GENERAL ANNOUNCEMENT::ANNOUNCEMENT BY SUBSIDIARY COMPANY, TIEN WAH PRESS HOLDINGS BERHAD

Issuer & Securities

Issuer/ Manager
NEW TOYO INTERNATIONAL HOLDINGS LTD

Securities
NEW TOYO INT HLDGS LTD - SG1E32850828 - N08

Stapled Security
No

Announcement Details

Announcement Title
General Announcement

Date &Time of Broadcast
01-Oct-2026 19:50:15

Status
New

Announcement Sub Title
ANNOUNCEMENT BY SUBSIDIARY COMPANY, TIEN WAH PRESS HOLDINGS BERHAD

Announcement Reference
SG261001OTHR47O6

Submitted By (Co./ Ind. Name)
Lee Wei Hsiung

Designation
Company Secretary

Description (Please provide a detailed description of the event in the box below)
Please refer to the attachments.

Attachments

NTIH - BPJ.pdf

TWPH Announcement - BPJ.pdf

Total size =936K MB

NEW TOYO INTERNATIONAL HOLDINGS LTD
Company Registration No.: 199601387D

TIEN WAH PRESS HOLDINGS BERHAD – PROPOSED ACQUISITION BY PT BINTANG PESONA JAGAT, AN INDIRECT 51%-OWNED SUBSIDIARY OF TWPH, OF FIVE (5) PARCELS OF LAND TOGETHER WITH THE BUILDINGS ERECTED THEREON IN MALANG, INDONESIA, FROM PT BENTOEL PRIMA ("Proposed Acquisition")

The Board of Directors of New Toyo International Holdings Ltd (the "**Company**") wishes to announce that its subsidiary listed on Bursa Malaysia, Tien Wah Press Holdings Berhad ("**TWPH**"), has today issued an announcement on the above matter, a copy of which is enclosed for information.

Chapter 10 of the Listing Manual

Chapter 10 of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") is applicable to an acquisition or a disposal of assets by an issuer or a subsidiary that is not listed on the SGX-ST or an approved exchange. As the Proposed Acquisition is undertaken by TWPH, a subsidiary of the Company listed on Bursa Malaysia, the Proposed Acquisition does not fall within the ambit of Chapter 10 of the SGX-ST Listing Manual.

Interests of Directors and Controlling Shareholders

None of the directors or controlling shareholders of the Company have any interest, direct or indirect (other than through their shareholdings in the Company), in the Proposed Acquisition.

By Order of the Board
Lee Wei Hsiung
Company Secretary
1 October 2026

TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) : NON RELATED PARTY TRANSACTIONS TIEN WAH PRESS HOLDINGS BERHAD ("TWPH" OR "THE COMPANY") - PROPOSED ACQUISITION BY PT BINTANG PESONA JAGAT ("BPJ"), AN INDIRECT 51%-OWNED SUBSIDIARY OF TWPH, OF FIVE (5) PARCELS OF LAND TOGETHER WITH THE BUILDINGS ERECTED THEREON IN MALANG, INDONESIA, FROM PT BENTOEL PRIMA ("PTBP")

TIEN WAH PRESS HOLDINGS BERHAD

Type	Announcement
Subject	TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) NON RELATED PARTY TRANSACTIONS
Description	TIEN WAH PRESS HOLDINGS BERHAD ("TWPH" OR "THE COMPANY") - PROPOSED ACQUISITION BY PT BINTANG PESONA JAGAT ("BPJ"), AN INDIRECT 51%-OWNED SUBSIDIARY OF TWPH, OF FIVE (5) PARCELS OF LAND TOGETHER WITH THE BUILDINGS ERECTED THEREON IN MALANG, INDONESIA, FROM PT BENTOEL PRIMA ("PTBP")

The Board of Directors of TWPH wishes to announce that BPJ, an indirect 51%-owned subsidiary of TWPH, had on 1 October 2026 entered into a Binding Sale and Purchase Agreement ("**Agreement**") with PTBP for the proposed acquisition of five (5) parcels of land measuring approximately 23,393 square metres in aggregate, together with the buildings erected thereon, located in Malang, Indonesia, for a cash purchase consideration of IDR150,000,000,000 (the "**Purchase Price**"), subject to the terms as stipulated in the Agreement ("**Proposed Acquisition**").

