property	Title No.	Lot No.	Land Area (square metres)	Land 1	GRN 107852	1814	15,510.0000	Land 2	GRN 107853	1815	775,500.0000	Land 3	GM 51	1173	2086.6570	Land 4	GM 357	796	8074.6918	Land 5	GM 363	816	5986.5141	Total			807,157.8629
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	Land 5		GM 363	816	5986.5141																									
	Total			807,157.8629																										
The land as abovementioned are all within Mukim 13, District of Seberang Perai Utara, Penang.																														
Basis and justification for the Disposal Consideration	The Disposal Consideration was arrived at on a “willing buyer-willing seller” basis through negotiation between PLB Land and the Purchaser after taking into consideration the net book value of the Subject Property based on the audited financial statements as at 31 August 2024 of RM30,376,914 as well as the market value of the Subject Property which was appraised by Henry Butcher of RM60,800,000 (date of valuation: 02 May 2025).	Section 2.6																												
Rationale of the Proposed Disposal	The Proposed Disposal is part of the Group’s strategy to monetise and crystallise the value of its landbank with the objective to further improve our Group’s overall financial position.	Section 3																												
	PLB Group is expected to record an estimated one-off pro forma gain on disposal from the Proposed Disposal of approximately RM12.881 million, thereby improving the NA per share of PLB.																													
	The Proposed Disposal will also enable PLB Group to raise cash proceeds of RM48 million which will be utilised for the purposes outlined in Section 2.10 of this Circular, primarily for the repayment of bank borrowings, trade creditors and working capital. This will reduce the Group’s gearing level, enhance the Group’s financial position by improving the current ratio and strengthen the cash flow of the Group following lower interest expenses.																													
	The Proposal Disposal is also in line with the Group’s steps of actively looking for interested parties to buy certain lands of the Group to unlock the value of assets to pare down the borrowings and repayment of certain creditors.																													

Key Information	Description	Reference to this Circular
Risk Factor	The completion of the Proposed Disposal is conditional upon the fulfilment of the conditions precedent under the SPA. There is no assurance that the Proposed Disposal can be completed within the time period permitted under the SPA. In the event that the conditions precedents are not fulfilled within the stipulated time period, the said parties may either mutually extend the stipulated period or rescind the SPA.	Section 4
Approvals required	The Proposed Disposal is subject to the approval of the shareholders of PLB at an EGM to be convened. The Proposed Disposal is not conditional upon any other corporate exercises undertaken or to be undertaken by PLB.	Section 6
Interest of directors, major shareholders, chief executive and/or persons connected to them	None of the directors, major shareholders, chief executive of the Company and/or persons connected with them have any interest, direct or indirect, in the Proposed Disposal.	Section 10
Directors' statement and recommendation	After considering all aspects of the Proposed Disposal, including but not limited to the terms and conditions of the SPA, rationale, basis and justification of arriving at the Disposal Consideration, as well as effects of the Proposed Disposal and risks associated with the Proposed Disposal, the Board is of the opinion that the Proposed Disposal is in the best interest of the Group and its shareholders. Accordingly, the Board recommends that you vote in favour of the resolution for the Proposed Disposal to be tabled at the forthcoming EGM.	Section 11

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PLB Group

PLB ENGINEERING BERHAD

Company No.: 199701002728 (418224-X)
(Incorporated in Malaysia)

Registered Office:

51-8-A Menara BHL
Jalan Sultan Ahmad Shah
10050 George Town
Pulau Pinang

6 August 2025

Board of Directors:

Dato' Seri Ong Choo Hoon (*Group Executive Chairman*)

Dato' Ong Guat Beng (*Executive Director*)

Dato' Ong Seng Chye (*Executive Director*)

Mr Lee Khai (*Independent Non-Executive Director*)

Madam Wein Siew Fen (*Independent Non-Executive Director*)

Madam Koay San San (*Independent Non-Executive Director*)

To: The shareholders of PLB

Dear Sir/Madam,

PROPOSED DISPOSAL

1. INTRODUCTION

On 2 May 2025, the Board had announced that its wholly-owned subsidiary, PLB Land had on 2 May 2025 entered into a Sale and Purchase Agreement with TELAGA for the disposal of the following land which are located at Jarak Atas, Tasik Gelugor, Penang for a disposal consideration of RM48 million to be satisfied entirely via cash:-

Property	Title No.	Lot No.	Land Area (square metres)
Land 1	GRN 107852	1814	15,510.0000
Land 2	GRN 107853	1815	775,500.0000
Land 3	GM 51	1173	2086.6570
Land 4	GM 357	796	8074.6918
Land 5	GM 363	816	5986.5141
Total			807,157.8629

The land as abovementioned are all within Mukim 13, District of Seberang Perai Utara, Penang.

Further details of the Proposed Disposal are set out in the ensuing sections of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE SHAREHOLDERS WITH THE RELEVANT INFORMATION ON THE PROPOSED DISPOSAL AND TO SET OUT THE RECOMMENDATION OF THE BOARD AS WELL AS TO SEEK THE SHAREHOLDERS APPROVAL FOR THE RESOLUTION PERTAINING TO THE PROPOSED DISPOSAL TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF EGM TOGETHER WITH THE PROXY FORM ARE ENCLOSED IN THIS CIRCULAR.

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

2. PARTICULARS OF THE PROPOSED DISPOSAL

2.1 Details of the Proposed Disposal

The Proposed Disposal entails the disposal of the Subject Property, by the Vendor to the Purchaser, on an "as is where is" basis, free from all caveats, lien, charges and encumbrances (save for the private caveats which the Vendor shall take necessary steps to execute the necessary documents to withdraw the said private caveats and bear all the costs and expenses related thereto pursuant to the terms of the SPA) and with vacant possession subject to all conditions of title whether expressed or implied in the document of title to the Subject Property, upon the terms and subject to the conditions contained in the SPA.

Please refer to **Appendix I** of this Circular for the salient terms of the SPA.

2.2 Description of the Subject Property

The Subject Property comprises five (5) parcels of agricultural land situated on the mainland of Pulau Pinang in Malaysia. It is strategically located in a locality popularly known as Jarak Atas, Tasik Gelugor in District of Seberang Perai Utara, Pulau Pinang.

The Subject Property is located approximately 12.2 kilometres due south-east of the Bertam / Kepala Batas Interchange of the North-South Expressway and is about 8.9 kilometres due north-east of the Sungai Dua Interchange of North-South Expressway. It is located within a short distance from Kampung Guar Petai and Masjid Jamek Jarak Atas.

The Subject Property is approachable from the Bertam / Kepala Batas Interchange of the North-South Expressway via the main thoroughfare of Jalan Tun Hamdan Sheikh Tahir, Jalan Bertam 1, Jalan Dua, Jalan Seri Serdang, Jalan Pongsu Seribu, Jalan Pokok Sena and thence onto Jalan Lahar Yoi - Jalan Jarak leading to the north-eastern boundary of Lot 1173 (part of the Subject Property). Alternatively, it is accessible from the Sungai Dua Interchange via Jalan Sungai Dua, Jalan Merbau Kudung and thence onto Jalan Lahar Yoi - Jalan Jarak leading to the north-eastern boundary of Lot 1173 (part of the Subject Property).

The Subject Property is located in a mixed neighbourhood surrounded by existing housing schemes, kampung type dwelling, paddy fields as well as agricultural holdings. Prominent landmarks in the vicinity include Masjid Jamek Padang Menora, Pondok Polis Padang Menora, Sekolah Kebangsaan Padang Menora, Petronas petrol filling station, Klinik Desa Padang Menora, Masjid Jamek Jarak Atas, Rumah Pam Jarak, Kulim River (Sungai Kulim) and Jarak River (Sungai Jarak).

