



ASPEN (GROUP) HOLDINGS LIMITED
Company Registration No.: 201634750K
(Incorporated in the Republic of Singapore)

RELEASE OF MEDIA STATEMENT IN RELATION TO BKIP2 RFP EXERCISE

The Board of Directors (the “**Board**”) of Aspen (Group) Holdings Limited (the “**Company**”, and together with its subsidiaries, “**Aspen**”) refers to the Company’s announcement dated 2 December 2024 and the recent remarks made at the Penang state assembly sitting and the subsequent media reports (the “**Remarks**”) in relation to the Request for Proposal (“**RFP**”) called by the Penang Development Corporation for the development of Batu Kawan Industrial Park 2 (“**BKIP2**”).

The Board wishes to inform that the Company has released a media statement titled “Clarification on Matters Relating to the BKIP2 RFP Exercise” dated 22 May 2026 to provide a response in relation to the Remarks. A copy of the Media Statement is appended herewith for reference.

BY ORDER OF THE BOARD

Aspen (Group) Holdings Limited

Dato’ Murly Manokharan
President and Group Chief Executive Officer
22 May 2026



FOR IMMEDIATE RELEASE

22 May 2026

**MEDIA STATEMENT BY ASPEN (GROUP) HOLDINGS LIMITED
CLARIFICATION ON MATTERS RELATING TO THE BATU KAWAN INDUSTRIAL PARK 2 (BKIP2)
REQUEST FOR PROPOSAL (RFP) EXERCISE**

Aspen (Group) Holdings Limited (“Aspen”) is a Penang-headquartered company and the pioneer developer of Batu Kawan. Long before Batu Kawan became the thriving industrial and commercial hub it is today, Aspen undertook substantial commercial and developmental risks during the most challenging and nascent stage of its development.

Through Aspen Vision City, Aspen anchored the early growth of Batu Kawan, committing billions of Ringgit in investment and spearheading the most difficult task of any development landscape, establishing confidence where none yet existed. The progress and success that Batu Kawan enjoys today was built, in part, on the foundations laid by Aspen during those formative years.

That history, and our longstanding commitment to Penang’s development, motivated our consortium’s participation in the Batu Kawan Industrial Park 2 (“BKIP2”) Request for Proposal (“RFP”) exercise in 2024. It is this same commitment, alongside our obligations as a public-listed company to our shareholders and investors, that compels us to issue this statement today.

We had not intended to revisit this matter publicly. More than a year has passed since our submission and we had moved forward. It is only in light of recent public statements, which do not accurately reflect the contents of our proposal, that we consider it appropriate to place the correct facts on record, in the interest of accuracy, transparency, and fairness to our stakeholders.

Aspen fully respects Penang Development Corporation (“PDC”)’s authority as the master developer and landowner of BKIP2. PDC retains the right to determine the outcome of any RFP exercise and to chart the future direction of the BKIP2 development as it sees fit. An RFP is an invitation to submit proposals, and we accept PDC’s prerogative in this regard. The clarifications below are therefore not intended to contest the outcome of the RFP exercise, but solely to clarify factual matters relating to the Consortium’s proposal which have since entered the public domain.

1. Aspen Did Not Participate in Subsequent RFP Exercises

To be precise, Aspen Vision All Sdn Bhd, a subsidiary of Aspen, participated only in the first RFP exercise in 2024, as part of a consortium together with IJM Properties Sdn Bhd and Mettiz Capital Sdn Bhd.(“Consortium”). Aspen did not participate in any subsequent RFP exercises.

The Consortium had previously issued a public statement in December 2024 to address matters arising from its submission at that time, and we reiterate that position for clarity and consistency.

2. The Consortium's Bid Price: RM818 Million Is the Full Cash Return to PDC

The Consortium's bid of RM818 million represented the full guaranteed cash return payable to PDC. No deductions were proposed to be made from this amount.

However, it has been publicly suggested that after accounting for various costs, the effective value of our offer was reduced to approximately RM500 million. This figure is arithmetically and factually incorrect. It is arrived at by treating the proposed enhancements and requests as costs to be borne by PDC and deducted from the Consortium's offer price, when in fact they were not. As we explain in detail below, each of those items was either a cost borne by the Consortium, an additional revenue stream for PDC, or a request that PDC was fully at liberty to decline without any impact on the RM818 million cash return.

The following appears to have been treated as deductions against the Consortium's bid price of RM818 million:

- a) approximately RM200 million estimated as the cost to construct the bridge, notwithstanding that the Consortium had expressly committed to constructing the required bridge as part of the development proposal;
- b) approximately RM150 million for main infrastructure to be connected to the development land, despite the Consortium's proposal merely contemplated that PDC, as landowner of the adjoining BKIP1 development, provide basic infrastructure and utility tapping points to facilitate construction works from which the construction on BKIP2 could commence;
- c) an estimated RM144 million leasehold-to-freehold conversion premium, notwithstanding that any such premium, if approved by the relevant State authorities, would be payable by the Consortium on top of its RM818 million bid and would constitute additional revenue to the State rather than a cost to PDC; and
- d) an estimated RM25 million "opportunity cost" relating to proposed quarry operations, despite the Consortium's proposal expressly contemplating that quarry operations would generate additional commercial returns to PDC and the State, with the commercial terms to be discussed and mutually agreed upon.