Please refer to the attached file for further details of the Proposed Acquisition.

This announcement is dated 1 October 2026.

Please refer attachment below.

Attachments

Proposed Acquisition - Binding Sale and Purchase.pdf
587.8 kB

Announcement Info

Company Name	TIEN WAH PRESS HOLDINGS BERHAD
Stock Name	TIENWAH
Date Announced	01 Oct 2026
Category	General Announcement for PLC
Reference Number	GA1-18082026-00035

TIEN WAH PRESS HOLDINGS BERHAD ("TWPH" OR "THE COMPANY")
NON-RELATED PARTY TRANSACTION

- **Proposed Acquisition by PT Bintang Pesona Jagat, an indirect 51%-owned subsidiary of TWPH, of five (5) parcels of land together with the buildings erected thereon in Malang, Indonesia, from PT Bentoel Prima**

1. INTRODUCTION

The Board of Directors ("**Board**") of the Company wishes to announce that PT Bintang Pesona Jagat ("**BPJ**" or "**Second Party**"), an indirect 51%-owned subsidiary of TWPH, had on 1 October 2026 entered into a Binding Sale and Purchase Agreement ("**Agreement**") with PT Bentoel Prima ("**PTBP**" or "**First Party**") for the proposed acquisition of five (5) parcels of land measuring approximately 23,393 square metres in aggregate, together with the buildings erected thereon, located in Malang, Indonesia, as further described in Section 2.3 of this announcement ("**Land and Building**"), for a cash purchase consideration of IDR150,000,000,000 (equivalent to approximately RM34,071,860) only (the "**Purchase Price**"), subject to the terms as stipulated in the Agreement ("**Proposed Acquisition**").

(The First Party and the Second Party are collectively referred to as the "**Parties**" and each a "**Party**".)

BPJ is currently leasing the factory from PTBP at a rental of IDR513,989,194 (equivalent to approximately RM116,750) only per month, payable on a quarterly basis. The Proposed Acquisition will enable BPJ to continue operating from the Land and Building without relocating its operations upon expiry of the existing tenancy arrangements.

**Foreign currency translation rate used throughout this announcement as at 1 October 2026 is RM1.00 = IDR4,402.46*

2. PROPOSED ACQUISITION

2.1 Information on BPJ

BPJ is a limited liability company duly established under the law of the Republic of Indonesia on 27 September 2006 and having its legal domicile in Kota Malang. BPJ is principally engaged in the provision of printing services for tobacco packaging and packaging services in general. The authorised capital is IDR200,000,000,000 (IDR = Indonesian Rupiah) which is divided into 200,000 ordinary shares, each of which having a nominal value of IDR1,000,000. The issued and paid-up capital is IDR114,770,000,000 which is divided into 114,770 ordinary shares, each of which having a nominal value of IDR1,000,000. The Directors of BPJ are Lee Chee Whye and Foo Jee Teng. The sole commissioner is Angela Heng Chor Kiang.

BPJ is a 99.99%-owned subsidiary of MEIL and the remaining 0.01% of the total number of issued shares is owned by Max View Holdings Limited ("**MVHL**"), a wholly owned subsidiary of MEIL. Accordingly, BPJ is

effectively a wholly-owned subsidiary of MEIL and an indirect 51%-owned subsidiary of TWPH. The remaining 49% equity interest in MEIL is held by New Toyo International Holdings Ltd ("**NTIH**"), the holding company of TWPH.

Based on the management accounts of BPJ as at 31 December 2025, the key financial information is as follows:

	IDR'000	**Approximate RM'000**
Revenue	473,312,619	107,511
Profit / (Loss) after Tax	20,381,615	4,630
Net Assets	184,335,975	41,871
Total Assets	431,848,839	98,093

2.2 Information on PTBP

PTBP is a limited liability company duly established under the law of the Republic of Indonesia on 11 March 1993. PTBP is principally engaged in manufacturer of high quality cigarette products. The share capital is 185,000,000 Series A shares of IDR1,000 each and 555,000,000 Series B shares of IDR500 each. The Directors of PTBP are Novy William Steady Lumentut, Thomas Cristian, Sylvia Dwiyani Gunawan, Syed Shamil Naqvi, Veronika Barabash. The sole commissioner is Dinar Shinta Ulie.