The Subject Property comprises five (5) lots identified as Lot Nos. 796, 816, 1173, 1814 & 1815 forming five (5) parcels of irregular-shaped land and having a total land area of approximately 807,157.8629 sq. metres (8,688,174 sq. ft. or 199.453 acres). The land area of the component lots are tabulated as follows:-

Lot No.	LAND AREA	
	SQ. METRES	SQ. FT.
1814	15,510	166,948
1815	775,500	8,347,412
1173	2,086.657	22,461
796	8,074.6918	86,915
816	5,986.5141	64,438
TOTAL	807,157.8629	8,688,174

The sites are generally irregular in shape. The boundaries of the sites are not physically demarcated by any form of fencing. The sites are generally flat in terrain and lie at about the same level with the neighbouring lands with the exception of Lot Nos. 1814 & 1815 which are partly flat, rocky and swampy in terrain and lies slightly below the level of the neighbouring lands.

The sites are mostly vacant and overgrown with shrubs, wild vegetation and wild trees. There are no squatters on the sites.

2. PARTICULARS OF THE PROPOSED DISPOSAL (CONT'D)

2.2 Description of the Subject Property (Cont'd)

Please refer to **Appendix IV** of this Circular for the location map of the Subject Property.

(Source: Valuation Certificate)

The brief summary of the Subject Property are as follows:-

(a)	Title details	:	Please refer to the details in Section 1 in this Circular
(b)	Registered owner	:	PLB Land Sdn Bhd
(c)	Express Condition	:	<u>For Lots 796 & 1173</u> The land comprised in this title:- (i) Shall not be affected by any provision of the National Land Code or any other written law prohibiting mining or the removal of specified materials beyond the boundaries of the land. (ii) Shall not be affected by any provision of the National Land Code limiting the compensation payable on the creation of a Collector's right of way to compensation for damage in respect of trees, crops or buildings. <u>For Lots 816, 1814 & 1815</u> The land comprised in this title shall not be affected by any provision of the National Land Code or any other written law prohibiting mining or the removal of specified materials beyond the boundaries of the land, except a provision prohibiting the prospecting for and extraction of mineral oil.
(d)	Restriction in Interest	:	Nil (in respect of all titles)
(e)	Age of building	:	N/A
(f)	Tenure	:	Freehold Interest (in respect of all titles)
(g)	Encumbrances ⁽¹⁾	:	The private caveats have been entered vide Perserahan Nos. 0702B2023001348, 0702B2023001349, 0702B2023001351, 0799B2023010033 & 0799B2023010034.
(h)	Category of Land use	:	Nil (in respect of all titles)
(i)	Existing use	:	Vacant land
(j)	Audited Net Book Value as at 31 August 2024	:	RM30,376,914

Notes:

(1) Pursuant to the SPA, the Vendor shall take necessary steps to execute the necessary documents to withdraw the said private caveats and bear all the costs and expenses related thereto pursuant to the terms of the SPA.

2. PARTICULARS OF THE PROPOSED DISPOSAL (CONT'D)

2.3 Disposal Consideration and Mode of Settlement

The Disposal Consideration shall be paid by the Purchaser to the Vendor entirely in cash in the following manner:-

Payment tranche	Amount paid/ payable to PLB Land (RM)	Date of payment/ Tentative payment date as at LPD
Earnest Deposit	960,000	17 April 2025
Balance Deposit	3,840,000	6 May 2025
Balance Purchase Price	43,200,000	28 August 2025

2.4 Information on PLB Land

PLB Land was incorporated in Malaysia on 16 April 1975 as a private limited company under the name of Eastern Interior Furnishing Sdn Bhd. PLB Land assumed its current name on 19 May 1999. PLB Land is principally involved in property letting, investment holding and property development. As at LPD, the issued and paid-up share capital of PLB Land is RM40,000,000 comprising of 40,000,000 ordinary shares.

2.5 Information on the Purchaser

TELAGA was incorporated as a private limited company on 03 September 2024 and having its registered office at No. C-6-5, Room 1, Megan Avenue 1, 189 Jalan Tun Razak, Kuala Lumpur, Wilayah Persekutuan.

The nature of business of TELAGA is to acquire land for sale, development, subdivide, build and resell the products or properties.

As at LPD, the issued and paid-up share capital of TELAGA is RM5,000,000 comprising of 5,000,000 ordinary shares.

The direct and indirect shareholdings of the shareholders and directors of TELAGA as at the LPD are set out below:-

Name	Designation	Nationality/ Place of Incorporation	Direct		Indirect	
			No. of shares	%	No. of shares	%
Dingfeng Resources Sdn Bhd	shareholder	Malaysia	4,500,000	90%	-	-
Lechumenan a/l Elangowan	shareholder	Malaysia	500,000	10%	-	-
Loy Boon Chen	director	Malaysia	-	-	4,500,000*	90%*
Loy Zhen Qi @ Li Zhen Qi	director	Malaysia	-	-	-	-

Notes:

* Deemed interested by virtue of his shareholding in Dingfeng Resources Sdn Bhd pursuant to Section 8 of the Act.

2. PARTICULARS OF THE PROPOSED DISPOSAL (CONT'D)

2.6 Basis of and Justification for the Disposal Consideration

The Disposal Consideration was arrived at on a “willing buyer-willing seller” basis through negotiation between PLB Land and the Purchaser after taking into consideration the net book value of the Subject Property based on the audited financial statements as at 31 August 2024 of RM30,376,914 as well as the market value of the Subject Property which was appraised by Henry Butcher of RM60,800,000 (date of valuation: 02 May 2025).

Based on the valuation certificate, the Valuer has applied the comparison approach of valuation to assess the market value of the Subject Property. The valuation approach entails comparing the Subject Property with similar properties that were sold recently. Due consideration is given to factors such as the time (market improvement), size (land area), location (micro), full share, railway line/ expressway (highway) line, terrain and zoning to arrive at Valuer’s opinion of market value of the Subject Property.

Please refer to **Appendix III** of this Circular in relation to the valuation certificate for further details on the determination of the market value of the Subject Property.

Over the past few years, there were few negotiations with the potential buyers for the Subject Property. PLB Land had decided to accept the offer from the Purchaser rather than waiting for other potential buyers so that it could monetise the value of the landbank without further delay.

The Board is of the view that the Disposal Consideration is deemed fair and reasonable based on the following:-

- (a) The Disposal Consideration of RM48,000,000 represents a discount of RM12,800,000 (21%) as compared to the market value of RM60,800,000. The Board opines that such discount is necessary in securing a purchaser for the Subject Property as the Group had been looking to dispose the Subject Property since few years ago, given that the Subject Property had not been generating any revenue stream for the Group.
- (b) The Proposed Disposal will enable PLB Land to immediately unlock the value of the Subject Land with an estimated pro forma net gain from the Proposed Disposal of approximately RM12.881 million as detailed in Section 5.4 of this Circular.
- (c) the rationale and benefits of the Proposed Disposal as detailed in Section 3 of this Circular.

2.7 Date and Original Cost of Investment

The date and original cost of investment of the Subject Property are as follows:

Lot No.	Date of Investment	Amount (RM)
1814	11 June 2013	492,207.22
1815	11 June 2013	24,607,792.78
1173	19 November 2013	55,000.00
796	19 November 2013	195,000.00
816	19 November 2013	130,000.00
TOTAL		25,480,000.00

2.8 Assumption of Liabilities and Estimated Financial Commitments

There are no liabilities, including contingent liability and guarantee to be assumed by PLB Land, the Company or the Group arising from the Proposed Disposal.

2.9 Cash Company or Practice Note 17 (“PN17”) Listed Issuer

The Proposed Disposal will not result in the Company becoming a cash company or PN17 company as defined under the Listing Requirements.

