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**LHN
GROUP**

SPACE OPTIMISED

LHN LIMITED

賢能集團有限公司*

(Incorporated in the Republic of Singapore with limited liability)

(Hong Kong stock code: 1730)

(Singapore stock code: 410)

DISCLOSEABLE TRANSACTION UNDER THE HONG KONG LISTING RULES ESTABLISHMENT OF JOINT VENTURE FOR THE AMBER PROPERTY

THE JOINT VENTURE AGREEMENT

The Board is pleased to announce that on 26 November 2020, Coliwoo Holdings, an indirect wholly-owned subsidiary of the Company and the JV Partner established a new joint venture. On the same date, the Joint Venture Agreement was entered into between, among others, Coliwoo Holdings, the JV Partner and the JV Company which sets out the joint venture arrangements for the JV Company. The joint venture has been established for the intention to acquire the Amber Property, namely, the property on 40 and 42 Amber Road, Singapore. As at the date of this announcement, the JV Company has been granted but the Option to Purchase for the Amber Property has yet to be exercised.

LISTING RULES IMPLICATION

As one or more than one of the applicable percentage ratios in respect of the maximum financial contribution of the Group as contemplated under the Joint Venture Agreement is more than 5% and below 25%, the entering into the Joint Venture Agreement constitutes a discloseable transaction for the Company, and is therefore subject to the notification and announcement requirements but exempt from shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

INTRODUCTION

The Board is pleased to announce that on 26 November 2020, Coliwoo Holdings, an indirect wholly-owned subsidiary of the Company, and the JV Partner established a new joint venture. On the same date, the Joint Venture Agreement was entered into between, among others, Coliwoo Holdings, the JV Partner and the JV Company which sets out the joint venture arrangements for the JV Company. The joint venture has been established for the intention to acquire the Amber Property, namely, the property on 40 and 42 Amber Road, Singapore. See "Information about the Parties – Information about the JV Company" below for further details.

* For identification purpose only

THE JOINT VENTURE AGREEMENT

The principal terms of the Joint Venture Agreement are set out below:

- Date** : 26 November 2020
- Parties** : (1) Coliwoo Holdings
(2) the JV Partner
(3) Dr. Audrey Low
(4) the JV Company

For details of background of the parties, please refer to “Information about the Parties” below.

- Agreed Proportions** : The shareholding of the Holders in the JV Company shall be in the proportion set out below:
- Coliwoo Holdings (50%)
 - the JV Partner (50%)

- Share capital** : As at the date of this announcement, each of Coliwoo Holdings and the JV Partner holds one JV Share of S\$1.00, respectively.

On or before the date of completion of the sale and purchase of the Amber Property in accordance with the expression of interest and the terms of the Option to Purchase (being 11 weeks after the date of exercise of the Option to Purchase), or such other date as Parties may mutually agree, the share capital of the JV Company shall then subsequently be progressively increased to S\$1,000,000 only by way of new issue of shares with the Holders applying for the JV Shares in the following manner:

Party	Number of JV Shares	Aggregated Subscription Consideration
Coliwoo Holdings	499,999	S\$499,999
The JV Partner	499,999	S\$499,999

The aggregated consideration for the subscription of shares by each of Coliwoo Holdings and the JV Partner is determined through arm’s length negotiation with reference to the expected minimum paid-up share capital required by the banks for obtaining Third Party Financing based on the Company’s experience.

Coliwoo Holdings and the JV Partner will each satisfy the aggregated subscription consideration of S\$499,999 through their respective internal sources of funding.

- Objective of the JV Company** : The objective of the JV Company shall be confined to:
- (a) the acquisition and ownership of the Amber Property pursuant to the terms of the Option to Purchase to be entered into;
 - (b) (i) the running and operation of the Amber Property as the JV Business, being the Coliwoo co-living business;
(ii) all activities, concerns, functions and matters reasonably incidental thereto; and
 - (c) any business, undertaking or activity incidental to the operation of the business referred to in paragraphs (a) to (b).

