

YNH PROPERTY BHD (“YNH” OR “COMPANY”)

DISPOSAL OF PROPERTIES/ LAND

1. INTRODUCTION

The Board of Directors of YNH (“**Board**”) wishes to announce that the following wholly-owned subsidiaries of the Company (together with the Company referred as “**YNH Group**”) had entered into Sale and Purchase Agreements (“**SPA**”) with the following Purchasers for the disposal of properties/land (*details of which is set out under item 2.3 of this announcement*) (“**Properties/Land**”) within the past twelve (12) months (“**Disposal**”):-

SPA Name	SPA Date	YNH Group	Purchaser
SPA 1	27 June 2024	Hotel Sfera Sdn Bhd	Kmart Sdn Bhd
SPA 2	27 June 2024	Kar Sin Bhd	Kmart Sdn Bhd
SPA 3	18 October 2024	Kar Sin Bhd	Provigo Sdn Bhd
SPA 4	27 December 2024	Mesra Unggul Sdn Bhd	Invesco Asset Sdn Bhd
SPA 5	27 December 2024	Kar Sin Bhd	Invesco Asset Sdn Bhd

2. DETAILS OF THE DISPOSAL

2.1 Information of YNH Group

(a) Hotel Sfera Sdn Bhd (“**Hotel Sfera**”)

Hotel Sfera is a private limited company incorporated on 4 April 1994 in Malaysia under the Companies Act, 1965 (“**Act**”) with its registered office at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur. Its business office is located at 2479, Jalan Dato’ Yu Neh Huat, Taman Samudera, 32040 Seri Manjung, Perak, Malaysia. Hotel Sfera is an indirect wholly-owned subsidiary of the Company. The principal activity of Hotel Sfera is operation and management of a hotel and its related business and property investment.

As at the date of this announcement, Hotel Sfera has a total paid up share capital of RM3,500,000.00 consisting of 3,500,000 ordinary shares. The Directors of Hotel Sfera are Dato’ Dr. Yu Kuan Chon and Dato’ Yu Kuan Huat.

(b) Kar Sin Bhd (“**Kar Sin**”)

Kar Sin was incorporated as a private limited company on 24 May 1982 in Malaysia under the Companies Act, 1965 (“**Act**”). It was later converted to a public limited company on 7 March 1997. Its registered office is located at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur, while its business office operates at No. 188, Jalan PPMP 3/3, Pusat Perniagaan Manjung Point 3, 32040 Seri Manjung, Perak. Kar Sin is a wholly-owned subsidiary of the Company. The principal activity of Kar Sin is property development and cultivation and sale of oil palm produce.

As at the date of this announcement, Kar Sin has a total paid up share capital of RM102,600,000.00 consisting of 102,600,000 ordinary shares. The Directors of Kar Sin are Dato’ Dr. Yu Kuan Chon and Dato’ Yu Kuan Huat and Datin Dr. Chan Sow Keng as the alternate director to Dato’ Dr. Yu Kuan Chon.

(c) Mesra Unggul Sdn Bhd (“**Mesra Unggul**”)

Mesra Unggul is a private limited company incorporated on 21 November 1996 in Malaysia under the Companies Act, 1965 (“**Act**”) with its registered office at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur. Its business office is located at No. 188, Jalan PPMP 3/3, Pusat Perniagaan Manjung Point 3, 32040 Seri Manjung, Perak. Mesra Unggul is an indirect wholly-owned subsidiary of the Company. The principal activity of Mesra Unggul is property investment and development.

As at the date of this announcement, Mesra Unggul has a total paid up share capital of RM2,300,000.00 consisting of 2,300,000 ordinary shares. The Directors of Mesra Unggul are Dato’ Dr. Yu Kuan Chon and Datin Teh Nai Sim.

2.2 Information of Purchaser

(a) Kmart Sdn Bhd (“**Kmart**”)

Kmart is a private limited company incorporated on 25 March 2024 in Malaysia under the Companies Act, 2016 (“**Act**”) with its registered office at No. 18B, Jalan Gelugor, Klang Financial Square, 41050 Klang, Selangor. Its business office is located at Lot 218 & 219, Jalan Banting KS/05, Taman Perindustrian Sobena Jaya, 42000 Port Klang, Selangor. The principal activity of Kmart is buying, selling, renting and operating of self-owned or leased real estate – non-residential buildings.

As at the date of this announcement, Kmart has a total paid up share capital of RM4.00 consisting of 4 ordinary shares. The Directors of Kmart are Lai Sia Ling, Lai Sak Coon. The shareholders of Kmart with respective shareholding are disclosed as below:-

No.	Shareholder Name	No. of shares (%)
1.	Lai Siek Chuan	1 (25%)
2.	Lai Sia Ling	1 (25%)
3.	Lai Siah Yang	1 (25%)
4.	Lai Sak Coon	1 (25%)

(b) Provigo Sdn Bhd (“**Provigo**”)

Provigo is a private limited company incorporated on 28 August 2024 in Malaysia under the Companies Act, 2016 (“**Act**”) with its registered office at No. 18B, Jalan Gelugor, Klang Financial Square, 41050 Klang, Selangor. Its business office is located at Lot 218 & 219, Jalan Banting KS/05, Taman Perindustrian Sobena Jaya, 42000 Port Klang, Selangor. The principal activity of Provigo is buying, selling, renting and operating of self-owned or leased real estate – non-residential buildings.