2. PARTICULARS OF THE PROPOSED DISPOSAL (CONT'D)

2.10 Utilisation of Proceeds

PLB Group intends to utilise the gross proceeds from the Proposed Disposal in the following manner:-

	RM'000	Expected time frame (from the completion of the Proposed Disposal)
Repayment of bank borrowings (1)	8,566	1 month
Estimated expenses for the Proposed Disposal (2)	606	1 month
Taxation (2)	4,068	12 months
Repayment to the trade creditors and working capital (3)	34,760	1 month
Proceeds	48,000	-

- (1) As at the LPD, the total borrowings of PLB Group amounted to approximately RM133.97 million. PLB Group intends to utilise RM8.56 million of the gross proceeds to repay the following borrowings. Details of the repayment are as follows:

- (i) RM6.70 million to repay the term loan from Affin Bank Berhad for PLB Land.
- (ii) RM1.20 million to repay the term loan from OSK Capital Sdn Bhd for PLB Land.
- (iii) RM0.66 million to repay the term loan from Ambank Berhad for PLB-KH Bina Sdn Bhd, the subsidiary of the Company.

The above proposed repayment is expected to result in an annual interest savings of approximately RM0.46 million based on the interest rate 9.31% per annum for term loan stated in item (i) to (iii) respectively.

- (2) The estimated expenses consist of fees payable to the solicitors, valuer, company secretary, authorities and other incidental expenses pursuant to the Proposed Disposal and estimated capital gains tax. If the actual expenses incurred pursuant to the Proposed Disposal are higher than the amount budgeted, the deficit will be funded from the internally generated funds. If the actual expenses are lower than the amount budgeted, the excess will be utilised for working capital.
- (3) The Group proposed to utilise RM34.76 million for repayment of trade creditors and general working capital to finance the day-to-day operations of the Group's business including amongst others, purchase of raw materials and general operating expenses (e.g. marketing cost, staff costs, maintenance expenses, administrative expenses, etc.). The actual amount may differ subject to the operating requirements at the time of utilisation.

3. RATIONALE OF THE PROPOSED DISPOSAL

The Proposed Disposal is part of the Group's strategy to monetise and crystallise the value of its landbank with the objective to further improve our Group's overall financial position.

PLB Group is expected to record an estimated one-off pro forma gain on disposal from the Proposed Disposal of approximately RM12.881 million as set out in Section 5.4 of this Circular, thereby improving the NA per share of PLB as set out in Section 5.2 of this Circular.

The Proposed Disposal will also enable PLB Group to raise cash proceeds of RM48 million which will be utilised for the purposes outlined in Section 2.10 of this Circular, primarily for the repayment of bank borrowings, trade creditors and working capital. This will reduce the Group's gearing level, enhance the Group's financial position by improving the current ratio and strengthen the cash flow of the Group following lower interest expenses.

The Proposal Disposal is also in line with the Group's steps of actively looking for interested parties to buy certain lands of the Group to unlock the value of assets to pare down the borrowings and repayment of certain creditors.

4. RISK FACTOR

Completion risk

The completion of the Proposed Disposal is conditional upon the fulfilment of the conditions precedent under the SPA. There is no assurance that the Proposed Disposal can be completed within the time period permitted under the SPA. In the event that the conditions precedents are not fulfilled within the stipulated time period, the said parties may either mutually extend the stipulated period or rescind the SPA.

Nevertheless, the Group and the Purchaser shall endeavour to fulfil all its obligations and proactively engage with third parties to obtain all the necessary documents required for the completion of the SPA within the timeframe stipulated in the SPA. However, should there be any delay beyond the agreed timeframe, the Board shall endeavour to negotiate to mutually extend the timeframe prior to its expiry.

Other than the risk mentioned above, the Group does not foresee any other risks that will materially affect, directly or indirectly, the business, operating results and financial condition of the Group.

5. FINANCIAL EFFECTS OF THE PROPOSAL

5.1 Issued share capital and substantial shareholders' shareholding

The Proposed Disposal will not have any effect on the issued share capital of PLB and the substantial shareholders' shareholdings in PLB as the Proposed Disposal will be satisfied entirely in cash.

5.2 NA and gearing

For illustrative purposes, based on the audited consolidated financial statements of PLB Group as at 31 August 2024, and assuming that the Proposed Disposal had been effected on 31 August 2024, the pro forma effects of the Proposed Disposal on the consolidated NA and gearing of the Group are as follows:

	Audited as at 31 August 2024 (RM'000)	After the Proposed Disposal (RM'000)
Share capital	112,395	112,395
Non-distributable reserves	-	-
Accumulated losses	(30,208)	(17,327) [#]
Equity attributable to the owners of the Company/ NA	82,187	95,068
Non-controlling interest	(17,715)	(17,715)
Total equity	64,471	77,352
No. of shares ('000)	112,395	112,395
NA per share (RM)	0.73	0.85
Borrowings	158,234	149,668
Gearing ratio (times)	1.93	1.57

Note:

[#] After taking into consideration the estimated gain from the Proposed Disposal of RM12.881 million after deducting the investment cost, land related cost, estimated expenses and estimated taxation for the Proposed Disposal as set out in Section 5.4 of this Circular.

5. FINANCIAL EFFECTS OF THE PROPOSAL (CONT'D)

5.3 Earnings and EPS

For illustrative purposes, the pro forma effects of the Proposed Disposal on the earnings and EPS of the Group, based on the audited consolidated financial statements of PLB Group as at 31 August 2024, and on the assumption that the Proposed Disposal had been effected on 31 August 2024 are set out below:

	Audited as at 31 August 2024 (RM'000)	After the Proposed Disposal (RM'000)
Loss after tax attributable to owners of the Company	(10,753)	(10,753)
Add:		
Expected gain on Proposed Disposal	-	12,881
Pro forma profit or loss for the financial year	(10,753)	2,128
No. of shares ('000)	112,395	112,395
EPS (sen)	(9.56)	0.19

5.4 Expected gain to the Group arising from the Proposed Disposal

The Proposed Disposal is expected to result in a gain to PLB Group of approximately RM12.881 million:-

	RM'000
Disposal Consideration	48,000
Less:	
Investment cost as at 31 August 2024	(30,377)
Land related cost for 6 months ended 28 February 2025	(69)
Estimated expenses for the Proposed Disposal	(606)
Estimated taxation	(4,068)
Estimated pro forma net gain from the Proposed Disposal	12,881

5.5 Convertible securities

PLB does not have any convertible securities as at LPD.

6. APPROVALS REQUIRED

The Proposed Disposal is subject to the approval of the shareholders of PLB at an EGM to be convened.

The Proposed Disposal is not conditional upon any other corporate exercises undertaken or to be undertaken by PLB.

7. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Disposal pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 58.4% (computed based on the Disposal Consideration as compared with the audited net assets of the Group for the financial year ended 31 August 2024).

8. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION

As at LPD, save as disclosed below, there are no other corporate proposals that have been announced by the Company but yet to be completed:-

- i. the Proposed Disposal (being the subject matter of this Circular)
- ii. PLB Terang Sdn Bhd ("**PLBTSB**"), a 85.71% owned subsidiary of PLB had on 15 October 2024 entered into a Share Sale Agreement with Koperasi Sahabat Amanah Ikhtiar Malaysia Berhad and Greenviro Solutions Sdn Bhd ("**GSSB**"), for the disposal of the equity interest held by PLBTSB and GSSB in PLB Green Solar Sdn Bhd ("**PLBGS**") for a total consideration as below stated:

Vendors	No. of ordinary shares held in PLBGS	%	Consideration (RM'000)
PLBTSB	600,000	60	19,800
GSSB	400,000	40	13,200
Total	1,000,000	100	33,000

Please refer to our Company's announcement dated 15 October 2024 and circular to shareholders dated 20 December 2024 for further details in relation to this transaction. Barring any unforeseen circumstances and subject to receipt of approvals from the relevant authorities, this transaction is expected to be completed by August 2025.

9. TENTATIVE TIMETABLE

Barring any unforeseen circumstances, the Board expects the Proposed Disposal to be completed before end of 2025.