- Property management** : Subject to the JV Company obtaining the necessary approvals from the Competent Authorities, the Parties agree that the JV Company shall enter into such agreement as appropriate to appoint Coliwoo Holdings or its appointed nominee to manage the Amber Property as the JV Business in accordance with such terms and conditions as may be imposed by the Competent Authorities, and the by-laws and regulations for the time being in force and applicable.
- The property management agreement to be entered into shall include:
- (i) the JV Company to pay Coliwoo Holdings or its appointed nominee monthly charges of 10% of the JV Company's monthly revenue;
 - (ii) Coliwoo Holdings or its appointed nominee shall provide the overall management of the running and operation of the JV Business;
 - (iii) the JV Company shall run and operate the Amber Property as the JV Business. In doing so, the JV Company shall bear costs related to the day-to-day running and operation of the Amber Property, such as paying for the manpower required (including cleaners, security guards and receptionist);
 - (iv) the JV Company shall hire and pay for the sales and marketing services required to run and operate the JV Property as the JV Business; and
 - (v) the JV Company shall pay for the outgoings, expenses (including capital expenditures) and costs arising from the management of the Amber Property (including cost overruns).
- Trademark** : the Parties agree that Coliwoo Holdings shall procure the right to use the "Coliwoo brand" (the "**Brand**") from its legal owner, LHN Facilities Management Pte Ltd. Such right shall not be in conflict with any obligation that LHN Facilities Management Pte Ltd may owe to any third party and is a non-exclusive royalty-free licence to use the Brand in relation to any sales and marketing services.
- Board composition** : The JV Board shall comprise of two directors, one to be appointed by each of Coliwoo Holdings and the JV Partner. The chairman of the meetings of the JV Board shall rotate between the director appointed by Coliwoo Holdings and the JV Partner on an annual basis.
- A director holding office at the time his appointer ceases to hold shares of the JV Company shall be deemed to have vacated office forthwith without any claim for compensation for loss of office or otherwise except salary and fees (if any) which have accrued.
- Management of the JV Company** : The unanimous decision of the JV Board shall determine the managerial and financial policies of the JV Company, including but not limited to the scope of its activities and operations.
- General meetings** : Notwithstanding anything in the constitutional documents of the JV Company to the contrary, no action of the JV Company shall be taken at any general meeting unless a quorum of Holders is present throughout the meeting. The quorum for all general meetings (including an adjourned meeting) shall be at two Holders including Coliwoo Holdings and the JV Partner, or their representatives or proxies.

First right of refusal : Dr. Audrey Low shall not transfer or dispose all or any of her shares in the JV Partner unless Dr. Audrey Low gives to Coliwoo Holdings notice in writing of a desire to transfer or dispose all or any of her shares in the JV Partner in accordance with the terms of the Joint Venture Agreement.

The notice in writing shall constitute an offer to Coliwoo Holdings to acquire Dr. Audrey Low's shares in the JV Partner on the terms and conditions stipulated therein. If Coliwoo Holdings wishes to accept such offer, it shall give written notice of acceptance of all (or some) of Dr. Audrey Low's shares offered, to Dr. Audrey Low within 30 days.

In respect of shares in the JV Partner not taken up by Coliwoo Holdings, Dr. Audrey Low shall be entitled to transfer such shares to the intended transferee identified in the notice in writing within 90 days of the lapse or rejection of the offer.

If Dr. Audrey Low transfers its shares to the intended transferee identified in the notice of writing pursuant to the above, the Parties acknowledge that they shall negotiate in good faith with each other and the said intended transferee to amend the relevant provisions of this Agreement and the constitutional document of the JV Company in relation to the proportion of shareholding.

Tag along sale : If a Holder (the "**Tag Shareholder**") intends to sell all of its shares to a third party buyer (except a Prohibited Person), subject to other terms and conditions of the Joint Venture Agreement, then the Tag Shareholder must give a sales notice to each other Holder (the "**Offeree**") stating its intention to sell some or all of its shares to the third party buyer (except a Prohibited Person).

The Offeree may within ten business days of receipt of the Sale Notice give notice (the "**Tag Along Notice**") to the Tag Shareholder of its wish to sell the same proportion of the shares held by or on behalf of the Offeree at the date of the sale notice at the same price per share and otherwise on the terms contained in the sale notice.

If no Tag Along Notice is received by the Tag Shareholder from any Offeree within ten business days of receipt of the Sale Notice, then the Tag Shareholder may proceed on the sales. If an Offeree gives a Tag Along Notice to the Tag Shareholder, the Tag Shareholder may only sell its shares if all shares specified in each Tag Along Notice (Tag Along Shares) are sold at the same price per share and on the same terms and conditions as specified in the Sale Notice.