The Consortium's bid complied with the requirements of the RFP. As stated in the Consortium's December 2024 clarification, the RFP explicitly recognised that the illustrations provided were intended as guidance, not fixed requirements, and allowed flexibility in proposing enhancements to cash returns and payment timelines.

The Consortium's offer of RM818,163,199.66 was structured on a 42-month accelerated payment timeline, applying the formula provided by PDC in the RFP. The minimum return calculated at RM836,215,570.08 is based on a longer payment timeline of 48 months. The Consortium elected the shorter timeline, delivering PDC faster cash flow, which is precisely what the RFP's incentive structure was designed to encourage. This is not a shortfall. It is PDC's own formula, applied correctly.



Accordingly, the suggestion that the Consortium's proposal carried an effective value substantially lower than RM818 million is incorrect. If anything, the Consortium's proposal contemplated potential additional revenue streams to PDC and the State over and above the RM818 million guaranteed cash return and an accelerated payment timeline.

3. The Bridge Requirement: The Consortium Committed to Build It

The Consortium's proposal explicitly and unambiguously committed to constructing the bridge connecting the BKIP2 site in Ladang Byram/Changkat to Batu Kawan Industrial Park 1 ("BKIP1"), as required under the RFP. Additionally, the Consortium further proposed to build a second bridge within BKIP2 to ensure proper connectivity.

These commitments were clearly set out in the Consortium's RFP submission and form part of the documented proposal submitted to PDC. Any suggestion that the Consortium did not commit to constructing the bridge is inconsistent with the Consortium's proposal.

4. Infrastructure Planning: Engineering Realities Do Not Alter Our Commitment

A separate matter concerns the tapping points for utilities and infrastructure services required for the development of BKIP2. The BKIP2 land is physically separated from the existing BKIP1 land by government reserve land and existing rivers, neither of which form part of the BKIP2 land itself.

In this context, the Consortium's proposal contemplated that PDC, as the landowner of BKIP1 and master developer, was only required to provide a basic connectivity point up to the boundary of BKIP1 land from which the construction on BKIP2 could commence. The Consortium's submission addressed this practical reality accordingly.

To suggest that the Consortium expected PDC to bear infrastructure and utility costs to the tune of RM150 million does not reflect the commercial realities of the Consortium's project proposal. For clarity, the Consortium did not propose for PDC to absorb the development infrastructure costs within the development site.

5. First Right of Refusal: A Common Commercial Practice

The Consortium's proposal included a request for a First Right of Refusal ("FROR") over adjacent PDC land. An FROR is a common commercial practice in large-scale development projects, both globally and within Malaysia, intended to facilitate continuity and long-term planning.

In the context of the Consortium's proposal, which contemplated substantial infrastructure investment, including the construction of the bridge connecting BKIP2 to the wider Batu Kawan development corridor, the proposed FROR reflected the commercial expectation that the Consortium should be afforded an opportunity to participate in the future development of the adjoining land, having undertaken the significant investment and infrastructure commitments required for BKIP2.

To further clarify on the proposed FROR, it would only be triggered in the specific circumstance where PDC decides to offer the adjacent land to a third-party developer for development purposes. If PDC chooses to retain the land or undertake the development itself, the proposed



FROR would not apply. In such circumstance, the proposed FROR would have no bearing whatsoever on PDC's or the State's rights as landowner. In the event that the adjacent land is offered to the Consortium pursuant to the proposed FROR, and the Consortium elects not to exercise such right, PDC would remain at full liberty to deal with the land in such manner as it deems fit, including offering it to any third party or undertaking the development itself.

The proposed FROR did not in any way entitle Aspen to dictate, influence, or interfere with PDC's or the State's strategic decisions relating to the land. The determination of land use, development direction and disposal method would remain entirely and exclusively at the prerogative of PDC and the State. Should the land be offered to the Consortium pursuant to the proposed FROR, it would be subject to commercial terms to be mutually agreed upon and at the then-prevailing market price, with PDC retaining its prerogative to determine the nature and parameters of the future development.

6. Freehold Tenure and Quarry Operations: No Cost to PDC

With regards to the request relating to freehold tenure, it is common practice in Malaysia for a developer and landowner to jointly apply to the relevant State authorities for the conversion of land tenure from leasehold (typically 99 years) to freehold. The decision to approve or reject such an application rest entirely with the State authorities.

If approved, the State typically imposes a conversion premium, which would be payable by the Consortium. This would not represent a cost or reduction to PDC, but revenue to the State. Conversely, if such application were rejected, the Consortium would simply proceed on leasehold basis without affecting the Consortium's guaranteed payment to PDC.