The shareholders of PTBP and their respective direct shareholdings are as follows:

Shareholders	**Series A shares of IDR1,000 each**	**Series B shares of IDR500 each**	**%**
PT. Bentoel Internasional Investama	184,999,999	555,000,000	99.99
PT. Karya Ceria Sukses	1	-	0.01
Total	185,000,000	555,000,000	100.00

2.3 Information on the Land and Building

The Land and Building comprises five (5) parcels of land measuring approximately 23,393 square metres in aggregate, together with the buildings erected thereon, located at East Java Province, Malang Regency, Singosari District, Banjararum Village, along with all and everything that stands and is

planted on it, both those that exist now and those that will exist/will be built locally, known as Land and Building in Jalan Perusahaan No. 48 (hereinafter referred to as "**Land and Building**").

PTBP is the sole legal and registered proprietor of the Land and Building. The details of the Land and Building are set out below:

Subject land and building	:	Building Use Rights Certificate with Land Identification Number ("**NIB**") 12.30.000101736.0
Land area	:	Approximately 10,525 square metres
Registered use / category	:	*Perusahaan*
Existing use	:	Factory / Office
Restrictions, encumbrances and material endorsements	:	Nil
Tenure of Land	:	Hak Guna Bangunan ("**HGB**") title expiring on 24 September 2044 issued by the Malang Regency Land Office
Approximate age of building	:	18
Net book value	:	IDR5,247,720,172 (equivalent to approximately RM1,191,997) only (based on the audited financial statements for the financial year ended 31 December 2025)

Subject land and building	:	Building Use Rights Certificate with NIB 12.30.000101741.0
Land area	:	Approximately 6,644 square metres
Registered use / category	:	*Perusahaan*
Existing use	:	Factory / Office
Restrictions, encumbrances and material endorsements	:	Nil
Tenure of Land	:	HGB title expiring on 24 September 2044 issued by the Malang Regency Land Office
Approximate age of building	:	18
Net book value	:	IDR3,378,569,154 (equivalent to approximately RM767,428) only (based on the

		audited financial statements for the financial year ended 31 December 2025)

Subject land and building	:	Building Use Rights Certificate with NIB 12.30.000029190.0
Land area	:	Approximately 4,440 square metres
Registered use / category	:	*Perusahaan*
Existing use	:	Factory / Office
Restrictions, encumbrances and material endorsements	:	Nil
Tenure of Land	:	HGB title expiring on 1 March 2045 issued by the Malang Regency Land Office
Approximate age of building	:	19
Net book value	:	IDR2,221,677,307 (equivalent to approximately RM504,645) only (based on the audited financial statements for the financial year ended 31 December 2025)

Subject land and building	:	Building Use Rights Certificate with NIB 12.30.000126826.0
Land area	:	Approximately 663 square metres
Registered use / category	:	*Perusahaan*
Existing use	:	Factory / Office
Restrictions, encumbrances and material endorsements	:	Nil
Tenure of Land	:	HGB title expiring on 5 April 2041 issued by the Malang Regency Land Office
Approximate age of building	:	15
Net book value	:	IDR984,334,055 (equivalent to approximately RM223,587) only (based on the audited financial statements for the financial year ended 31 December 2025)

Subject land and building	:	Building Use Rights Certificate with NIB 12.30.000101738.0
Land area	:	Approximately 1,121 square metres

Registered use / category	:	*Perusahaan*
Existing use	:	Factory / Office
Restrictions, encumbrances and material endorsements	:	Nil
Tenure of Land	:	HGB title expiring on 26 June 2041 issued by the Malang Regency Land Office
Approximate age of building	:	15
Net book value	:	IDR1,077,576,637 (equivalent to approximately RM244,767) only (based on the audited financial statements for the financial year ended 31 December 2025)

#The Land and Building was valued by KJPP Yufrizal, Deny Kamal dan Rekan, an independent valuer appointed by TWPH, at a market value of IDR164,646,640,000 (equivalent to approximately RM37,398,782) only, as at the valuation date of 25 August 2025, using the cost method of valuation pursuant to the valuation report dated 19 September 2025.

The land is held under Hak Guna Bangunan ("**HGB**") titles with expiry dates ranging from 2041 to 2045. Under the prevailing Indonesian land regulations, the HGB titles are generally eligible for extension for up to 20 years and subsequent renewal for a further period (currently up to 30 years), subject to compliance with applicable laws and approval by the Indonesian Land Office ("**BPN**").