If the third party buyer (except a Prohibited Person) is unwilling or unable to purchase any of the Tag Along Shares, the Tag Shareholder may, contemporaneously with the sale of its shares purchase those Tag Along Shares on the same terms and conditions under the Tag Along Notice if the other Offeree is willing (but without any obligation) to sell.

Permitted transfers : Transfer or disposal made to the other Holder or a Permitted Transferee, provided always that where the Permitted Transferee ceases, or will cease, in relation to the seller of the shares of the JV Company, to be a corporation which wholly-owns, is wholly-owned by or is wholly-owned by the corporation which is wholly owned by such seller, and such seller shall procure that the interests are transferred back to it or to another of its Permitted Transferees prior to the first mentioned Permitted Transferee ceasing to be a corporation which wholly-owns, is wholly-owned by or is wholly-owned by the corporation which is wholly-owned by the said seller.

Restrictions of share transfer : Subject always to any law, listing rules or other requirements of any regulatory authority (including but not limited to the requirements of the Catalist Rules and the Listing Rules) binding on a Holder (the “**Permitted Condition**”), and the prior written consent of the other Holder being obtained, a Holder (the “**Seller**”) shall not be entitled to transfer or dispose all or any of its interest in shares to any person unless:

- (a) it is a permitted transfer referred to above;
- (b) in respect of any transfer or disposal of any Interests to any third party (except a Prohibited Person):
 - (i) the Seller has performed and complied with all its obligations as contemplated under the Joint Venture Agreement;
 - (ii) the sales interests are first offered by the Seller to the other Holder in accordance with the Joint Venture Agreement;
 - (iii) the Permitted Condition shall have been complied with or otherwise fulfilled;
 - (iv) in respect of the sale interests not taken up by the other Holder, the Seller shall be entitled to transfer all (and not part only) of such sale interests to the third party (except a Prohibited Person) identified in the transfer notice within 90 days of the lapse or rejection of the offer, on terms which are no less favourable than those first offered to the other Holder(s).

Funding and financing of the JV Company : The Purchase Price shall be financed through Third Party Financing. In the event that there is insufficient Third Party Financing, the shortfall required shall be financed by the Holders in the Agreed Proportions. The Purchase Price is expected to be funded 20% by the JV Company’s internal sources of funding (including the subscription consideration referred to above, and the shareholders’ loan under the maximum financial consideration as set out below) and 80% through Third Party Financing.

The Holders shall provide, within seven business days from the receipt of debit note or payment request from the JV Company, and in the Agreed Proportions, the necessary funds to enable the JV Company to make the following payments (the “**Initial Payments**”):

- (i) to the seller of the Amber Property, or such other party as may be required by the solicitors of the seller of the Amber Property in accordance with the Option to Purchase;
- (ii) the amount of the ad valorem duty chargeable on the Option to Purchase paid to the Commissioner of Stamp Duties, the Inland Revenue Authority of Singapore; and
- (iii) other costs associated with the purchase of the Amber Property.

If a notice is issued by the JV Board to require funding contribution in the Agreed Proportion, the Holders shall ensure that it contributes its portion of such funding contribution, through shareholders’ loans, within seven business days after receipt of notifications from the JV Company of its portion of such payment amount or no later than three business days prior to the due date for payment to the JV Company of such amount, whichever is the later, or such other date as the JV Board, as the case may be, may determine. If any Holder defaults (the “**Breaching Holder**”) in providing all or any part of its Agreed Proportion of its funding contribution in respect of the JV Company (the “**Short-fall Capital**”), the other Holder (the “**Contributor**”) shall, upon such default by the breaching Holder, have the obligation to contribute the whole or part of the Short-fall Capital by way of shareholders’ loans (the “**Substitute Contribution**”).

Guarantees for financing : Coliwoo Holdings and the JV Partner shall provide guarantee for Third Party Financing severally in the Agreed Proportions.

Shareholders' loans : The Holders undertake with each other and with the JV Company to contribute in the Agreed Proportions that any funding required by the JV Company, which is in excess of Third Party Financing, which includes but is not limited to the following:

- (a) not more than 35% of the Purchase Price (plus GST), if the Holders so agree, the Initial Payment and all sums payable by the JV Company to the relevant authorities;
- (b) outgoings and expenses (including capital expenditures) in respect of the Amber Property not covered by third party financing;
- (c) costs arising from the management of the Amber Property (including cost overruns) not covered by third party financing;
- (d) the fees to be included in the property management agreement; and
- (e) such additional funding requirements as determined by the JV Board and approved by the Holders and not covered by Third Party Financing,

and in this connection, the Holders shall severally grant shareholders' loans in the Agreed Proportions and in any other manner resolved by the Board from time to time.