The tentative timetable for the implementation of the Proposed Disposal is as follows:

Events	Tentative timeline
Convening of EGM to obtain the approval from the shareholders for the Proposed Disposal	21 August 2025
Completion of the Proposed Disposal	On or before end of 2025

10. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED TO THEM

None of the directors, major shareholders, chief executive of the Company and/or persons connected with them have any interest, direct or indirect, in the Proposed Disposal.

11. DIRECTORS' STATEMENT AND RECOMMENDATION

After considering all aspects of the Proposed Disposal, including but not limited to the terms and conditions of the SPA, rationale, basis and justification of arriving at the Disposal Consideration, as well as effects of the Proposed Disposal and risks associated with the Proposed Disposal, the Board is of the opinion that the Proposed Disposal is in the best interest of the Group and its shareholders.

Accordingly, the Board recommends that you vote in favour of the resolution for the Proposed Disposal to be tabled at the forthcoming EGM.

12. EXTRAORDINARY GENERAL MEETING

The EGM, the notice of which is enclosed in this Circular, will be held at PLB Engineering Berhad, 3rd Floor, Training Room, 1320, Jalan Baru, Taman Chai Leng, 13700 Prai, Pulau Pinang on Thursday, 21 August 2025 at 10:00 a.m., for the purpose of considering and, if thought fit, passing with or without modification, the resolutions to give effect to the Proposed Disposal.

If you are unable to attend and vote in person at the EGM, **you may complete, sign and return the enclosed Proxy Form in accordance with the instructions contained therein**, to be deposited at the Registered Office of the Company at 51-8-A Menara BHL, Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang not later than twenty four (24) hours before the time fixed for the EGM or any adjournment thereof.

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

13. FURTHER INFORMATION

Shareholders are advised to refer to the attached appendices for further information.

Yours faithfully
For and on behalf of the Board of
PLB ENGINEERING BERHAD

DATO' SERI ONG CHOO HOON
Group Executive Chairman

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APPENDIX I - SALIENT TERMS OF THE SPA

The following are the salient terms of the Agreement. All capitalised terms not defined herein used under this Appendix I shall have the same meaning as assigned to them by the Agreement:

1. AGREEMENT TO SELL AND PURCHASE

In consideration of the purchase price of RM48,000,000 ("Purchase Price") to be paid by the Purchaser to the Vendor's Solicitors as stakeholders in the manner and within the times as set out below, the Vendor hereby agree to sell and the Purchaser hereby agree to purchase the said Properties free from all caveats, liens charges and encumbrances with vacant possession on an "as is where is basis" but subject to the restrictions in interest (if any) and all conditions of title whether expressed or implied in the document of title to the said Properties at the Purchase Price and subject to the terms and conditions of the Agreement.

The said Properties is currently subjected to private caveats vide Presentation No. 0702B2023001348, Presentation No. 0702B2023001349, Presentation No. 0702B2023001351, Presentation No. 0799B2023010033 and Presentation No. 0799B2023010034 (hereinafter collectively referred to as "the said Private Caveat"). The Vendor shall take all necessary steps to execute the necessary documents to withdraw the said Private Caveat (hereinafter referred to as "the Withdrawal of Caveat Forms") and bear all the costs and expenses related thereto. The Vendor's Solicitors shall within seven (7) working days from the date of the payment of the Balance Purchase Price or the date of receipt of the undertaking letter to release the Balance Purchase Price from the Purchaser's Financier, whichever is earlier, submit the said Withdrawal of Caveat Forms to the relevant land office to effect the removal of the said Private Caveat.

2. PAYMENT OF THE PURCHASE PRICE

The Purchase Price shall be paid or cause to be paid by the Purchaser at the times and in the manner as follows:-

- (a) The Purchaser had prior to the execution of the Agreement paid to the Vendor directly a sum of RM960,000 ("Earnest Deposit"), the receipt of which the Vendor had acknowledges;
- (b) RM3,840,000 ("Balance Deposit") shall be paid or cause to be paid by the Purchaser upon execution of the Agreement whom are authorised to release to the Vendor upon deposit of those documents stated in the Agreement;

Thereafter, the Earnest Deposit and the Balance Deposit totalling RM4,800,000 collectively referred to as "the Deposit" and shall form part payment towards the Purchase Price.

- (c) RM43,200,000 ("Balance Purchase Price") shall be paid or cause to be paid by the Purchaser to the Vendor's Solicitors as stakeholders on or before the expiration of 3 months commencing from the date of the Agreement ("the Completion Period"), failing which, an extension of time of further one (1) month ("the Extended Completion Period") shall automatically be granted to the Purchaser on the expiration of the Completion Period Provided Always that the Purchaser shall be liable to pay interest at the rate of 8% per annum which is to be calculated on a day to day basis on the unpaid Balance Purchase Price or such part thereof from the commencement of the Extended Completion Period until full settlement thereof.

3. EXECUTION OF TRANSFER

Simultaneously with the execution of the Agreement the Vendor shall execute a Memorandum of Transfer ("the said Transfer") in favour of the Purchaser and shall deposit the same with the Purchaser's Solicitors who are authorised by the parties hereto to proceed with the adjudication for stamp duty payable on the said Transfer only and shall not present the same for registration or forward the same to the solicitors for the Purchaser's Financier, as the case may be, until the Balance Purchase Price has been paid to the Vendor's Solicitors as stakeholders or until the Purchaser's Financier's Undertaking and the differential sum (being the Balance Purchase Price and the Purchaser's loan obtained from financier) shall have been received by the Vendor's Solicitors as stakeholders.

The parties expressly declare and confirm that though the said Transfer has been executed by the Vendor in favour of the Purchaser as aforesaid the acknowledgement of receipt of the consideration stated in the said Transfer shall not be construed as payments in full consideration stated therein and the said Properties shall not be deemed to be transferred to the Purchaser by the Vendor until the Balance Purchase Price and the late payment interest (if any) for the said Properties has been paid in full to the Vendor's Solicitors as stakeholders or otherwise as provided in accordance with the terms of this Agreement.

4. PURCHASER'S DEFAULT

In the event of the Purchaser being in default of paying the whole or any part of the Balance Purchase Price in accordance with the provisions of the Agreement and the Vendor having complied with the terms and conditions of the Agreement, then it is hereby agreed between the Vendor and the Purchaser that the Deposit paid by the Purchaser shall be forfeited absolutely to the Vendor by way of agreed liquidated damages and thereafter the Vendor shall refund all other monies paid by the Purchaser to the Vendor pursuant to the Agreement free of interest within fourteen (14) days from the date of termination in exchange for the withdrawal of all caveat(s) lodged by or on behalf of the Purchaser or the Purchaser's Financier and the return to the Vendor of the said Transfer (unless the same are required for purposes of refund of stamp duty paid thereon) and all other related Vendor's documents forwarded to the Purchaser or the Purchaser's Financier with the Vendor's interests in the said Properties remaining intact, the return of vacant possession of the said Properties to the Vendor (if the same has been delivered) in the same state and condition as if it was first delivered to the Purchaser (fair wear tear excepted) at the Purchaser's own cost and expense, failing which the Vendor shall pay to the Purchaser interest at the rate of 8% per annum on all other monies paid by the Purchaser to the Vendor calculated on a day to day basis from the expiry of the said fourteen (14) days to the date of actual refund to the Purchaser WHEREUPON the Agreement shall be terminated and rendered null and void and thereafter neither party hereto shall have any claims against the other and the Vendor shall be entitled at its absolute discretion to resell the said Properties at such time and place and subject to such conditions and in such manner as the Vendor shall think fit without the necessity of previously tendering or offering to make any sale to the Purchaser.

In the event that the said Transfer has already been stamped, the Purchaser's Solicitors shall be entitled to surrender the duly adjudicated and stamped said Transfer to the relevant authorities to obtain a refund of the stamp duty paid by the Purchaser and for their cancellation of the same. As such, the acknowledgement of receipt by the relevant authorities of the return of the said Transfer by the Purchaser's Solicitors for cancellation shall suffice for the purpose herein.