As at the date of this announcement, Provigo has a total paid up share capital of RM4.00 consisting of 4 ordinary shares. The Directors of Provigo are Lai Siek Chuan and Lai Siah Yang. The shareholders of Provigo with respective shareholding are disclosed as below:-

No.	Shareholder Name	No. of shares (%)
1.	Lai Siek Chuan	1 (25%)
2.	Lai Sia Ling	1 (25%)
3.	Lai Siah Yang	1 (25%)
4.	Lai Sak Coon	1 (25%)

(c) Invesco Asset Sdn Bhd (“**Invesco**”)

Invesco is a private limited company incorporated on 2 March 2007 in Malaysia under the Companies Act, 2016 (“**Act**”) with its registered office at No. 18B, Jalan Gelugor, Klang

Financial Square, 41050 Klang, Selangor. Its business office is located at Lot 9900, Jalan Batu Empat, Seksyen 36, 40470 Shah Alam, Selangor. The principal activity of Invesco is investment advisory services.

As at the date of this announcement, Invesco has a total paid up share capital of RM2,400,000.00 consisting of 2,400,000 ordinary shares. The Directors of Invesco are Lai Sak Coon and Lai Sia Ling. The shareholders of Invesco with respective shareholding are disclosed as below:-

No.	Shareholder Name	No. of shares (%)
1.	Lai Siek Chuan	600,000 (25%)
2.	Lai Sia Ling	600,000 (25%)
3.	Lai Siah Yang	600,000 (25%)
4.	Lai Sak Coon	600,000 (25%)

Based on the Purchaser's information, the SPAs entered into by the YNH Group involve the same party or parties connected to one another by virtue of common Directors and common major shareholders.

2.3 Information of Properties/ Land

(a) SPA 1 – Hotel Sfera & Kmart

No.	Properties/ Land	Land Area (Square Metres)	Consideration (RM)
1.	Geran 144859 Lot 16944 (formerly held under H.S.(D) 24076 PT 4295), Mukim Lumut, Daerah Manjung, Negeri Perak	1,388	25,000,000.00
2.	Geran 144860 Lot 16943 (formerly held under H.S.(D) 24075 PT 4296), Mukim Lumut, Daerah Manjung, Negeri Perak	4,438	11,000,000.00
TOTAL			36,000,000.00

(b) SPA 2 – Kar Sin & Kmart

No.	Properties/ Land	Land Area (Square Metres)	Consideration (RM)
1.	All that piece of freehold land held under H.S. (D) 29303 PT 13055, Mukim Lumut, Daerah Manjung, Negeri Perak	approximately 4,438.4	3,000,000.00
TOTAL			3,000,000.00

(c) SPA 3 – Kar Sin & Provigo

No.	Properties/ Land	Land Area (Square Metres)	Consideration (RM)
1.	Geran Mukim 5032 Lot 3334, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	9,687	2,224,000.00
2.	Geran Mukim 5034 Lot 3332, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	11,255	2,584,000.00
3.	Geran Mukim 5036 Lot 3337, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	7,082	1,626,000.00
4.	Geran Mukim 4165 Lot 4958, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	6,677	1,533,000.00
5.	Geran Mukim 4166 Lot 4959, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	6,677	1,533,000.00
TOTAL			9,500,000.00

(d) SPA 4 – Mesra Unggul & Invesco

No.	Properties/ Land	Land Area (Square Metres)	Consideration (RM)
1.	Two (2) portions of a piece of land held under H.S.(D) 34391, PT 14646, Mukim Lumut, Daerah Manjung, Negeri Perak:-		
	(i) Plot 1 Land	15,250	10,533,341.50
	(ii) Plot 2 Land	5,210	3,596,244.50
TOTAL			14,129,586.00

(e) SPA 5 – Kar Sin & Invesco

No.	Properties/ Land	Land Area (Square Metres)	Consideration (RM)
1.	H.S.(D) 34533 PT 15075, Mukim Lumut, Daerah Manjung, Negeri Perak	1,015	700,611.50
2.	H.S.(D) 34534 PT 15076, Mukim Lumut, Daerah Manjung, Negeri Perak	246	169,802.50
TOTAL			870,414.00

The total consideration for the Disposal is RM63,500,000.00.

3. RATIONALE FOR THE DISPOSAL

The Disposal represents an opportunity for the Group to unlock the value of and monetise its investments in the Properties/ Land. The Group is expected to record a pro forma net gain of approximately RM23,088,000.

The Disposal will also enable the Group to raise proceeds of RM63.5 million to be utilised for the purpose as set out in Section 7 of this announcement which includes for repayment of outstanding loan and working capital. The utilisation of the said proceeds is expected to contribute positively to the future cash flow of the Group when it materialises.

4. BASIS AND JUSTIFICATION FOR ARRIVING AT THE CONSIDERATION

The Consideration was arrived at on a “willing buyer willing seller” basis based on the negotiation between the parties, after taking into consideration the market value of the Properties/Land by comparing the Properties/Land with similar properties/land that were either transacted recently or listed for sale within the same location or other comparable localities. No valuation was carried out on the Properties/Land for the Disposal.

5. DATE AND ORIGINAL COST OF INVESTMENT

The date and original cost of investment in the Properties/ Land are set out as follows:-

No.	Properties/ Land	Year of investment	Original cost of investment (RM)
1.	Geran 144859 Lot 16944 (formerly held under H.S.(D) 24076 PT 4295), Mukim Lumut, Daerah Manjung, Negeri Perak	1995	5,455,657
2.	Geran 144860 Lot 16943 (formerly held under H.S.(D) 24075 PT 4296), Mukim Lumut, Daerah Manjung, Negeri Perak	1995	5,455,657

3.	All that piece of freehold land held under H.S. (D) 29303 PT 13055, Mukim Lumut, Daerah Manjung, Negeri Perak	1995	354,000
4.	Geran Mukim 5032 Lot 3334, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	2012	901,600
5.	Geran Mukim 5034 Lot 3332, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	2012	1,047,600
6.	Geran Mukim 5036 Lot 3337, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	2012	659,200
7.	Geran Mukim 4165 Lot 4958, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	2012	397,000
8.	Geran Mukim 4166 Lot 4959, Mukim Sayung, Daerah Kuala Kangsar, Negeri Perak	2012	621,500
9.	Plot 1 land held under H.S.(D) 34391, PT 14646, Mukim Lumut, Daerah Manjung, Negeri Perak	1995	5,430,000
10.	Plot 2 land held under H.S.(D) 34391, PT 14646, Mukim Lumut, Daerah Manjung, Negeri Perak	1995	1,855,400
11.	H.S.(D) 34533 PT 15075, Mukim Lumut, Daerah Manjung, Negeri Perak	1995	Nil *
12.	H.S.(D) 34534 PT 15076, Mukim Lumut, Daerah Manjung, Negeri Perak	1995	Nil *