Each shareholders' loan advanced shall bear interest at three (3) percent or at mutually agreed rate, to be accrued annually. Payment of all accrued interest shall be made on such date or dates as the JV Board may decide and shall be made proportionately to all Holders so that no accrued interest in respect of any tranche of a shareholders' loan shall be paid to any Holder in full unless the interest then accrued and owing to the other Holder in respect of that tranche shall at such time also be paid in full and no accrued interest in respect of a tranche shall be paid in part unless all accrued interest then outstanding in respect of that tranche shall be proportionately paid in part to all Holders.

Shareholders' loan may be repaid in whole or in part by the JV Company on such date or dates as the JV Board may decide, provided that (unless the JV Board decides otherwise) repayment shall be made to all Holders in proportion to the outstanding principal amount of each of their respective shareholders' loans.

Advances : The JV Company agrees with and undertakes to the Holders that it shall bear the aggregate amount of any liability incurred by the Holders on behalf of the JV Company arising under or in connection with the Option to Purchase and shall indemnify the Holders for any such payment made by a Holder and agreed to by the other Holder.

Maximum financial contribution : The maximum financial contribution by the Holders (including the subscription consideration for additional shares of the JV Company, the Purchase Price, the guarantees to be provided for Third Party Financing, and the shareholders' loans under the Joint Venture Agreement) shall not exceed:

Party	Maximum financial contribution
Coliwoo Holdings	S\$16,000,000
The JV Partner	S\$16,000,000

Coliwoo Holdings and the JV Partner will finance its shareholders' loans to the JV Company through internal sources of funding.

Breaches and indemnity : If any Holder (the “**Indemnifying Holder**”) breaches any of its payment obligations for the Initial Payments, such Holder shall indemnify the other Holder (the “**Indemnified Holder**”) for all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses whatsoever (including but not limited to all legal costs or attorney’s fees on a full indemnity basis) which the Indemnified Holder may suffer arising from such breach by the Indemnifying Holder, including but not limited to all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses whatsoever (including but not limited to all legal costs or attorney’s fees on a full indemnity basis) without prejudice to any other rights or remedies which the Indemnified Holder may have as a result of the said breach by the Indemnifying Holder.

Any payment required to be made by way of indemnity under this clause must be paid within 30 days of receipt of written notice requesting payment. Any Holder who fails to comply with the notice by the end of the 30 day period shall pay interest to the Holder making the request on any sum or sums which he has not then paid, at the rate of 2% plus prime rate or financing bank rate, whichever is higher, compounded with monthly rests and payable monthly on the last day of each month, provided that if the last day of such month is not a business day, then on the next business day.

The Holder who has given the Undertaking shall be duly indemnified based on the Agreed Proportions by the other Holder in the event of default of payment obligation by the JV Company resulting in the credit providing instructions enforcing the relevant Undertakings.

The Breaching Holder shall be liable to pay to the Contributor, the Substitute Contribution, together with interest at the rate of 2% plus prime rate or financing bank rate, whichever is higher, compounded with monthly rests and payable monthly on the last day of each month, provided that if the last day of such month is not a business day, then on the next business day, or from the date when such Short-fall Capital was due to the JV Company until the date the Breaching Holder contributes the whole of such amount to the Contributor, such repayment by the Breaching Holder to be made within six months from the date of the Substitute Contribution by the Contributor, unless otherwise agreed to by the Contributor in writing. For the avoidance of doubt, the Contributor shall be under no obligation to extend the repayment period beyond the six month period for the Breaching Holder.

In the event repayment of the Substitute Contribution, together with interest accrued hereon, is not repaid by the Breaching Holder to the Contributor, and no extension for repayment has been granted by the Contributor, or such extension as granted by the Contributor has expired, the Contributor or a third party named by the Contributor (other than Prohibited Person) (“**3rd-Party Purchaser**”) shall have the right to purchase the Shares held by the Breaching Holder, subject always to the Permitted Conditions.