On quarry operations, this was explicitly proposed in the Consortium's submission to support landfilling requirements necessary for the development, accelerate the project timeline and generate additional value for parties. The Consortium's proposal clearly stated that the commercial returns from quarry operations to PDC would be subject to mutual discussion and agreement, positioning it as an additional and separate revenue stream for PDC over and above the RM818 million. To characterise this as PDC forgoing RM25 million "opportunity cost" is not a true reflection of the Consortium's proposal. The quarry was never a deduction, but an additive proposition, one that stood to benefit PDC further.

7. Direct Alienation of Land Title: A Proposal for Efficiency

At the time of the RFP, title to the subject land had yet to be issued to PDC.

The Consortium's proposal suggested that PDC apply for direct alienation of title to the Consortium upon receipt of guaranteed payment for each parcel, rather than undergoing a two-stage process of State alienating the title to PDC and PDC subsequently transferring to the Consortium.

This was proposed purely for administrative and transactional efficiency measure to reduce procedural timelines. It was a request, not a condition. Should PDC decline, the Consortium

would follow the two-stage process without objection. This does not constitute non-compliance with the RFP terms.

8. Shareholding Structure: Internal Reorganisation Is Not Share Flipping

The Consortium comprises three founding shareholders, namely, IJM Properties Sdn. Bhd., Aspen Vision All Sdn. Bhd., and Mettiz Capital Sdn. Bhd.

The Consortium's proposal simply requested that any transfer of shareholding among these three founding members, without introducing any new party, should not require PDC consent. Any introduction of new shareholders or divestment to outside parties would still require PDC's prior approval. It is a practical internal governance provision among known and approved parties, and to characterise it otherwise is a misinterpretation of what was proposed.

9. On RFP Compliance: Proposals Are Designed to Be Discussed

By its very nature, an RFP is an invitation for innovative and customised proposals. Unlike a tender process, it allows bidders to propose alternatives and enhancements, provided these do not compromise the core objectives of the project.

The Consortium had addressed all mandatory financial requirements. The areas noted as non-compliant were, in our view, enhancements and alternatives submitted in good faith, matters that any reasonable engagement would have helped to address and refine.

On the development mix, the RFP specified 70% industrial and 30% mixed use for Plot A, and 100% industrial for Plot B. The Consortium's proposal suggested 100% industrial throughout, including a 400-acre solar farm, on the basis that a fully industrial plan better serves Penang's ESG priorities and long-term manufacturing objectives, and complements the existing mixed-use elements already present within the broader Batu Kawan township, which has its own distinct master planning. This was a substantive proposition worthy of discussion, not a disqualifying deviation.

What is particularly striking, and we say this with genuine concern, is that following the proposal submission, not a single meeting, clarification request, technical query, or engagement discussion was initiated with the Consortium at any point. It must be clearly noted that no post-submission engagement of any kind took place. The Consortium's request for a meeting with PDC to present and clarify the proposal was not accommodated, resulting in the Consortium having no channel through which to respond to any potential queries.

10. Conclusion

Aspen respects PDC's authority and prerogative in relation to the BKIP2 development process and does not seek to challenge the outcome of the RFP exercise.

However, the continued public characterisation of the Consortium's proposal in a manner inconsistent with the proposal documents themselves, if left unaddressed, risks creating an inaccurate public narrative concerning both the Consortium's proposal and the integrity of the underlying RFP process.



PDC is a trusted State agency. Its governance and accountability must not be undermined by narratives that distort the record. For that reason, Aspen considers it important that the Consortium's proposal is accurately represented in the public domain.

In this regard, Aspen wishes to suggest, with the utmost respect, that an independent review be conducted on the Consortium's RFP submission alongside the relevant RFP documents and evaluation process. Such a review would serve the public interest, uphold the standards of transparency and accountability that Penang rightly prides itself on, and allow the facts to speak for themselves. We welcome such scrutiny unreservedly.

We hope the clarifications above have provided a more complete and accurate picture of the proposal. We trust this statement will be received in the constructive spirit in which it is intended.

Aspen enters this next chapter with a clear conscience and an unchanged commitment to Penang's development and economic progress. We look forward, in due course, to future opportunities to contribute to this shared vision.

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About Aspen (Group) Holdings Ltd

Aspen develops residential and mixed-use properties at strategic locations across Malaysia, delivering quality developments underpinned by robust infrastructure and comprehensive amenities at accessible price points. Its flagship project, Aspen Vision City, is a collaborative partnership with Ikano Retail with an estimated gross development value of RM13 billion.

To date, Aspen has successfully launched approximately RM3 billion worth of properties within Aspen Vision City, anchored by IKEA Batu Kawan, the first IKEA store in Northern Malaysia, alongside Klippa, an integrated shopping centre comprising more than 45 prominent brands.

Beyond Aspen Vision City, Aspen holds a portfolio of developments across Penang Island and central Malaysia with a combined gross development value of RM3.5 billion. Upcoming projects, including new phases within Aspen Vision City, represent a projected gross development value of RM5.6 billion. For more information, visit <https://aspen.com.my/>

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