Note

* refer to balance of odd lot arising from sub-division of land for development which original cost has already be expense out in its original development project

6. EXPECTED GAIN FROM THE DISPOSAL

Based on the Company's audited consolidated financial statements for the financial year ended ("FYE") 30 June 2024, the Group is expected to realise a pro forma net gain of approximately RM23,088,000 pursuant to the Disposal as follows:

	RM'000
Disposal consideration	63,500
Less: Net Book Value	(18,536)
Less: Tax	(5,810)
Less: Surplus & Tax effect	(15,195)
Pro forma net gain	23,088

7. UTILISATION OF PROCEEDS

Based on the total disposal consideration of RM63.5 million pursuant to the Disposal, the Company intends to utilise the proceeds received in the following manner:

	(RM)	Estimated utilisation timeframe from receipt of proceeds
Repayment of outstanding loan	17,600,000	12 months
Working capital	45,900,000	12 months
Total	63,500,000	

8. SALIENT TERMS OF THE SPA

The salient terms of the SPAs are set out in Appendix 1 – 5 of this announcement.

9. ASSUMPTION OF LIABILITIES

There are no liabilities, including contingent liabilities and guarantees to be assumed by the Group, arising from the Disposal.

10. RISK OF THE DISPOSAL

The Disposal is not expected to pose any risk factors which could materially and/or adversely affect the business operations and financial performance of the Group. Notwithstanding the above, the Company shall use its best endeavor to ensure that all the terms and conditions set out in the SPAs are met and that the Disposal is completed in a timely manner.

11. FINANCIAL EFFECTS OF THE DISPOSAL

Share Capital and Substantial Shareholders' Shareholdings

The Disposal is not expected to have any effect on the issued share capital and substantial shareholders' shareholdings as the Disposal does not involve the issuance of any new shares in the Company.

11.1 Net asset per share and gearing

- a. The NA per share shall increase from RM2.13 to RM2.17 immediately before and upon completion of the Disposal based on the proforma basis FYE 30 June 2024.
- b. The gearing shall decrease from 0.71% to 0.68% immediately before and upon completion of the Disposal based on the proforma basis FYE 30 June 2024.

	Audited FYE 30.06.2024	Proforma After the Proposed Disposal
	RM'000	RM'000
Share capital	529,000	529,000
Treasury shares	(970)	(970)
Reserves	26,528	26,528
Retained profit	227,284	250,371
Shareholders' equity	781,842	804,929
Perpetual securities	345,284	345,284
Equity attributable to owns of Company	1,127,126	1,150,213
Net borrowings	795,563	777,964
Number of ordinary shares in the Company in issue ('000)	528,487,067	528,487,067
Net Asset ("NA") per share (RM)	2.13	2.17
Gearing (times)	0.71%	0.68%

11.2 Earnings and earnings per share (“EPS”)

	Audited FYE 30.06.2024	Proforma After the Proposed Disposal
	RM'000	RM'000
Loss for the financial year attributable to owners of the Company	(41,454)	(18,367)
(-) Less distribution to holders of perpetual securities	(23,975)	(23,975)
Loss attributable to ordinary equity holders of the Company	(65,429)	(42,342)
Weighted average number of ordinary shares for the computation of basic earnings per share ('000)	528,487,067	528,487,067
Basic loss per ordinary share in sen	(12.37)	(8.00)

12. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances, the Disposal is estimated to be completed by December 2025.

13. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the Disposal under each of the SPA pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad is set out as below:-

SPA Name	Percentage ratio
SPA 1	3.19%
SPA 2	0.27%
SPA 3	0.84%
SPA 4	1.25%
SPA 5	0.08%

The aggregate percentage ratio applicable to the Disposal pursuant to Paragraph 10.12 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad which entered by the Group within the past 12 months is 5.63%.

14. APPROVAL REQUIRED

The Disposal is not subject to the approval of the shareholders of YNH and/or any relevant regulatory authorities.

15. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

None of the Directors and major shareholders of the Company and/or persons connected to the Directors and major shareholders have any interest, whether direct or indirect in the Disposal.

16. DIRECTORS' STATEMENT

The Board of Directors of the Company, after having considered all relevant aspects of the Disposal, including but not limited to the rationale, justification and the financial effects of the Disposal, is of the opinion that the Disposal is in the best interest of the Group.

17. DOCUMENTS FOR INSPECTION

The SPAs are available for inspection at the registered office of the Company at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur, Malaysia from Monday to Friday (except public holidays) during normal business hours for a period of 3 months from the date of this announcement.

This announcement is dated 30 December 2024.

SALIENT TERMS OF THE SPA 1

For the purpose of the following salient terms, the definitions shall be interpreted as follows:

Vendor: Hotel Sfera Sdn Bhd
 Purchaser: Kmart Sdn Bhd

1.4 *Simultaneous completion of sale and purchase*

1.4.1 The parties hereto acknowledge and confirm that the Purchaser has entered into a sale and purchase agreement on or about the date of this Agreement ("**HSD 29303 S/P Agreement**") with **KAR SIN BHD. (REGISTRATION No. 198201005406 (85160-D))** (hereinafter referred to as the "**HSD 29303 Vendor**") in which the HSD 29303 Vendor agreed to sell and the Purchaser agreed to purchase all that piece of freehold land held under H.S.(D) 29303 PT 13055, Mukim Lumut, Daerah Manjung, Negeri Perak ("**HSD 29303 Land**") upon the terms and subject to the condition stated therein.