5. VENDOR'S DEFAULT

Subject to the Purchaser having complied with the terms and conditions of this Agreement, in the event the Vendor shall fail or neglect to complete the sale herein in accordance with this Agreement, the Purchaser shall be entitled at their sole discretion EITHER to require the Vendor to refund to the Purchaser the Deposit and all other monies paid by the Purchaser to the Vendor pursuant to the Agreement free of interest together with a further sum equivalent to the Deposit as agreed liquidated damages for the breach of the terms and conditions of the Agreement within fourteen (14) days of termination in exchange for the withdrawal of all caveat(s) lodged by or on behalf of the Purchaser or the Purchaser's Financier and the return to the Vendor of the said Transfer (unless the same are required for purposes of refund of stamp duty paid thereon) and all other related Vendor's documents forwarded to the Purchaser or the Purchaser's Financier with the Vendor's interests in the said Properties remaining intact, the return of vacant possession of the said Properties to the Vendor (if the same has been delivered) in the same state and condition as if it was first delivered to the Purchaser (fair wear tear excepted) at the Vendor's own cost and expense, failing which the Vendor shall pay to the Purchaser interest at the rate of 8% per annum on all monies paid by the Purchaser to the Vendor as well as on the agreed liquidated damages calculated on a day to day basis from the expiry of the said fourteen (14) days to the date of actual refund to the Purchaser and thereafter the Agreement shall terminate and rendered null and void and thereafter neither party hereto shall have any claims against the other and the Vendor shall be entitled at its absolute discretion to resell the said Properties at such time and place and subject to such conditions and in such manner as the Vendor shall think fit without the necessity of previously tendering or offering to make any sale to the Purchaser OR to proceed to apply for a decree of specific performance against the Vendor and be entitled to the damages flowing therefrom.

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APPENDIX II - FURTHER INFORMATION

1. RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board of PLB who individually and collectively accept full responsibility for the accuracy of the information given and confirm that after making all reasonable inquiries and to the best of their knowledge and belief, there are no material facts, the omission of which would make any information, data or statement herein misleading.

2. CONSENT

Henry Butcher, being the independent valuer for the Subject Property in relation to the Proposed Disposal, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name, the valuation certificate for the Subject Property dated 23 May 2025 as appended in Appendix III of this Circular and all references thereto in the form and context in which they appear in this Circular.

3. DECLARATION OF CONFLICT OF INTEREST

Henry Butcher has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the independent valuer for the Subject Property in relation to the Proposed Disposal.

4. MATERIAL COMMITMENTS

As at LPD, the Board is not aware of any material commitments contracted or known to be contracted by PLB Group, that is likely to have an impact on PLB Group's profits or NA upon becoming enforceable.

5. CONTINGENT LIABILITIES

As at LPD, the Board is not aware of any contingent liabilities incurred or known to be incurred by PLB Group, which upon becoming enforceable, may have a material impact in the ability of PLB Group to meet the obligations as and when they fall due.

6. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, the Group is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, which has a material effect on the financial position of the Group and the Board confirms that there are no proceedings pending or threatened, or of any facts likely to give rise to any proceedings, which might materially affect the financial position and/or business of the Group.

7. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal office hours (except public holidays) at the Registered Office of the Company at 51-8-A Menara BHL, Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang from the date of this Circular up to and including the date of the EGM:-

- (a) the Constitution of PLB;
- (b) the audited consolidated accounts of PLB for the past two (2) financial years ended 31 August 2023 and 2024 and the unaudited quarterly financial results for 9-month period ended 31 May 2025;
- (c) the SPA;
- (d) the valuation report and the valuation certificate; and
- (e) the letter of consent and declaration of conflict of interests referred to in Sections 2 & 3 of this Appendix II.

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HENRY BUTCHER MALAYSIA
International Asset Consultants

Our Ref : V/PG/DY2549 (YY)
Date : 23rd May 2025

PRIVATE & CONFIDENTIAL
PLB ENGINEERING BERHAD
1320, Jalan Baru
Taman Chai Leng
13700 Perai
Pulau Pinang
Malaysia

Dear Sir,

VALUATION CERTIFICATE OF LOT NOS. 796, 816, 1173, 1814 & 1815 HELD UNDER TITLE NOS. GERAN MUKIM 357, GERAN MUKIM 363, GERAN MUKIM 51, GERAN 107852 & GERAN 107853 RESPECTIVELY, ALL WITHIN MUKIM 13, DISTRICT OF SEBERANG PERAI UTARA, STATE OF PULAU PINANG (COLLECTIVELY, THE “SUBJECT PROPERTY”).

This Valuation Certificate has been prepared for the inclusion in the circular to shareholders of PLB Engineering Berhad (“PLB”) pursuant to the proposed disposal by PLB of the Subject Property.

In accordance with the instruction from PLB, we have valued the Subject Property vide our valuation report bearing Reference No. V/PG/DY2549 (YY) dated 23rd May 2025. The material date of valuation for this valuation exercise is taken as at 2nd May 2025.

This Valuation Certificate is a summary of the relevant facts and information set out in our valuation report and to be read in conjunction with our valuation report bearing Reference No. V/PG/DY2549 (YY) dated 23rd May 2025.

The valuation has been carried out in compliance with the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia (6th Edition of MVS and effective from 1st January 2019) and the Asset Valuation Guidelines (1st Revision Series No.SC-GL/AV-2009 (R1-2017) dated 19th January 2017 and effective from 20th March 2017) issued by the Securities Commission Malaysia.

The basis of valuation adopted for the purpose of this valuation is **Market Value**. The term **Market Value**, as defined in the Malaysian Valuation Standards 6th Edition 2019, is “the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion”.

HENRY BUTCHER MALAYSIA (PENANG) Sdn Bhd 198901000192 (177498-P)

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VPM(1)0008/4

Valuation | Real Estate Agency | Investment Advisory | International Marketing | Market Research | Development Consultancy |
Project Marketing | Asset Management | Property Management | Retail Consultancy | Auctions | Plant & Machinery | Art Consultancy

TERMS OF REFERENCE

We are instructed by PLB to ascertain the Market Value of the Subject Property for the purpose of submission to Bursa Malaysia Securities Berhad ("BURSA") as well as inclusion of the Valuation Certificate in conjunction of the proposed disposal of the Subject Property, on an "as is where is" basis its current state and condition, with vacant possession and subject to the titles being good, registrable, marketable, free from all encumbrances, endorsements, statutory notices and outgoings.

INTEREST TO BE VALUED

The interest valued comprises five (5) parcels of freehold agricultural development land identified as Lot Nos. 796, 816, 1173, 1814 & 1815 held under Title Nos. Geran Mukim 357, Geran Mukim 363, Geran Mukim 51, Geran 107852 & Geran 107853 respectively, all within Mukim 13, District of Seberang Perai Utara, State of Pulau Pinang.

DESCRIPTION AND LOCATION OF THE SUBJECT PROPERTY

The Subject Property comprises five (5) parcels of agricultural land situated on the mainland of Pulau Pinang in Malaysia. It is strategically located in a locality popularly known as Jarak Atas, Tasik Gelugor in District of Seberang Perai Utara, Pulau Pinang.

The Subject Property is located approximately 12.2 kilometres due south-east of the Bertam / Kepala Batas Interchange of the North-South Expressway and is about 8.9 kilometres due north-east of the Sungai Dua Interchange of North-South Expressway. It is located within a short distance from Kampung Guar Petai and Masjid Jamek Jarak Atas.

The Subject Property is approachable from the Bertam / Kepala Batas Interchange of the North-South Expressway via the main thoroughfare of Jalan Tun Hamdan Sheikh Tahir, Jalan Bertam 1, Jalan Dua, Jalan Seri Serdang, Jalan Pongsu Seribu, Jalan Pokok Sena and thence onto Jalan Lahar Yoi - Jalan Jarak leading to the north-eastern boundary of Lot 1173 (part of the Subject Property). Alternatively, it is accessible from the Sungai Dua Interchange via Jalan Sungai Dua, Jalan Merbau Kudung and thence onto Jalan Lahar Yoi - Jalan Jarak leading to the north-eastern boundary of Lot 1173 (part of the Subject Property).