2.4 Salient Terms and Conditions of the Agreement

The salient terms and conditions of the Agreement include, amongst others, the following:

(1) The sale and purchase price of the Land and Building above is agreed at IDR150,000,000,000, excluding Value Added Tax of IDR16,500,000,000, which amount is paid by the Second Party to the First Party with the following details:

- First Payment of IDR15,000,000,000, shall be paid by the Second Party at the time of execution of this deed.
  Upon receipt of such payment, this deed shall simultaneously constitute valid proof of receipt of the first payment (receipt);

- The Second Party shall pay the remaining balance to the First Party amount of IDR150,916,250,000, which amount has been deducted by the land certificate consolidation fee of IDR340,000,000 and the Notary fee of IDR243,750,000. Such full payment shall be made prior to or on the same date as the execution of the Deed of Sale and Purchase ("**Akta Jual Beli"** or "**AJB**"), the implementation of which shall be carried out after the boundary adjustment process for Building Use Rights Certificate (HGB) No. 1024/Banjararum Village has been completed.

  For which acceptance will be made a separate receipt.

The execution of the AJB and the full payment shall be carried out in accordance with the schedule agreed upon by the Parties ("**Fulfillment of Payment**").

Which has been known and accepted by the First Party.

(2) The AJB mentioned above will be executed at a later date before the authorised Land Deed Official, and will be executed by the Second Party after full payment has been made, subject to the customary terms and conditions for land sales and purchases, which terms and conditions are known by the parties.

The First Party is willing to assist the Second Party in completing the necessary requirements for the transfer of title to the Second Party.

(3) The First Party guarantees that:

a. That the First Party is the sole legal owner entitled to sell it.
b. That the property in question is currently free from encumbrances and legal disputes, and is not burdened by any encumbrances.
c. The Second Party will not receive any claims and/or lawsuits from any party regarding the object of sale and purchase.
d. That the object of the sale and purchase has not been gifted, sold, and/or its documents have never been reported lost.

The Second Party may not sue the First Party regarding defects, whether visible or invisible, in what is intended.
The Parties agree that the First Party must hand over the sale and purchase object above to the Second Party no later than the time of payment.

(4) Starting from when the payment is made in full by the Second Party, what is sold/purchased becomes the property and source of income of the Second Party, thus all profits and losses (including all dangers and risks) from now on are the right/responsibilities of the Second Party full.

2.5 Source of Funds

The Purchase Price will be satisfied entirely in cash through a combination of internally generated funds of TWPH and its subsidiaries ("**TWPH Group**" or "**the Group**") and/or bank borrowings based on its shareholding in BPJ.

PT Bank OCBC NISP, Tbk ("**the Bank**") had vide its Letter of Offer dated 11 September 2026 granted a term loan to BPJ to part finance the Proposed Acquisition for ten (10) years with a monthly repayment of IDR1,424,421,230 (equivalent to approximately RM323,551) only ("**Facility**"). The Facility terms are as follows: -

Facility Name	:	Term Loan
Facility Limit	:	IDR120,000,000,000
Facility Type	:	Committed
Loan Purpose	:	Financing for the Purchase of a Factory
Time Period	:	120 Months from disbursement
Availability Period	:	3 months from signing the credit agreement
Interest Rate (IDR)	:	7.5 % p.a. floating
Provision Fee	:	0.50 % Flat
Administration Fee	:	0.10 % Flat

2.6 Liabilities to be Assumed

Save for the obligations relating to the Land and Building arising after completion of the Proposed Acquisition, including financing obligations, applicable taxes, maintenance costs and other ownership-related expenses, there are no other liabilities, including contingent liabilities or guarantees, to be assumed by BPJ pursuant to the Agreement.

3. BASIS AND JUSTIFICATION OF ARRIVING AT THE PURCHASE PRICE

The Purchase Price was arrived at on a willing-buyer willing-seller basis after taking into consideration:

(a) The market value of the Land and Building of IDR164,646,640,000 as appraised by an independent valuer, namely KJPP Yufrizal, Deny Kamal dan Rekan in its valuation report dated 19 September 2025;

(b) The location, tenure, existing use, condition and size of the Land and Building and the buildings erected thereon;

(c) BPJ's existing operations at the Land and Building and the costs and operational disruption that may arise if BPJ is required to relocate; and

(d) The strategic importance of the Land and Building to BPJ's existing and prospective business operations.