Deadlock : If a deadlock arises in that any of the following events has occurred in relation to the JV Company (the “**Deadlock Matter**”):

- (a) no quorum is present at a meeting and its adjourned meeting of the Board duly convened;
- (b) no quorum is present at a shareholders’ meeting and its adjourned shareholders’ meeting duly convened;
- (c) a resolution of the JV Board for the transaction of any business of the JV Company cannot be passed after two successive attempts; or
- (d) a resolution of the Holders for the transaction of any business of the JV Company cannot be passed after two successive attempts;

the JV Board shall, within seven days of the occurrence of such Deadlock Matter, refer the Deadlock Matter to the chief executive officer for the time being of Coliwoo Holdings, in the case of Coliwoo Holdings, and the chief executive officer for the time being of the JV Partner, in the case of the JV Partner, who shall jointly appoint a mediator who shall discuss the matter in good faith and endeavour to resolve the Deadlock Matter amicably within 30 days following the occurrence of the Deadlock Matter (“**CEO Resolution Period**”).

In the event that no mediator can be agreed upon within 30 days of the occurrence of the Deadlock Matter, or the deadlock is not resolved within the CEO Resolution Period, a Holder shall, without prejudice to any other rights and remedies it may have, be entitled to serve within 14 business days after the expiry of 30 days of the occurrence of the Deadlock Matter or the CEO Resolution Period, as the case may be, a notice on the other Holder requiring that the Deadlock Matter be referred to an independent arbitrator for determination and resolution.

- Distribution of income** : Except as may otherwise be agreed in writing by the Holders and subject to any restrictions under the Singapore Companies Act (Chapter 50 of Singapore), the JV Company shall distribute all of its audited profits after taxation (in each of its financial year) which are lawfully available for distribution, subject to its working capital requirements, to its respective Holders in the Agreed Proportions by way of dividend or capital reduction as soon as reasonably practicable after such accounts have been approved by the JV Board.
- Duration and termination** : The Joint Venture Agreement shall take effect from the date of the Joint Venture Agreement, subject to such approval as may be required under the Listing Rules and Catalist Rules, without limit in point of time and shall cease and determine upon the dissolution of the JV Company.

In the context of the Joint Venture Agreement, “business day” refers to a day (other than a Saturday, a Sunday or a gazetted public holiday) on which commercial banks are open for business in Singapore.

INFORMATION ABOUT THE PARTIES

Information about the Company and Coliwoo Holdings

The Company is a real estate management services group, with the expertise and experience to generate value for its landlords and tenants through its expertise in space optimisation, and logistics service provider headquartered in Singapore. The Group currently has three main business segments, namely: (i) space optimisation business; (ii) facilities management business; and (iii) logistics services business, which are fully integrated and complement one another. The Group currently operates mainly in Singapore, Indonesia, Thailand, Myanmar, Hong Kong, Malaysia and Cambodia.

Coliwoo Holdings is an investment holding company which is an indirect wholly-owned subsidiary of our Company.

Information about the JV Partner and Dr. Audrey Low

The principal business activity of the JV Partner is investment holding. The JV Partner and its sole director and sole shareholder, Dr. Audrey Low, are third parties independent from the Company and its connected persons, as well as the Company’s Directors, substantial shareholders and their respective associates (as defined under the Listing Rules and the Catalist Rules), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries. Dr. Audrey Low is a private investor who wishes to participate in the Group’s co-living projects.

Information about the JV Company

As at the date of this announcement, the JV Company has not commenced operations and its registered principal activity is in the operation of serviced apartments. The JV Company has been established for the intention to acquire the Amber Property, namely, the property located at 40 Amber Road, Singapore comprised in Land Lot 99727P of Mukim 25 and 42 Amber Road, Singapore comprised in Land Lot 99728T of Mukim 25, which has a total land area of 1,207.8 square meters and is a freehold property.

Under the Joint Venture Agreement, the Amber Property is intended to be acquired to run the operations of the Coliwoo co-living business by the JV Company.

INFORMATION ABOUT THE AMBER PROPERTY AND THE OPTION TO PURCHASE

The Amber Property is currently a hotel operated by the seller of the Amber Property under the names of Amber Hotel/Amber Hotel Katong. The seller of the Amber Property is an Independent Third Party independent from the Company and its connected persons, as well as the Company's Directors, substantial shareholders, the JV Partner and Dr. Audrey Low, and their respective associates (as defined under the Listing Rules and the Catalist Rules), to the best of the Directors' knowledge, information and belief having made all reasonable enquiries.

