

**ADVANCE SYNERGY BERHAD (“ASB”)  
PROPOSED ACQUISITION OF OFFICE PREMISE FROM A RELATED PARTY BY  
ANTARA HOLIDAY VILLAS SDN BHD, AN INDIRECT WHOLLY-OWNED  
SUBSIDIARY OF ASB**

**Contents:-**

Further to our announcement dated 17 August 2012 concerning the proposed acquisition of an office premise bearing the postal address of B-16-8, Megan Avenue II, No. 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur for a cash consideration of RM2,200,000.00 (“Purchase Price”) by Antara Holiday Villas Sdn Bhd (“Purchaser”), an indirect wholly-owned subsidiary of ASB, from ASH Holdings Sdn Bhd (“Vendor”) (“Proposed Acquisition”), we wish to inform that the Purchaser had on 14 September 2012 entered into a Sale and Purchase Agreement (“SPA”) with the Vendor for the Proposed Acquisition.

**Additional Salient Terms of the Proposed Acquisition**

Pursuant to the SPA, the following are the additional salient terms of the Proposed Acquisition apart from those stated in Section 2.1 of our announcement on 17 August 2012:-

- a. The Proposed Acquisition is subject to the existing Tenancy Agreement dated 1 January 2009 (“the Tenancy Agreement”) entered into between the Vendor and Langkawi Holiday Villa Sdn Bhd (“the Tenant”), a related company of the Purchaser, whereby the Vendor as Landlord and the Tenant has taken the tenancy of the said office premise upon the terms and conditions therein contained.
- b. Simultaneously with the execution of the SPA, a Deed of Novation cum Assignment has been signed between the Vendor, the Purchaser and the Tenant whereby upon delivery of legal possession of the said office premise to the Purchaser, all the Vendor’s rights, interest obligations and responsibilities under the Tenancy Agreement shall be novated and assigned in favour of the Purchaser.
- c. The Vendor shall deliver legal possession of the said office premise to the Purchaser on the next day following the receipt by the Purchaser’s solicitor of the balance purchase price amounting to RM1,980,000.00 (“Balance Purchase Price”) together with all interest, if any, payable on the Balance Purchase Price and the payment of apportionment.
- d. Subject to the Purchaser having complied with its obligations pursuant to the terms and conditions of the SPA, if the Vendor shall fail, neglect or refuse to comply with any of its undertakings and covenants on its part stated therein to be performed and it has not been or is not capable of remedy within five (5) business days of notification by the Purchaser, the Purchaser shall be entitled, at any time thereafter while such default subsists, to take such action as may be available to the Purchaser at law to enforce specific performance and claim all ancillary relieves or to terminate the SPA and to claim an amount equivalent to 10% of the Purchase Price (“Deposit”) as liquidated damages from the Vendor and all costs incurred by the Purchaser in connection with the Proposed Acquisition or to grant further extension of time for the Vendor to fulfill or perform its obligations therein.
- e. Subject to the Vendor having complied with its obligations pursuant to the terms and conditions of the SPA, if the Purchaser shall fail, neglect or refuse to comply with any of its undertakings and covenants on its part stated therein to be performed or fail to pay the Purchase Price in accordance with the terms and conditions of the SPA, the SPA shall be terminated and the Vendor shall be entitled to forfeit the Deposit as agreed liquidated damages.

**Documents available for inspection**

In addition to the letters/reports available for inspection as mentioned in our announcement dated 17 August 2012, a copy of the SPA is also available for inspection at the registered office of ASB at Level 3, East Wing, Wisma Synergy, No. is 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan during ordinary office hours from Monday to Friday for a period of 3 months from the date of this announcement.

This announcement is dated 14 September 2012.