The Subject Property is located in a mixed neighbourhood surrounded by existing housing schemes, kampung type dwelling, paddy fields as well as agricultural holdings. Prominent landmarks in the vicinity include Masjid Jamek Padang Menora, Pondok Polis Padang Menora, Sekolah Kebangsaan Padang Menora, Petronas petrol filling station, Klinik Desa Padang Menora, Masjid Jamek Jarak Atas, Rumah Pam Jarak, Kulim River (Sungai Kulim) and Jarak River (Sungai Jarak).

The Subject Property comprises five (5) lots identified as Lot Nos. 796, 816, 1173, 1814 & 1815 forming five (5) parcel of irregular-shaped land and having a total land area of approximately 807,157.8629 sq. metres (8,688,174 sq. ft. or 199.453 acres). The land areas of the component lots are tabulated as follows :-

LOT NO.	LAND AREA	
	SQ. METRES	SQ. FT.
796	8,074.6918	86,915
816	5,986.5141	64,438
1173	2,086.657	22,461
1814	15,510	166,948
1815	775,500	8,347,412
TOTAL	807,157.8629	8,688,174

The sites are generally irregular in shape. The boundaries of the sites are not physically demarcated by any form of fencing. The sites are generally flat in terrain and lie at about the same level with the neighbouring lands with the exception of Lot Nos. 1814 & 1815 which are partly flat, rocky and swampy in terrain and lies slightly below the level of the neighbouring lands.

At the date of inspection, we noted that part of Lot 1814 and Lot 1815 are formerly abandoned illegal sand mining sites presently with water-filled ponds popularly known as 'Frog Hill'. A compressed natural gas pipeline is located to the north of the site of Lot 1814.

We observed that the sites are mostly vacant and overgrown with shrubs, wild vegetation and wild trees. There are no squatters on the sites. However, we would like to draw your attention that Lot 816 is partly erected with a few semi-permanent structures which are presently used as a caretaker house. **For the purpose of this valuation, we have taken into consideration of the redevelopment potential of Lot 816 (part of the subject property). Therefore, we have disregarded the abovementioned semi-permanent structures erected on the site, and valued Lot 816 as a parcel of development land on an "as is where is" basis in its current state and condition in line with the Sale and Purchase Agreement of the subject property dated 2nd May 2025.**

TITLES PARTICULARS

Brief particulars of titles of the Subject Property as extracted from title searches conducted at Penang Land Registry (*Pejabat Tanah dan Galian Negeri Pulau Pinang*) and District of Seberang Perai Utara Land Office, Penang (*Pejabat Daerah dan Tanah Daerah Seberang Perai Utara, Pulau Pinang*) on 2nd May 2025 are as follows:-

Lot Nos.	796, 816, 1173, 1814 & 1815		
Title No.	Geran Mukim 357, Geran Mukim 363, Geran Mukim 51, Geran 107852 & Geran 107853 respectively		
Tenure	Freehold interest (<i>in respect of all titles</i>)		
Category of Land Use	Nil (<i>"Tiada"</i>) (<i>in respect of all titles</i>)		
Land area	Lot 796	-	8,074.6918 sq. metres
	Lot 816	-	5,986.5141 sq. metres
	Lot 1173	-	2,086.657 sq. metres
	Lot 1814	-	1.551 hectares
	Lot 1815	-	77.55 hectares
Quit Rent	Lot 796	-	RM18.00 per annum
	Lot 816	-	RM6.00 per annum
	Lot 1173	-	RM12.00 per annum
	Lot 1814	-	RM288.00 per annum
	Lot 1815	-	RM14,364.00 per annum
Registered Proprietor	PLB LAND SDN. BHD. - Full share (<i>in respect of all titles</i>)		
Express Conditions	<i>For Lots 796 & 1173</i> The land comprised in this title:- (i) Shall not be affected by any provision of the National Land Code or any other written law prohibiting mining or the removal of specified materials beyond the boundaries of the land. (ii) Shall not be affected by any provision of the National Land Code limiting the compensation payable on the creation of a Collector's right of way to compensation for damage in respect of trees, crops or buildings.		
	<i>For Lots 816, 1814 & 1815</i> The land comprised in this title shall not be affected by any provision of the National Land Code or any other written law prohibiting mining or the removal of specified materials beyond the boundaries of the land, except a provision prohibiting the prospecting for and extraction of mineral oil.		
Restrictions-In-Interest	Nil (<i>"Tiada"</i>) (<i>in respect of all titles</i>)		
Encumbrances	The private caveats have been entered vide Perserahan Nos. 0702B2023001348, 0702B2023001349, 0702B2023001351, 0799B2023010033 & 0799B2023010034.		

LOCAL AUTHORITY SEARCHES

Our enquiries conducted at Town Planning Department, City Council of Seberang Perai (*Jabatan Perancang Bandar, Majlis Bandaraya Seberang Perai*) revealed that the Subject Property is located within an area zoned "Pertanian" (Agricultural).

However, in accordance with the Draft Local Plan of Seberang Perai 2030 [*Draf Rancangan Tempatan Seberang Perai 2030 ("DRTSP 2030")*], we noted that the zoning for the Subject Property is as follows:-

Lot No.	Zoning
796	<i>Kampung</i> (Village)
816	<i>Pertanian</i> (Agricultural)
1173	<i>Kampung</i> (Village)
1814	<i>Pertanian</i> (Agricultural)
1815	<i>Pertanian</i> (Agricultural)

VALUATION METHODOLOGY

We have adopted the **Comparison Approach** of valuation to assess the Market Value of the Subject Property.

It is pertinent to note that valuation of property for submission to BURSA has to be undertaken by two recognised Methods of Valuation (Paragraph 4.06 of Asset Valuation Guidelines). However, for this valuation we have adopted only one (1) method of valuation i.e. Comparison Approach in this valuation as other alternative methods such as the Income Approach or Cost Approach as defined in the *Malaysian Valuation Standards Sixth Edition 2019* are not applicable. The reason is due to the fact that the Subject Property does not have any planning permission or layout plan approved by the Local Authority as at the date of valuation.

SUMMARY OF COMPARISON APPROACH

This approach is the Market Approach of comparing the Subject Property with similar properties that were transacted recently, due consideration is given to factors such as the time (market improvement), size (land area), location (micro), full share, railway line / expressway (highway) line, terrain and zoning to arrive at our opinion of Market Value of the Subject Property.

For the purpose of this valuation, we have utilised 3 comparables for the Subject Property with similar aspects located in the District of Seberang Perai Utara / Seberang Perai Tengah in our valuation computation of Comparison Approach. Details of the comparables are presented as follows :-