On 26 November 2020, the JV Company has been granted the Option to Purchase for the Amber Property at the Purchase Price (being S\$27,000,000, excluding GST). As at 26 November 2020, the JV Company had paid a sum of S\$810,000, being 3% of the Purchase Price, to the seller of the Amber Property as fee for the option.

The sale and purchase of the Amber Property is subject to the JV Company obtaining a written confirmation from the Inland Revenue Authority of Singapore that additional buyer's stamp duty is remitted. If the JV Company cannot obtain such confirmation within four months after the date of the Option to Purchase, or such extended period as the Parties may agree in writing, the JV Company shall be entitled to rescind the Option to Purchase. The Option to Purchase may also be rescinded if the land area of the Amber Property or any part thereof excluding the area required as road reserve is found to be affected by any acquisition or intended acquisition by any government of competent authority in excess of 5% of the total land area of the Amber Property amounting to 1,207.8 square meters, the Option to Purchase may be rescinded at the JV Company's option. If the Option to Purchase is rescinded, the seller of the Amber Property will refund the option fee.

The option will expire at 5 p.m. on the date falling four months after the date of the Option to Purchase and the option will lapse if the JV Company does not accept the option by the expiry. Once the Option to Purchase is accepted by the JV Company, the Option to Purchase will constitute a binding contract for the sale and purchase of the Amber Property at the Purchase Price, and no further contract or agreement is required to be signed.

REASONS FOR ESTABLISHING THE JOINT VENTURE

The entry into the Joint Venture Agreement and the establishment of the joint venture as contemplated under the Joint Venture Agreement would enable the Group to expand its offerings of co-living properties under the space optimisation business segment of the Group and further increase the brand value of COLIWOO of the Group.

The terms and conditions of the Joint Venture Agreement, including the consideration for the subscription of shares of the JV Company and the terms of the shareholders' loans and guarantees to be provided, were arrived at after arm's length negotiations between the JV Parties with reference to their respective shareholding in the JV Company. The Board is of the view that the terms of the Joint Venture Agreement and the transactions contemplated thereunder were negotiated on an arm's length basis between the JV Parties and are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

FINANCIAL EFFECT OF THE JOINT VENTURE

As referred to in "Information about the Parties – Information about the JV Company" above, as at the date of this announcement, the JV Company has not commenced operations.

The JV Company is equity-accounted as a joint venture of the Group. It will not be accounted for as a subsidiary of the Group and its results will not be consolidated into the financial statements of the Group. As such, the entry into the Joint Venture Agreement and the acquisition of the Amber Property is not expected to have any material financial impact on the consolidated liabilities, net tangible asset per share and the consolidated earnings per share of the Group for the financial year ending 30 September 2021.

LISTING RULES IMPLICATION

As one or more than one of the applicable percentage ratios in respect of the maximum financial contribution of the Group as contemplated under the Joint Venture Agreement is more than 5% and below 25%, the entering into the Joint Venture Agreement constitutes a discloseable transaction for the Company, and is therefore subject to the notification and announcement requirements, but exempt from shareholders' approval requirement pursuant to Chapter 14 of the Listing Rules.

CATALIST RULES IMPLICATION

As disclosed above under "Information about the Parties – Information about the Company and Coliwoo Holdings", the Group has three main business segments, namely: (i) space optimisation business; (ii) facilities management business; and (iii) logistics services business, which are fully integrated and complement one another. The entry into the Joint Venture Agreement for the acquisition of the Amber Property is part of the Group's strategy and plan to expand its portfolio of co-living properties of the Group. Profits generated from the Amber Property would be accounted under the Space Optimisation Business. Accordingly, the entry into the Option to Purchase for the purposes of acquiring and operating the Amber Property is in the Group's ordinary course of business.