1.4.2 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser intends to purchase the Properties and HSD 29303 Land simultaneously and shall not be obliged to complete the purchase of the Properties unless the purchase of the Properties and HSD 29303 Land are completed simultaneously. If:

- (a) the transfer of any of the Property is not or cannot be registered at the relevant land authority; or
- (b) the HSD 29303 S/P Agreement is terminated for any reason whatsoever or the transfer of HSD 29303 Land is not or cannot be registered at the relevant land authority,

then, the sale and purchase of the Properties herein shall be deemed not to be completed and the Purchaser shall be entitled to terminate this Agreement and the clauses under the non-completion by the Purchaser and Vendor and Non-Registration of Transfer as stipulated in the Agreement shall apply mutatis mutandis.

1C. *Conditions Subsequent*

1C.1 The Vendor confirms that:-

1C.1.1 the escalators within the ground floor and first floor of a three (3) storey shopping complex bearing postal address No. 2477, Taman Samudera, Jalan Dato' Yu Neh Huat, 32040 Seri Manjung, Perak measuring approximately 88,992 square feet, together with not less than fifty (50) car parks surrounding the shopping complex erected on the land held under Geran 144860 Lot 16943 (formerly known as H.S.(D) 24075 PT 4296), Mukim Lumut, Daerah Manjung, Negeri Perak (herein defined as "**TFVM Demised Premises**") are not in working condition (hereinafter shall be referred to as the "**Escalators**"); and

1C.1.2 new title-in-continuation for each of the Properties have been issued by the relevant land authority (collectively, "**New Titles**").

1C.2 Notwithstanding anything to the contrary herein express or implied, the Vendor shall, within the period of three (3) months from the date of this Agreement, at its own cost and expenses:-

1C.2.1 repair the Escalators and thereafter, to procure the issuance of the Certificate of Fitness in respect of the Escalators pursuant to the Factories and Machinery Act, 1967 of Malaysia (hereinafter shall be referred to as the "**Escalators CF**"); and

1C.2.2 procure and obtain from the relevant land authority, the New Titles.

1C.3 The Vendor's Solicitors shall, immediately upon the fulfillment of Clause 1C.2, deliver to the Purchaser's Solicitors, the following documents:-

1C.3.1 a certified true copy of the Escalators CF; and

1C.3.2 a certified true copy each of the New Titles,

(hereinafter collectively referred to as the “**Relevant Documents**”).

4. *Completion*

4.1 The parties hereto shall on or before the last day of a period of five (5) months from the date of this Agreement, complete the sale and purchase of the Properties in the manner stated in the following provisions of this clause PROVIDED ALWAYS that:-

4.1.1 if the Redemption Statement and/or the Existing Chargee’s Undertaking and/or the Vendor’s Undertaking and/or the Requisite Documents and/or the Shortfall Payment and/or such other requisite documents is/are not delivered in accordance with the provisions of Clause 1C and/or the clause under the redemption sum in the Agreement (herein referred as “Clause 3”) within the prescribed periods referred to in Clause 1C and/or Clause 3 hereof, the aforesaid five (5) months period for the completion of the sale and purchase of the Properties hereunder shall be extended by a period of a duration equal to the number of days elapsed between the expiry of the prescribed periods referred to in Clause 1C and/or Clause 3 until the date on which Clause 1C and/or Clause 3 hereof shall have been fully complied with (hereinafter the aforesaid period of five (5) months from the date of this Agreement for the completion of the sale and purchase of the Properties hereunder shall be referred to as the “**Completion Period**” provided that if there shall be an extension of time under the terms of this Clause 4.1.1 hereof, the expression “Completion Period” shall include the extension of time allowed under the terms of this Clause 4.1.1 hereof) AND PROVIDED FURTHER THAT the Purchaser shall not be obliged or liable to the Vendor pay any moneys or interest or other consideration whatsoever for such extension of time allowed under the foregoing provisions of this Clause 4.1.1 hereof, it being agreed that the compliance with Clause 1C and/or Clause 3 hereof shall be the Vendor’s obligation; and

4.1.2 Subject to Clause 4.1.1 hereof, if the Purchaser for any reason whatsoever requires an extension of time to complete its purchase of the Properties, the Purchaser shall be entitled to an automatic extension of one (1) month commencing on the day immediately following the last day of the Completion Period (hereinafter such extension period of one (1) month shall be referred to as the “**Extended Completion Period**”) subject to the Purchaser’s payment of interest on the amount of the Balance Purchase Price outstanding as at the last day of the Completion Period calculated at the rate of eight percent (8%) per annum from the first day of the Extended Completion Period until the date on which the Purchase Price shall have been paid by or on behalf of the Purchaser in full PROVIDED FURTHER that if the Vendor received the written request from the Purchaser’s Solicitors for the Redemption Statement and/or the Existing Chargee’s Undertaking and/or the Vendor’s Undertaking and/or the Shortfall Payment and/or Requisite Documents during the Extended Completion Period and the Redemption Statement and/or the Existing Chargee’s Undertakings and/or the Vendor’s Undertaking and/or the Shortfall Payment and/or the Requisite Documents is/are not delivered in accordance with the provisions of Clause 1C and/or Clause 3 hereof within the prescribed periods referred to in Clause 1C and/or Clause 3 hereof, the Extended Completion Period shall be extended, free of interest, by a period of a duration equal to the number of days elapsed between the expiry of the prescribed periods referred to in Clause 1C and/or Clause 3 until the date on which Clause 1C and/or Clause 3 hereof shall have been fully complied with.

The date on which the Balance Purchase Price is received by the Vendor’s Solicitors as stakeholders shall be called “**Completion Date**”.