Comparables For Subject Property			
	Comparable No. 1	Comparable No. 2	Comparable No. 3
Property particulars	Lot Nos. 275, 1031, 1032, 1033, 1034, 1045, 1055, 1059, 1060, 1061, 1193, 1201, 1228, 1256, 1257, 1258, 1259, 1260, 2333, 5834, 5835, 5836 & 5837, all within Mukim 13, District of Seberang Perai Utara, State of Pulau Pinang.	Lot No. 3124, Mukim 12, District of Seberang Perai Utara, State of Pulau Pinang.	Lot Nos. 101, 102, 539, 541, 556, 691, 692, 725, 784, 899, 900, 901, 902, 903, 904, 1347 & 1373, all within Mukim 19, District of Seberang Perai Tengah, State of Pulau Pinang.
Location	Located along Jalan Paya Tok Akil, Ara Kuda, Seberang Perai Utara, Pulau Pinang	Located along Jalan Air Melintang Besar, Tasek Gelugor, Seberang Perai Utara, Pulau Pinang	Located along Jalan Ara Kuda, Kubang Semang, Seberang Perai Utara, Pulau Pinang
Distance from Subject Property	2.6 km	3.3 km	3.0 km
Type of property	23 parcels of development land	A parcel of development land	17 parcels of development land
Vendor	Saw Poh Enterprises Sdn Bhd	Pinang Mewah Development Sdn Bhd	Boontong Estates Sdn Bhd
Purchaser	Dayang Gemilang Sdn Bhd	TNJ Ventures Sdn Bhd	Southern Perak Plantations Sdn Bhd
Transaction date	16 th June 2023	26 th January 2024	13 th October 2022
Zoning	<i>Pertanian & Perumahan Terancang</i>	<i>Agricultural</i>	<i>Agricultural</i>
Tenure	Freehold interest		
Share	Full Share	1/26	Full share
Source	<i>Jabatan Penilaian dan Perkhidmatan Hartanah</i>		
Land area	8,017,568 sq. ft.	3,546,289 sq. ft.	7,664,676 sq. ft.
	184.058 acres	81.412 acres	175.957 acres
Consideration	RM56,119,093	RM1,363,950	RM41,000,000
Base Value	RM7.00 per sq. ft.	RM10.00 per sq. ft.	RM5.35 per sq. ft.
Adjustment Factors made	Time (market improvement), size (land area), location (micro), railway line / expressway (highway) line, terrain & zoning	Size (land area), location (micro), full share & terrain	Time (market improvement), size (land area), location (micro), railway line / expressway (highway) line & terrain
Adjusted Value	RM7.00 per sq. ft.	RM7.00 per sq. ft.	RM6.69 per sq. ft.

Justification :-

Post adjustments have been made to the Comparables after taking into consideration of the positive and negative factors of the time (market improvement), size (land area), location (micro), full share, railway line / expressway (highway) line, terrain and zoning. From these Comparables, we have concluded that Comparable No. 1 would be a reasonable benchmark due to the fact that Comparable No. 1 is the latest freehold development land transaction in the neighbouring locality and they are similar in nature in term of the size of the land area. Having considered the above, we have adopted RM7.00 per sq. ft. to be the fair market rate applicable to Subject Property.

In view of the above, the Market Value of the Subject Property is **RM60,800,000** (rounded down from RM60,817,225).

REGISTERED TRANSACTIONS / TRANSACTION HISTORY

Based on a photocopy of the Sale and Purchase Agreement dated 2nd May 2025 made between PLB Land Sdn Bhd (the Vendor) and Telaga Raya Sdn Bhd (the Purchaser), we noted that Subject Property was transacted at RM48,000,000.

OPINION OF VALUE

Having regard to the foregoing, our opinion of the **Market Value** of the full share freehold interest of the Subject Property as at 2nd May 2025 **ON AN "AS IS WHERE IS" BASIS IN ITS CURRENT STATE AND CONDITION, WITH VACANT POSSESSION AND SUBJECT TO THE TITLES BEING GOOD, REGISTRABLE, MARKETABLE, FREE FROM ALL ENCUMBRANCES, ENDORSEMENTS, STATUTORY NOTICES AND OUTGOINGS** is **RM60,800,000** (Ringgit Malaysia Sixty Million And Eight Hundred Thousand Only).

Yours faithfully,

HENRY BUTCHER MALAYSIA (PENANG) SDN BHD


SR. DR. TEOH POH HUAT (V-296)

FRICS, FRISM

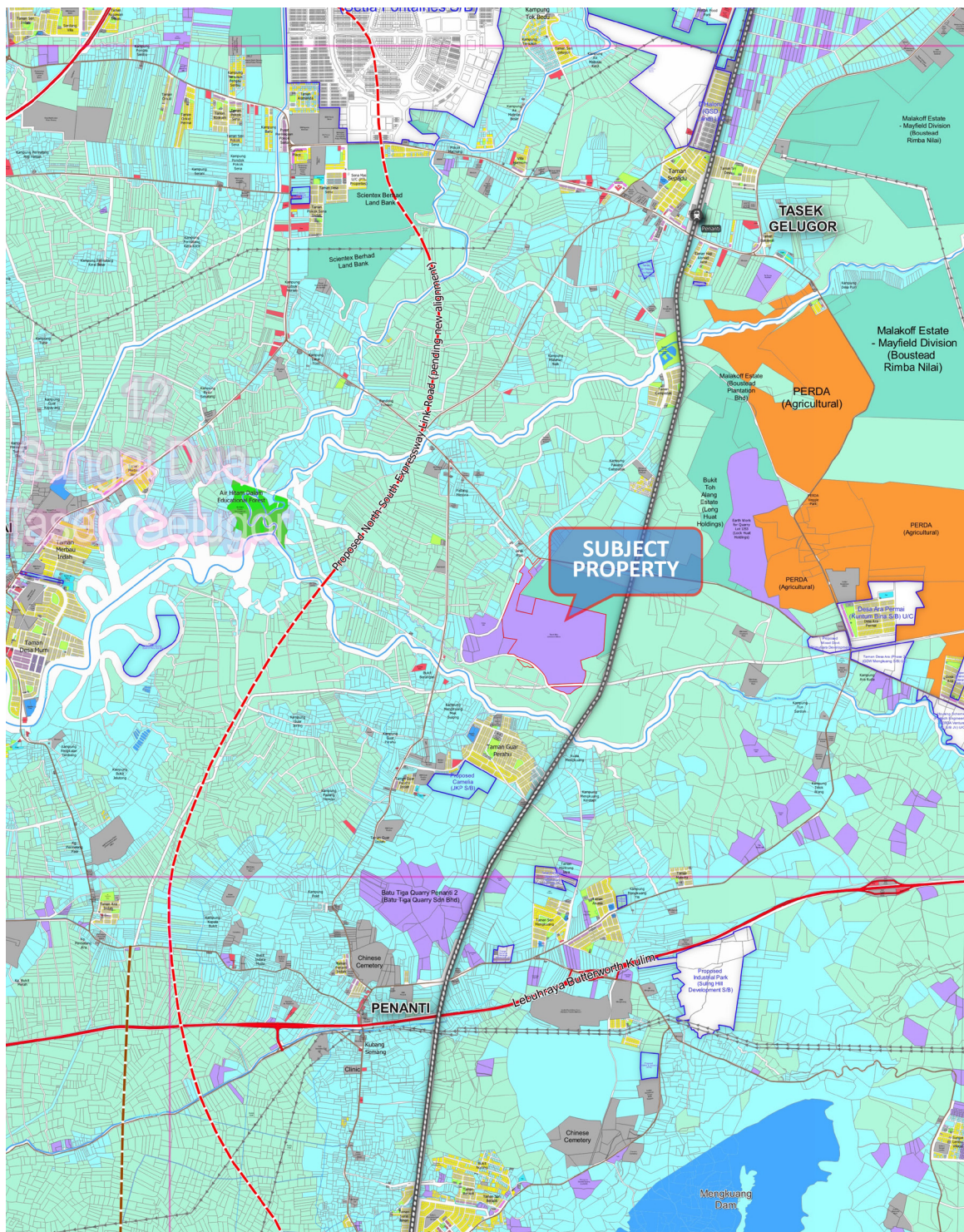
Chartered Surveyor / Registered Valuer


Designation: Director

Registered Number: V-296



APPENDIX IV – LOCATION MAP OF THE SUBJECT PROPERTY



 HENRY BUTCHER MALAYSIA	REF. NO. V/PG/D2549 (YY)
	NOT TO SCALE
HENRY BUTCHER MALAYSIA (Penang) Sdn Bhd (177498-P) V(1)0008/4 142-M, Jalan Burma, 10050 Penang, Malaysia Tel : 604 229 8999 Fax : 604 229 8666 Email : valuation@hbmpg.com www.henrybutcherpenang.com	LOCATION PLAN

