

**TITIJAYA LAND BERHAD (“TITIJAYA” OR “COMPANY”) -
RECLAMATION AND DEVELOPMENT AGREEMENT BETWEEN THE PENANG DEVELOPMENT
CORPORATION AND CITY MERIDIAN DEVELOPMENT SDN. BHD., A WHOLLY-OWNED
SUBSIDIARY OF TITIJAYA**

We refer to Titijaya’s announcement dated 31 July 2023 in respect of the Proposal and wish to provide additional information as follows:

1. Name of PDC’s director(s):-

The Board Members of PDC are as follows:-

- 1.1 YAB Chow Kon Yeow
- 1.2 YB Dato' Ir Hj Ahmad Zakiyuddin Bin Abd Rahman
- 1.3 YB Tuan Prof Dr P Ramasamy A/L Palanisamy
- 1.4 YB Tuan Jagdeep Singh Deo A/L Karpal Singh
- 1.5 YB Tuan Zairil Bin Khir Johari
- 1.6 YB Dato' Haji Abdul Halim Bin Haji Hussain
- 1.7 YBHG Dato' Seri Lee Kah Choon
- 1.8 YB Dato' Mohd Sayuthi Bin Bakar
- 1.9 YB Zabidah Binti Safar
- 1.10 YBRS. Puan Nor Hasnah Binti Badroddin
- 1.11 YBRS Puan Norul Farhah Binti Mustapha
- 1.12 Encik Mohd Sukri Bin Mat Jusoh

PDC’s Chief Executive Officer (CEO) – Dato’ Aziz Bin Bakar

The above information is extracted from PDC’s website on 3 August 2023.

2(a) Estimated value of the Consideration In Kind and the basis in deriving at the Consideration.

The estimated value of the Consideration in Kind is approximately RM86 million and the basis of the Consideration is derived from the market valuation of the adjoining land.

2(b) Details on the settlement timeline i.e. whether the Consideration In Kind will involve a one-off settlement mode upon completion of the entire reclamation work.

The Consideration In Kind will involve a one-off settlement mode upon completion of the entire reclamation work.

2(c) Whether or not there is/are other alternative mode(s) to replace the Consideration In Kind. If yes, please provide the details accordingly. If not, please explain the recourse available to the Developer in the event the reclamation work is not completed.

There is no other alternative mode to replace the Consideration In Kind. For the recourse available, please refer to 4.9 (b) herein below for the details.

3. To provide more granularity on the 18-month Reclamation Approvals Period and further details on the Reclamation Approvals by specifying the type of approvals/consents/permissions/licenses required together with the name of the respective authorities involved.

List of approvals and authorities involved:-

- 3.1 Approval of overall Master plan including reclamation of land – PLANMalaysia Pulau Pinang (PMPP)
- 3.2 EIA approval – Jabatan Alam Sekitar Pulau Pinang (JAS);
- 3.3 Hydraulic study approval – Jabatan Pengairan & Saliran Pulau Pinang (JPS);

- 3.4 Geotechnical approval – Jabatan Mineral & Geosains Pulau Pinang (JMG);
- 3.5 Traffic Impact Assessment (TIA) approval – Jabatan Kerja Raya Pulau Pinang (JKR);
- 3.6 Road Safety Auditor (RSA) approval – Jabatan Kerja Raya Pulau Pinang (JKR);
- 3.7 Social Impact Assessment (SIA) approval - PLANMalaysia Pulau Pinang (PMPP);
- 3.8 Planning approval for Reclamation – Majlis Bandaraya Pulau Pinang (MBPP);
- 3.9 Earthwork approval for Reclamation - Majlis Bandaraya Pulau Pinang (MBPP);

and any other department and/or authority that may deem required by the Government.

- 4. To provide the termination clause(s) of the Agreement together with the relevant penalty clause(s).

If the Developer shall:

- 4.1 fail to deliver to PDC or fail to maintain the validity of the performance bond in accordance with the provision in the Agreement; or
- 4.2 fail to pay any sum of money payable by the Developer under the Agreement; or
- 4.3 delay in commencing the Reclamation Work and if applicable, fail to comply with the rectification plan; or
- 4.4 delay in completing the Reclamation Work or fail to complete the Reclamation Work within the time period set in the Agreement and if applicable, fail to comply with the rectification plan.

PDC shall be entitled at its option to treat the Agreement as having been repudiated by the Developer and to immediately by notice terminate the Agreement.

If the Developer shall:

- 4.5 become insolvent or be unable to pay its debts or admit in writing its inability to pay its debts as they fall due or enter into any composition or arrangement with or for the benefit of its creditors or make a general assignment for the benefit of its creditors or have execution or distress levied on its assets and such execution or distress is not lifted within twenty-one (21) days after it is imposed; or
- 4.6 have an administrator or receiver, or receiver and manager appointed over the whole or any part of its undertaking or assets or have a receiving or adjudicating order made against them; or
- 4.7 breach or be in default of or fail to observe or perform any other terms conditions warranties or stipulations contained in the Agreement on its part to be observed or performed,

PDC shall be entitled to issue a preliminary notice to the Developer to complain of such breach and the Developer shall within thirty (30) days of receipt of such notice, remedy or cure the breach failing which PDC shall be entitled at its option to treat the Agreement as having been repudiated by the Developer and to immediately by notice terminate the Agreement.

Upon the termination of the Agreement, the following provisions shall apply:

- 4.8 if the Developer fails to obtain the Reclamation Approvals before the expiry of the Reclamation Approvals Period or the Reclamation Approvals Extended Period the Developer shall bear the costs of work on the Site.
- 4.9 In respect of the Site, the following shall apply:
 - 4.9(a) the area of land reclaimed in accordance with the terms and conditions of this Agreement is more than PDC's Net Developable Land, PDC shall be entitled to PDC's Net Developable Land absolutely ("PDC's Portion of Reclaimed Land") without being liable to pay or otherwise make to the Developer any payment compensation or allowance for the same, and the balance of the area

reclaimed shall belong to the Developer (“Developer’s Portion of Reclaimed Land”), the Performance Bond shall be returned by PDC to the Developer within thirty (30) days after it has delivered vacant possession of PDC’s Portion of Reclaimed Land free from all encumbrances whatsoever to PDC, thereafter the Developer is permitted to apply at its own cost and expense to the Relevant Authorities for the alienation and issuance of the individual document of title for the Developer’s Portion of the Reclaimed Land for a term of 99 years (or any tenure as approved by the Relevant Authorities) subject to all conditions of title, restrictions in interest and category of land imposed by the Relevant Authorities and/or implied by the National Land Code (Revised – 2020) , provided that a Certificate of Practical Completion can be and has been issued thereof; or

- 4.9(b) the area of land reclaimed in accordance with the terms and conditions of the Agreement is less than PDC’s Net Developable Land, all the area so reclaimed shall belong to PDC absolutely (“PDC’s Portion of Reclaimed Land”) and the Developer agrees to pay to PDC a sum equivalent to the difference between the Estimated Reclamation Cost of PDC’s Net Developable Land had this Agreement not been terminated and the Reclamation Cost of PDC’s Portion of the Reclaimed Land, as agreed liquidated damages (and the parties hereby warrant that it shall be deemed to be a genuine pre-estimate of damage and reasonable compensation therefor and the parties hereby expressly agree that Section 75 of the Contracts Act 1950 shall not apply). The parties hereto agree that the payment terms of the aforesaid agreed liquidated damages shall be mutually agreed upon by the parties.

This announcement is dated 3 August 2023.