4. RATIONALE AND BENEFITS OF THE PROPOSED ACQUISITION

The Proposed Acquisition is expected to:

(a) Enable BPJ to continue operating from its existing production facility beyond the expiry of the current lease arrangements;

(b) Support BPJ's participation in the BAT tender for the proposed five (5)-year supply contract covering the period from 2027 to 2031;

(c) Avoid substantial relocation costs and potential disruption to BPJ's operations;

(d) Improve logistics efficiency, as the Land and Building is located opposite BAT's factory; and

(e) Provide BPJ with long-term ownership and use of operational property.

5. PROSPECTS OF TWPH GROUP

The Proposed Acquisition is expected to support the continuity of BPJ's existing operations and strengthen its ability to participate in future supply tenders. Nevertheless, the future performance of BPJ and the Group will depend on, among others, the award and performance of customer contracts, market conditions,

financing costs and the materialisation of the risks set out in Section 6 of this announcement

6. RISK FACTORS

The material risks associated with the Proposed Acquisition include the following:

(a) Land title and consolidation risk – The Land and Building comprises five (5) separate HGB titles. BPJ intends to consolidate certain titles following completion. However, the parcel held under Building Use Rights Certificate No. 1024 cannot be consolidated with the other titles because it is separated by public drainage owned by the local government. There is no assurance that the intended consolidation will be completed within the expected timeframe or without additional costs.

(b) Financing and interest-rate risk – BPJ's ability to service the term loan will depend on its future cash flows and financial performance. As the interest rate is floating, an increase in the applicable interest rate may increase BPJ's financing costs and adversely affect its financial performance.

7. EFFECTS OF THE PROPOSED ACQUISITION

(a) Share capital and substantial shareholders' shareholdings – The Proposed Acquisition will not have any effect on the issued share capital or substantial shareholders' shareholdings of the Group, as the Purchase Price will be satisfied entirely in cash.

(b) Earnings and earnings per share – The Proposed Acquisition is not expected to have any material effect on the consolidated earnings and earnings per share of the Group for the financial year ending 31 December 2026, except for acquisition-related expenses, depreciation and finance costs to be recognised following completion.

(c) Net assets per share and gearing – The Proposed Acquisition is not expected to have any material effect on the consolidated net assets per share of the Group for the financial year ending 31 December 2026. However, the Group's gearing is expected to increase following the drawdown of bank borrowings to part-finance the Proposed Acquisition.

8. HIGHEST PERCENTAGE RATIO APPLICABLE

The highest percentage ratio applicable to the Proposed Acquisition pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Bursa Securities**") is 13.38% derived from the value of the consideration for the Proposed Acquisition compared with the net assets of the Group based on the audited consolidated financial statements of TWPH for the financial year ended 31 December 2025.

9. APPROVAL REQUIRED

The completion of the Proposed Acquisition is subject to the fulfilment of the applicable requirements under Indonesian law, including the execution and registration of the AJB, tax validation and the relevant land registration or title transfer processes with the competent Indonesian authorities.

Save for the foregoing, the Proposed Acquisition is not subject to the approval of the shareholders of TWPH or any regulatory authorities.

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

None of the Directors or major shareholders and/or persons connected with a Director and major shareholder of TWPH Group has any interest, direct or indirect, in the Proposed Acquisition.

11. STATEMENT BY THE BOARD AND AUDIT AND RISK COMMITTEE

The Board and Audit and Risk Committee of the Company, having reviewed and considered all aspects of the Proposed Acquisition, are of the opinion that the Proposed Acquisition is in the best interest of the Group, fair, reasonable and on normal commercial terms, and not detrimental to the interests of the minority shareholders of the Company.

The Board and Audit and Risk Committee did not seek an independent advice in forming their views in respect of the Proposed Acquisition.

12. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to the fulfilment of the terms and applicable requirements under the Agreement, the Proposed Acquisition is expected to be completed by 31 December 2026.

13. DOCUMENTS AVAILABLE FOR INSPECTION

The Agreement will be available for inspection at the registered office of TWPH at during office hours from Mondays to Fridays (except public holidays) at 12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia for a period of three (3) months from the date of this announcement.

This announcement is dated 1 October 2026.