SALIENT TERMS OF THE SPA 2

For the purpose of the following salient terms, the definitions shall be interpreted as follows:

Vendor: Kar Sin Bhd
 Purchaser: Kmart Sdn Bhd

1.3 *Simultaneous completion of sale and purchase*

1.3.1 The parties hereto acknowledge and confirm that the Purchaser has entered into a sale and purchase agreement on or about the date of this Agreement ("**HSSB S/P Agreement**") with **HOTEL SFERA SDN. BHD. (REGISTRATION NO. 199401008062 (293741-H))** (hereinafter referred to as the "**HSSB**") in which HSSB agreed to sell and the Purchaser agreed to purchase all those pieces of freehold lands held under Geran 144849 Lot 16944 and Geran 144860 Lot 16943 respectively, both in Mukim Lumut, Daerah Manjung, Negeri Perak together with commercial buildings comprising hotel, shopoffices and supermarket erected thereon ("**HSSB Properties**") upon the terms and subject to the condition stated therein.

1.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser intends to purchase the Property and HSSB Properties simultaneously and shall not be obliged to complete the purchase of the Property unless the purchase of the Property and HSSB Properties are completed simultaneously. If:

(a) the transfer of the Property is not or cannot be registered at the relevant land authority; or

(b) the HSSB S/P Agreement is terminated for any reason whatsoever or the transfer of any of the HSSB Properties is not or cannot be registered at the relevant land authority,

then, the sale and purchase of the Property herein shall be deemed not to be completed and the Purchaser shall be entitled to terminate this Agreement and the clauses under the non-completion by the Purchaser and Vendor and Non-Registration of Transfer as stipulated in the Agreement shall apply mutatis mutandis.

4. *Completion*

4.1 The parties hereto shall on or before the last day of a period of five (5) months from the date of this Agreement, complete the sale and purchase of the Property in the manner stated in the following provisions of this Clause 4 PROVIDED ALWAYS that:-

4.1.1 if the Redemption Statement and/or the Existing Chargee's Undertaking and/or the Vendor's Undertaking and/or the Requisite Documents and/or the Shortfall Payment and/or such other requisite documents is/are not delivered in accordance with the provisions of the clause under the redemption sum in the Agreement (herein referred as "Clause 3") within the prescribed periods referred to in Clause 3 hereof, the aforesaid five (5) months period for the completion of the sale and purchase of the Property hereunder shall be extended by a period of a duration equal to the number of days elapsed between the expiry of the prescribed periods referred to in Clause 3 until the date on which Clause 3 hereof shall have been fully complied with (hereinafter the aforesaid period of five (5) months from the date of this Agreement shall be referred to as the "**Completion Period**" provided that if there shall be an extension of time under the terms of this Clause 4.1.1 hereof, the expression "Completion Period" shall include the extension of time allowed under the terms of this Clause 4.1.1 hereof) AND PROVIDED FURTHER THAT the Purchaser shall not be obliged or liable to the Vendor pay any moneys or interest or other consideration whatsoever for such extension of time allowed under the foregoing provisions of this Clause 4.1.1 hereof, it being agreed that the compliance with Clause 3 hereof shall be the Vendor's obligation.

4.1.2 Subject to Clause 4.1.1 hereof, if the Purchaser for any reason whatsoever requires an extension of time to complete its purchase of the Property, the Purchaser shall be entitled to an automatic extension of one (1) month commencing on the day immediately following the last day of the Completion Period (hereinafter such extension period of one (1) month shall be referred to as the “**Extended Completion Period**”) subject to the Purchaser’s payment of interest on the amount of the Balance Purchase Price outstanding as at the last day of the Completion Period calculated at the rate of eight percent (8%) per annum from the first day of the Extended Completion Period until the date on which the Purchase Price shall have been paid by or on behalf of the Purchaser in full PROVIDED FURTHER that if the Vendor received the written request from the Purchaser’s Solicitors for the Redemption Statement and/or the Existing Chargee’s Undertaking and/or the Vendor’s Undertaking and/or the Shortfall Payment and/or Requisite Documents during the Extended Completion Period and the Redemption Statement and/or the Existing Chargee’s Undertakings and/or the Vendor’s Undertaking and/or the Shortfall Payment and/or the Requisite Documents is/are not delivered in accordance with the provisions of Clause 3 hereof within the prescribed periods referred to in Clause 3 hereof, the Extended Completion Period shall be extended, free of interest, by a period of a duration equal to the number of days elapsed between the expiry of the prescribed periods referred to in Clause 3 until the date on which Clause 3 hereof shall have been fully complied with.

The date on which the Balance Purchase Price is received by the Vendor’s Solicitors as stakeholders shall be called “**Completion Date**”.

SALIENT TERMS OF THE SPA 3

For the purpose of the following salient terms, the definitions shall be interpreted as follows:

Vendor: Kar Sin Bhd
 Purchaser: Provigo Sdn Bhd

2. *Conditions Precedent*

2.1 The Vendor hereby irrevocably and unconditionally undertakes to:-

- 2.1.1 pay to the relevant land authority, simultaneously with the payment of the Purchaser's Portion, the shortfall between the Subdivision Premium and the Purchaser's Portion, in full and final settlement of the Subdivision Premium;
- 2.1.2 fulfil and comply all other terms and conditions stipulated in the Subdivision Approval; and
- 2.1.3 grant to the Purchaser, a limited Power of Attorney in respect of the Subdivided Plots (hereinafter referred to as the "**Power of Attorney**" substantially in the form and substance as annexed hereto as Annexure D, wherein the Power of Attorney shall be dated on the same date as the Unconditional Date (as defined herein) and the same shall only take effect **AS FROM** the Unconditional Date. For clarity purposes, the limited Power of Attorney shall not impact the process of the issuance of the respective issue document of title to each Subdivided Plots and/or compliance with the terms and conditions outlined in this Agreement.