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("EGM") of PLB Engineering Berhad ("PLB" or the "Company") will be held at PLB Engineering Berhad, 3rd Floor, Training Room, 1320, Jalan Baru, Taman Chai Leng, 13700 Prai, Pulau Pinang on Thursday, 21 August 2025 at 10:00 a.m., for the purpose of considering and, if thought fit, to pass the following Ordinary Resolution:-

ORDINARY RESOLUTION

PROPOSED DISPOSAL BY PLB LAND SDN BHD ("PLB LAND"), A WHOLLY-OWNED SUBSIDIARY OF PLB ENGINEERING BERHAD ("PLB"), OF FIVE (5) PARCELS OF FREEHOLD AGRICULTURAL LAND ALL WITHIN MUKIM 13, DISTRICT OF SEBERANG PERAI UTARA, STATE OF PULAU PINANG ("SUBJECT PROPERTY") TO TELAGA RAYA SDN BHD ("TELAGA") FOR A TOTAL CASH CONSIDERATION OF RM48 MILLION ("PROPOSED DISPOSAL")

"THAT subject to the approval of all relevant parties and/or authorities being obtained (where required), approval be and is hereby given to PLB Land to dispose of the Subject Property to TELAGA for a total cash consideration of RM48 million only, subject to and upon such terms and conditions as set out in the Sale and Purchase Agreement dated 2 May 2025 entered into between PLB Land and TELAGA in relation to the Proposed Disposal.

AND THAT the Directors of PLB be and are hereby authorised to take all such steps and do all acts and things and to enter into all deeds, agreements, arrangements, undertakings, transfers and indemnities as he/she may deem fit, necessary, expedient and/or appropriate in order to implement, finalise and give full effect to the Proposed Disposal with full powers to assent to any conditions, modifications, variations and/or amendments as may be required or permitted by any relevant authorities and/or as the Directors deem fit, appropriate and in the best interest of PLB in order to implement, finalise and give full effect to the Proposed Disposal."

BY ORDER OF THE BOARD

HING POE PYNG (MAICSA 7053526)
SSM PC NO. 202008001322

WONG YEE LIN (MIA 15898)
SSM PC NO. 201908001793
Joint Company Secretaries
Penang

Date: 6 August 2025

Notes :

1. A member of the Company entitled to appoint at least one (1) but not more than two (2) proxies to attend, speak and vote on his/her/its behalf. A proxy may but need not be a member of the Company.
2. Where a member appoints two (2) proxies, the appointment shall be invalid unless the proportions of shareholdings to be represented by each proxy are specified.
3. Where a Member of the Company is an exempt authorised nominee which hold ordinary shares in the Company for multiple beneficial owner in one (1) securities account ("Omnibus Account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.
4. An exempt authorised nominee refers to an authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 ("Central Depositories Act") which is exempted from compliance with the provisions of subsection 25A(1) of the Central Depositories Act. Where a member is a corporation, it may appoint a proxy or proxies under the Proxy Form, or appoint such person as its representative at the meeting in accordance with section 333 of the Act.
5. To be valid, the proxy form duly completed must be deposited at the registered office of the Company, 51-8-A Menara BHL, Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang not less than twenty-four (24) hours before the time for holding the meeting. Proxy Form via facsimile or electronic mail will not be accepted.
6. The instrument appointing a proxy or proxies shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under common seal or under the hand of an officer or attorney duly authorised.
7. For the purpose of determining a member who shall be entitled to attend the meeting, a Record of Depositors ("ROD") as at 12 August 2025 has been requested. Only a depositor whose name appears on the ROD shall be entitled to attend, speak and vote at this meeting or appoint proxies to attend, speak and vote on his/her/its behalf.
8. Pursuant to Paragraph 8.29A of the Main Market Listing Requirements of Bursa Securities, all resolutions set out in this Notice will be voted by poll.

PERSONAL DATA POLICY

By submitting the duly executed Form of Proxy, the member and his/her proxy consent to the Company (and/or its agents/service providers) collecting, using and disclosing the personal data therein in accordance with the Personal Data Protection Act 2010, for the purpose of the EGM, and any adjournment thereof.

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Proxy Form



CDS ACCOUNT NO.

*I/We
(FULL NAME OF SHAREHOLDERS AS PER NRIC/PASSPORT/CERTIFICATE OF INCORPORATION IN CAPITAL LETTERS)

(NRIC/Passport/Company No.) of

.....
(ADDRESS & TEL NO. & EMAIL ADDRESS)

being a * member/members of the abovenamed Company, hereby appoint

.....
(FULL NAME OF PROXY AS PER NRIC/PASSPORT IN CAPITAL LETTERS)

(NRIC/Passport No.) of

.....
(ADDRESS & TEL NO. & EMAIL ADDRESS)

or failing him/her,

.....
(FULL NAME OF PROXY AS PER NRIC/PASSPORT IN CAPITAL LETTERS)

(NRIC/Passport No.) of

.....
(ADDRESS & TEL NO. & EMAIL ADDRESS)

or failing him/her, the Chairman of the meeting as * my /our proxy to vote for * me /us on * my /our behalf at the Extraordinary General Meeting ("EGM") of the Company to be held at PLB Engineering Berhad, 3rd Floor, Training Room, 1320, Jalan Baru, Taman Chai Leng, 13700 Prai, Pulau Pinang on Thursday, 21 August 2025 at 10:00 a.m..

No	Ordinary Resolution	For	Against
1.	Proposed Disposal		

Please indicate with an "x" in the appropriate spaces provided above on how you wish your vote to be cast. If no specific direction for voting is given, the proxy may vote as he thinks fit.

No. of shares held

For appointment of two (2) proxies, percentage of shareholdings to be represented by the proxies:

No. of shares		%
Proxy 1		
Proxy 2		
Total		100

Signed this day of , 2025.

.....
Signature(s)/Common Seal of Shareholder

Notes:

- A member of the Company entitled to appoint at least one (1) but not more than two (2) proxies to attend, speak and vote on his/her/its behalf. A proxy may but need not be a member of the Company.
- Where a member appoints two (2) proxies, the appointment shall be invalid unless the proportions of shareholdings to be represented by each proxy are specified.
- Where a member of the Company is an exempt authorised nominee which hold ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("Omnibus Account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.
- An exempt authorised nominee refers to an authorised nominee defined under the Security Industry (Central Depositories) Act 1991 ("Central Depositories Act") which is exempted from compliance with the provisions of subsection 25A(1) of Central Depositories Act. Where a member is a corporation, it may appoint a proxy or proxies under the Proxy Form, or appoint such person as its representative at the meeting in accordance with Section 333 of the Companies Act 2016.
- To be valid, the proxy form duly completed must be deposited at the registered office of the Company, 51-8-A Menara BHL, Jalan Sultan Ahmad Shah, 10050 George Town, Pulau Pinang not less than twenty-four (24) hours before the time for holding the meeting. Proxy Form via facsimile or electronic mail will not be accepted.
- The instrument appointing a proxy or proxies shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under common seal or under the hand of an officer or attorney duly authorised.
- For purpose of determining a member who shall be entitled to attend the meeting, a Record of Depositors ("ROD") as at 12 August 2025 has been requested. Only a Depositor whose name appears on the ROD shall be entitled to attend, speak and vote at this meeting or appoint proxies to attend, speak and vote on his/her/its behalf.
- Pursuant to Paragraph 8.29A of the Main Market Listing Requirement of Bursa Malaysia Securities Berhad, all resolutions set out in this Notice will be voted by poll.

PERSONAL DATA POLICY

By submitting the duly executed Form of Proxy, the member and his/her proxy consent to the Company (and/or its agents/ service providers) collecting, using and disclosing the personal data therein in accordance with the Personal Data Protection Act 2010, for the purpose of the EGM, and any adjournment thereof.

Please fold across the lines and close

*Affix
Postage
Stamp*

The Company Secretaries

PLB Engineering Berhad

Company No.: 199701002728 (418224-X)

51-8-A Menara BHL
Jalan Sultan Ahmad Shah
10050 George Town
Pulau Pinang

Please fold across the lines and close