The disclosure requirements of this announcement in respect of the entry into the Joint Venture Agreement are referenced from Chapter 7 of the Catalist Rules. Being dual-primary listed on both the Catalist of the SGX-ST and the Stock Exchange, the Company has undertaken to comply with the more onerous set of listing rules. Accordingly, this announcement had been prepared in accordance with the disclosure requirements of Chapter 14 of the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Proportions"	the proportion of shareholding interests of the Holders in the JV Company, namely, 50% by Coliwoo Holdings and 50% by the JV Partner
"Amber Property"	being the property located at 40 Amber Road, Singapore comprised in Land Lot 99727P of Mukim 25 and 42 Amber Road, Singapore comprised in Land Lot 99728T of Mukim 25
"Board"	the board of Directors
"Catalist Rules"	Section B: Rules of Catalist of the Listing Manual of the SGX-ST as amended, supplemented or modified from time to time
"Coliwoo Holdings"	Coliwoo Holdings Pte. Ltd., a limited liability company incorporated in Singapore on 7 September 2020 and an indirect wholly-owned subsidiary of the Company
"Company"	LHN Limited (formerly known as LHN Pte. Ltd.) a company incorporated with limited liability on 10 July 2014 under the laws of Singapore, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1730) and Catalist of the SGX-ST (SGX symbol: 410)
"Competent Authority(ies)"	the relevant competent authority(ies) appointed under the Planning Act (Chapter 232 of Singapore)
"Director(s)"	director(s) of the Company
"Dr. Audrey Low"	Dr. Low Bee Lan, Audrey, the beneficial owner of the JV Partner and an Independent Third Party
"Group"	the Company and its subsidiaries
"GST"	Goods and services tax in Singapore (based on the prevailing rate as at the date of the Option to Purchase)

“Holder(s)”	the holder(s) of the share(s) of the JV Company
“Independent Third Party(ies)”	third party(ies) independent from the Company and its connected persons, as well as the Company’s Directors, substantial shareholders and their respective associates (as defined under the Listing Rules and the Catalist Rules)
“Joint Venture Agreement”	the joint venture agreement entered into between Coliwoo Holdings, the JV Partner, Dr. Low Bee Lan, Audrey and the JV Company dated 26 November 2020 in relation to, among others, the joint venture arrangements for the JV Company
“JV Board”	the board of directors of the JV Company
“JV Business”	the business of the JV Company, namely, the Coliwoo co-living business
“JV Company”	Coliwoo East Pte. Ltd., a company incorporated in Singapore with limited liability on 22 September 2020, which is owned as to 50% by Coliwoo Holdings and 50% by the JV Partner with a total share capital of S\$2.00
“JV Parties”	Coliwoo Holdings and the JV Partner
“JV Partner”	Amber42 Pte. Ltd., a company incorporated in Singapore with limited liability on 18 November 2020, an Independent Third Party, and its sole director and shareholder is Dr. Audrey Low
“JV Share(s)”	the issued share(s) in the share capital of the JV Company
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Option to Purchase”	the option to purchase dated 26 November 2020 issued by the seller of the Amber Property, an Independent Third Party, as grantor to the JV Company for the offer to purchase the Amber Property
“Party(ies)”	party(ies) to the Joint Venture Agreement
“Permitted Transferee”	in relation to any Holder, any other corporation which wholly-owns, is wholly-owned by or is wholly-owned by the corporation which is wholly owned by such Holder, and which remains so during the term of the Joint Venture Agreement
“Prohibited Person”	(a) any direct competitor of the other Holder; (b) any person with whom an association would be unlawful or impractical for the JV Company or other Holder (including, without limitation, by virtue of sanctions issued by the European Union, the United States of America, Singapore, or another jurisdiction material to the business of the JV Company or the other Holder); or (c) any person with whom an association would be materially reputationally harmful to the JV Company or the other Holder (including, without limitation, by virtue of a publicised history of criminal conduct of such person, its affiliates, or management), considered relative to the public reputation of the existing Holders and the JV Company.
“Purchase Price”	the purchase price stated in the Option to Purchase for the Amber Property, being S\$27,000,000 (excluding GST)
“Regulatory Authority”	The Stock Exchange or any regulatory authorities including the SGX-ST
“SGX-ST”	Singapore Exchange Securities Trading Limited
“Shareholders”	shareholders of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“S\$”	Singapore dollars, the lawful currency of Singapore
“Third Party Financing”	financing from external sources by way of loans and other credit facilities from banks or other credit providing institutions obtained by the JV Company, on terms reasonably acceptable to the Holders
“Undertakings”	bonds, undertakings, guarantees, indemnities, warranties or other form of security provided for Third Party Financing
“%”	per cent.

By order of the Board
LHN Limited
Lim Lung Tieng
*Executive Chairman and
Group Managing Director*

Singapore, 26 November 2020

As at the date of this announcement, the board of directors of the Company comprises Mr. Lim Lung Tieng and Ms. Lim Bee Choo as executive directors; and Ms. Ch'ng Li-Ling, Mr. Yong Chee Hiong and Mr. Chan Ka Leung Gary as independent non-executive directors.