2.2 Notwithstanding anything to the contrary herein express or implied, it is hereby expressly agreed that the sale and purchase of the Subdivided Plots hereunder is subject to fulfillment of the following conditions precedent within a period of six (6) months from the date hereof (or such longer period of time as the Purchaser may agree to extend in writing):-

- 2.2.1 the Vendor shall obtain and procure, at its own costs and expenses, the issuance of the respective issue document of title to each Subdivided Plots (collectively hereinafter referred to as the "**New Titles**");
- 2.2.2 the Vendor executing and delivering to the Purchaser's Solicitors:-
 - (i) valid and registrable memoranda of transfer for the transfer of the Subdivided Plots to the Purchaser, free from all charges, liens, encumbrances and interests whatsoever ("**Transfer**"); and
 - (ii) the Power of Attorney, duly executed by the Vendor in favour of the Purchaser in respect of the Subdivided Plots which shall take effect **AS FROM** the Unconditional Date,

(collectively, "**Conditions Precedent**").

2.3 Save and except for the Purchaser's Portion, all costs and expenses in relation to and in connection with the Vendor's fulfillment of its obligations under Clause 2.2, including, without limitation, the premium payable to the land authority, the survey fees and the consultants' fees, shall be borne by the Vendor.

2.4 This Agreement shall become unconditional when: -

- 2.4.1 the Purchaser's Solicitors' receipt of the Vendor's Solicitors' written confirmation that the Vendor has deposited the original New Titles with the Vendor's Solicitors as stakeholders;
- 2.4.2 the Purchaser's Solicitors receive a certified true copy each of the New Titles, endorsed with freehold tenure, the new category of land use and express condition of the respective Subdivision Plots, namely, "Bangunan" and "Bangunan Perniagaan" respectively together with the original Subdivision Approval and the official receipt for the payment of premium and all other costs to the relevant land authority in relation to and in connection with the Subdivision Approval;

- 2.4.3 the Purchaser's Solicitors' receipt of the Transfer, duly executed by the Vendor; and
- 2.4.4 the Purchaser's Solicitors' receipt of the Power of Attorney, duly executed by the Vendor,

and accordingly, for the purposes of this Agreement, the date on which the last of the aforesaid documents is delivered to the Purchaser's Solicitors shall be referred to as the "**Unconditional Date**".

- 2.5 If the Conditions Precedent (or any of them) are not or cannot be fulfilled for any reason whatsoever within a period of six (6) months from the date hereof (or such longer period of time as the Purchaser may agree to extend in writing), the Purchaser may forthwith rescind this Agreement by written notice to the Vendor's Solicitors whereupon:

- 2.5.1 the Vendor shall refund or cause to be refunded to the Purchaser the Deposit in full and all other moneys as may have been paid by the Purchaser to the Vendor or Vendor's Solicitors within seven (7) days from the date of rescission / termination, free of interest, failing which the Vendor shall in addition to and not in derogation of any of the Purchaser's rights, powers and remedies, pay to the Purchaser interest at the rate of eight percent (8%) per annum accruing on all such amounts to be refunded as aforesaid but which remain unrefunded, calculated on a daily basis from the date of termination to the date of actual payment;

- 2.5.2 against the refund of the moneys as aforesaid, the Purchaser shall redeliver or cause to be redelivered to the Vendor all documents (if any) as may have been delivered to the Purchaser for or in connection with the sale and purchase of the Subdivided Plots hereunder together with a duly executed valid and registrable notice of withdrawal of the caveat as may have been lodged by the Purchaser against the Subdivided Plots together with the registration fees for such withdrawal; and

- 2.5.3 if the Transfer has been delivered to the Purchaser's Solicitors, the Purchaser's Solicitors shall return the Transfer (as defined herein) in accordance with Clause 3.2.3,

whereafter this Agreement shall be null and void and of no further force or effect and neither party hereto shall have any right or claim against the other party in respect of or in relation to this Agreement save in respect of any antecedent breach of this Agreement.

5. *Completion*

- 5.1 The parties hereto shall on or before the last day of a period of three (3) months from the Unconditional Date (hereinafter referred to as the "**Completion Period**") complete the sale and purchase of the Subdivided Plots in the manner stated in the following provisions of this Clause 5 PROVIDED ALWAYS that if the Purchaser for any reason whatsoever requires an extension of time to complete its purchase of the Subdivided Plots, it shall be entitled to an automatic extension of one (1) month commencing on the day immediately following the last day of the Completion Period (hereinafter such extension period of one (1) month shall be referred to as the "**Extended Completion Period**") subject to the Purchaser's payment of interest on the amount of the Balance Purchase Price outstanding as at the last day of the Completion Period calculated at the rate of eight percent (8%) per annum on daily basis from the first day of the Extended Completion Period until the date on which the Balance Purchase Price shall have been paid by or on behalf of the Purchaser in full. If the New Titles and/or the Vendor's Undertaking and/or any other documents that is required to be furnished by the Vendor in relation to and in connection with the registration of the Transfer with the relevant land authority is/are not delivered to the Purchaser's Solicitors in accordance with the provisions of this Agreement and within the period stipulated in Clauses 3 and 4 respectively, the Completion Period or, as the case may be, the Extended Completion Period, shall be extended, free of interest, by the number of days of delay after the expiry of the respective stipulated period. The date on which the Balance Purchase Price is received by the Vendor's Solicitors shall be called "**Completion Date**".

SALIENT TERMS OF THE SPA 4

For the purpose of the following salient terms, the definitions shall be interpreted as follows:

Vendor: Mesra Unggul Sdn Bhd
 Purchaser: Invesco Asset Sdn Bhd

1.2 *Amalgamation and completion of sale and purchase*

1.2.1 The parties hereto acknowledge and confirm that the Purchaser has entered into a sale and purchase agreement on or about the date of this Agreement ("**KSB S/P Agreement**") with the Registered Proprietor in which the Registered Proprietor agreed to sell and the Purchaser agreed to purchase all those pieces of freehold lands held under H.S.(D) 34533 PT 15075 and H.S.(D) 34534 PT 15076, both in Mukim Lumut, Daerah Manjung, Negeri Perak ("**KSB Lands**") upon the terms and subject to the condition stated therein.

