

**BERTAM ALLIANCE BERHAD (“BERTAM” or “THE COMPANY”)**

**- SUPPLEMENTAL SALE & PURCHASE AGREEMENT ENTERED BY MV PROPERTIES SDN. BHD. (“MV PROPERTIES” OR “THE VENDOR”), AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF BERTAM WITH TUJUAN OPTIMA SDN. BHD. (“TUJUAN OPTIMA” OR “THE PURCHASER”)**

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For consistency purposes, the abbreviations and definitions used throughout this announcement shall have the same meanings as those previously defined in BERTAM’s announcement dated 5 July 2016, 29 July 2016, 21 September 2016 and Circular dated 28 September 2016 in relation to the Proposed Disposal.

The Board of Directors of BERTAM wishes to announce that following the approval from the shareholders at the Extraordinary General Meeting held on 14 October 2016, the Company’s indirect wholly-owned subsidiary, MV Properties has on 16 January 2017, entered into a Supplemental Sale & Purchase Agreement (“SSPA”) with Tujuan Optima to record and effect the variation and amendments to the SPA dated 5 July 2016.

The Vendor has agreed that, the Completion Period which was on 16 January 2017 (‘Original Completion Date’) shall be extended free of interest until such time the occupiers encroaching on part of the Lands as marked in the Location Plan (as per Appendix A in SSPA) are removed from the Lands to the satisfaction of the Purchaser.

**Salient Terms of the SSPA**

The salient terms of the SSPA include, amongst others, the following:-

1. The Parties hereby agree as follows:-

- (a) The Vendor shall, at its own costs and expense within ninety (90) days from the Original Completion Date:-
  - (i) evict the Occupiers from the Lands and demolish and remove all buildings, structures and materials on the Lands, so that the Lands are vacant and unoccupied, and free from any structures, materials, squatters and occupants whatsoever (“Eviction”); and
  - (ii) notify the Purchaser of the completion of the Eviction (“Vendor’s Notice”)
- (b) The parties shall, upon the Purchaser’s receipt of the Vendor’s Notice, conduct a joint inspection of the Lands to confirm that the Eviction has been completed to the Purchaser’s satisfaction (“Joint Inspection”);
- (c) The Completion Period shall be extended free of interest to fall on the 30<sup>th</sup> day following satisfaction of the last of the following:
  - (i) the date of the Joint Inspection;
  - (ii) the receipt by the Purchaser from the Vendor of a valid Redemption Statement, certified true copies of the current quit rent and assessment receipts in respect of the Lands;
  - (iii) the receipt by the Purchaser of the stamp duty valuation notice in respect of the transfer; and
  - (iv) receipt of payment to the Purchaser of the penalty sum payable to the relevant land registry for the late presentation of the Transfer.
- (d) The Vendor shall, if requested by the Purchaser, execute fresh Transfer(s) in respect of the Lands, and provide such other documents as may be necessary in connection with the sale and transfer of the lands.

- (e) The Vendor shall not make any claims for interest, compensation or any other payments in respect of the extension of the Completion Period from the original Completion Date to the new date as set out above.
- 2. In the event the Vendor shall fail to complete the Eviction to the Purchaser’s satisfaction within the period stipulated under Clause 1(a) above, the Vendor shall be in breach of the provision of the SSPA and the provisions of Clause 9 of the SPA shall apply accordingly.
- 3. Save and for the variation and amendments in the SSPA, and except to the extent each is expressly amended by the terms of the SSPA, all the terms and conditions of the SPA are hereby confirmed and shall remain in full force and effect.

This announcement is dated 16 January 2017.