1.2.2 Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree and acknowledge that the Purchaser intends to purchase the Sale Plots and KSB Lands collectively (collectively, "**Sale Lands**") upon the Vendor's undertaking to cause the Registered Proprietor to amalgamate the Sale Plots and KSB Lands ("**Amalgamated Land**") and the issuance of one (1) document of title to the Amalgamated Land ("**Amalgamated Land Title**") and the Purchaser shall not be obliged to complete the purchase of the Sale Plots unless the Amalgamated Land Title has been issued by the relevant land authority and the purchase of the Sale Plots and the KSB Lands is completed simultaneously. If:-

(a) the Amalgamated Land Title is not or cannot be issued by the relevant land authority; or

(b) the KSB S/P Agreement is terminated for any reason whatsoever,

then the sale and purchase of the Sale Plots herein shall be deemed not to be completed and the Purchaser shall be entitled to terminate this Agreement and Clauses 10, 11 or 12 hereof shall apply mutatis mutandis.

2. Amalgamation of the Sale Plots

2.1 The Vendor hereby irrevocably and unconditionally warrants and undertakes, within twelve (12) months from the date hereof (or such longer period as the Purchaser may agree in writing) (hereinafter referred to as the "**Relevant Period**"), at its own costs and expenses, to cause the Registered Proprietor to:-

2.1.1 procure the discharge of the Existing Charge;

2.1.2 procure and obtain the following approvals from the relevant authority ("**State Authority**"):-

(a) the subdivision of the Sale Plots in accordance with the Layout Plan; and

(b) thereafter, the amalgamation of the Sale Plots and the KSB Lands into the Amalgamated Land and the issuance of the Amalgamated Land Title, comprising the following salient conditions:

(i) the Amalgamated Land shall be freehold;

(ii) the Amalgamated Land shall have at least 233,910.54 square feet of net useable area ("**Agreed Amalgamated Area**"). For avoidance of doubt, the Amalgamated Land must not contain any provisions for infrastructure, road reserves, public amenities and public facilities imposed by the State Authority; and

- (iii) the category of the land use of the Amalgamated Land shall be “Bangunan” or “Bangunan Perniagaan” which shall be endorsed on the Amalgamated Land Title.
- 2.1.3 execute and deliver to the Purchaser’s Solicitors, a valid and registrable instrument of transfer for the transfer of the Amalgamated Land to the Purchaser, free from all charges, liens, encumbrances and security interests whatsoever (“**Transfer**”).
- 2.4 Notwithstanding anything to the contrary herein contained, in the event that the actual area of the Amalgamated Land stated in the Amalgamated Land Title shall be more or less than Agreed Amalgamated Area with a variance of two percent (2%) (“**Actual Amalgamated Area**”), the Purchaser shall be entitled, at its absolute discretion, to either:-
 - 2.4.1 forthwith terminate this Agreement whereupon the provisions under Clause 11 shall apply; or
 - 2.4.2 proceed with its purchase of the Sale Plots in accordance with the provisions of this Agreement. If the Purchaser elects pursuant to this Clause 2.4.2 to proceed with its purchase of the Lands hereunder, then and in such event, the Purchase Price for the Lands shall be adjusted at the rate of Ringgit Malaysia Sixty-Four and Sen Thirteen (RM64.13) only per square foot (“**PSF Rate**”) in accordance with the following formula:
Purchase Price = Actual Amalgamated Area x PSF RateUpon such adjustment taking place, the Purchase Price as defined herein shall refer to the adjusted Purchase Price.

5. Completion

- 5.1 The parties hereto shall on or before the last day of a period of three (3) months from the Relevant Date (hereinafter referred to as the “**Completion Period**”) complete the sale and purchase of the Sale Plots in the manner stated in the following provisions of this Clause 5 PROVIDED ALWAYS that if the Purchaser for any reason whatsoever requires an extension of time to complete its purchase of the Sale Plots, it shall be entitled to an automatic extension of one (1) month commencing on the day immediately following the last day of the Completion Period (hereinafter such extension period of one (1) month shall be referred to as the “**Extended Completion Period**”) subject to the Purchaser’s payment of interest on the amount of the Balance Purchase Price outstanding as at the last day of the Completion Period calculated at the rate of eight percent (8%) per annum on daily basis from the first day of the Extended Completion Period until the date on which the Balance Purchase Price shall have been paid by or on behalf of the Purchaser in full. If the Amalgamated Land Title and/or the Vendor’s Undertaking and/or any other documents that is required to be furnished or caused to be furnished by the Vendor in relation to and in connection with the registration of the Transfer with the relevant land authority is/are not delivered to the Purchaser’s Solicitors in accordance with the provisions of this Agreement and within the period stipulated in Clauses 3 and 4 respectively, the Completion Period or, as the case may be, the Extended Completion Period, shall be extended, free of interest, by the number of days of delay after the expiry of the respective stipulated period. The date on which the Balance Purchase Price is received by the Vendor’s Solicitors shall be called “**Completion Date**”.

SALIENT TERMS OF THE SPA 5

For the purpose of the following salient terms, the definitions shall be interpreted as follows:

Vendor: Kar Sin Bhd
 Purchaser: Invesco Asset Sdn Bhd

1.2 *Amalgamation and completion of sale and purchase*

1.2.1 The parties hereto acknowledge and confirm that the Purchaser has entered into a sale and purchase agreement on or about the date of this Agreement ("**PT 14646 S/P Agreement**") with **MESRA UNGGUL SDN. BHD. (REGISTRATION NO. 199601038556 (410909-P)) ("MUSB")** in which MUSB as vendor, with the consent of the Vendor as registered proprietor, agreed to sell and the Purchaser agreed to purchase two (2) parcels of land measuring approximately 15,250 square metres in area and 5,210 square metres in area respectively, which are more particularly delineated and identified as "Plot 1 Land" and "Plot 2 Land" respectively in the Layout Plan annexed hereto as Annexure B (collectively, "**PT 14646 Sale Plots**"), comprised in the land presently held under master title H.S.(D) 34391 PT 14646, Mukim Lumut, Daerah Manjung, Negeri Perak ("**PT 14646 Land**") upon the terms and subject to the condition stated therein.

1.2.2 Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree and acknowledge that the Purchaser intends to purchase the Lands and PT 14646 Sale Plots collectively (collectively, "**Sale Lands**") upon the Vendor's undertaking to amalgamate the Lands and PT 14646 Sale Plots ("**Amalgamated Land**") and the issuance of one (1) document of title to the Amalgamated Land ("**Amalgamated Land Title**") and the Purchaser shall not be obliged to complete the purchase of the Lands unless the Amalgamated Land Title has been issued by the relevant land authority and the purchase of the Lands and the PT 14646 Sale Plots is completed simultaneously. If:-

- (a) the Amalgamated Land Title is not or cannot be issued by the relevant land authority; or
- (b) the PT 14646 S/P Agreement is terminated for any reason whatsoever,

then the sale and purchase of the Lands herein shall be deemed not to be completed and the Purchaser shall be entitled to terminate this Agreement and Clauses 10, 11 or 12 hereof shall apply mutatis mutandis.

2. Amalgamation of the Lands

2.1 The Vendor hereby irrevocably and unconditionally warrants and undertakes, within twelve (12) months from the date hereof (or such longer period as the Purchaser may agree in writing) (hereinafter referred to as the "**Relevant Period**"), at its own costs and expenses, to:-

2.1.1 procure the discharge of charge over the PT 14646 Land from **SUNWAY LEASING SDN. BHD. (REGISTRATION NO. 197701004387 (35433-X))** in respect of the legal charge under the National Land Code, 2020 of Malaysia, the presentation particulars therefor being No. 00SC4839/2024 dated 1 February 2024 ("**Existing PT 14646 Charge**");

2.1.2 procure and obtain the following approvals from the relevant authority ("**State Authority**"):-

- (a) the subdivision of the PT 14646 Land including Plot 1 Land and Plot 2 Land in accordance with the Layout Plan; and
- (b) thereafter, the amalgamation of the PT 14646 Sale Plots and the Lands into the Amalgamated Land and the issuance of the Amalgamated Land Title, comprising the following salient conditions:
 - (i) the Amalgamated Land shall be freehold;

- (ii) the Amalgamated Land shall have at least 233,910.54 square feet of net useable area ("**Agreed Amalgamated Area**"). For avoidance of doubt, the Amalgamated Land must not contain any provisions for infrastructure, road reserves, public amenities and public facilities imposed by the State Authority; and
- (iii) the category of the land use of the Amalgamated Land shall be "Bangunan" or "Bangunan Perniagaan" which shall be endorsed on the Amalgamated Land Title.

2.1.3 execute and deliver to the Purchaser's Solicitors, a valid and registrable instrument of transfer for the transfer of the Amalgamated Land to the Purchaser, free from all charges, liens, encumbrances and security interests whatsoever ("**Transfer**").

2.4 Notwithstanding anything to the contrary herein contained, in the event that the actual area of the Amalgamated Land stated in the Amalgamated Land Title shall be more or less than Agreed Amalgamated Area with a variance of two percent (2%) ("**Actual Amalgamated Area**"), the Purchaser shall be entitled, at its absolute discretion, to either:-

2.4.1 forthwith terminate this Agreement whereupon the provisions under Clause 11 shall apply; or

2.4.2 proceed with its purchase of the Lands in accordance with the provisions of this Agreement. If the Purchaser elects pursuant to this Clause 2.4.2 to proceed with its purchase of the Lands hereunder, then and in such event, the Purchase Price for the Lands shall be adjusted at the rate of Ringgit Malaysia Sixty-Four and Sen Thirteen (RM64.13) only per square foot ("**PSF Rate**") in accordance with the following formula:

$$\text{Purchase Price} = \text{Actual Amalgamated Area} \times \text{PSF Rate}$$

Upon such adjustment taking place, the Purchase Price as defined herein shall refer to the adjusted Purchase Price.

5. Completion

5.1 The parties hereto shall on or before the last day of a period of three (3) months from the Relevant Date (hereinafter referred to as the "**Completion Period**") complete the sale and purchase of the Lands in the manner stated in the following provisions of this Clause 5 PROVIDED ALWAYS that if the Purchaser for any reason whatsoever requires an extension of time to complete its purchase of the Lands, it shall be entitled to an automatic extension of one (1) month commencing on the day immediately following the last day of the Completion Period (hereinafter such extension period of one (1) month shall be referred to as the "**Extended Completion Period**") subject to the Purchaser's payment of interest on the amount of the Balance Purchase Price outstanding as at the last day of the Completion Period calculated at the rate of eight percent (8%) per annum on daily basis from the first day of the Extended Completion Period until the date on which the Balance Purchase Price shall have been paid by or on behalf of the Purchaser in full. If the Amalgamated Land Title and/or the Vendor's Undertaking and/or any other documents that is required to be furnished by the Vendor in relation to and in connection with the registration of the Transfer with the relevant land authority is/are not delivered to the Purchaser's Solicitors in accordance with the provisions of this Agreement and within the period stipulated in Clauses 3 and 4 respectively, the Completion Period or, as the case may be, the Extended Completion Period, shall be extended, free of interest, by the number of days of delay after the expiry of the respective stipulated period. The date on which the Balance Purchase Price is received by the Vendor's Solicitors shall be called "**Completion Date**".