

YNH PROPERTY BHD (“YNH” OR “COMPANY”)

SUPPLEMENTAL AGREEMENT - PROPOSED DISPOSAL BY KAR SIN BERHAD, A WHOLLY-OWNED SUBSIDIARY OF YNH, FOR PROPERTY ON ALL THAT FREEHOLD VACANT LAND IN THE MUKIM OF KUALA LUMPUR, DAERAH KUALA LUMPUR, NEGERI WILAYAH PERSEKUTUAN KUALA LUMPUR FOR A TOTAL CASH CONSIDERATION OF RM170.00 MILLION ONLY TO SUNWAY LIVING SPACE SDN BHD (“PROPOSED DISPOSAL”)

1. INTRODUCTION

On 26 February 2024, a land search conducted on the Property revealed (1) a Registered Caveat was duly lodged over the Property on 25 September 2023 (hereinafter referred to as “**the Registrar’s Caveat**”) and (2) an endorsement, identified by reference PDMH375/2023 and dated 29 September 2023, is pending registration, accompanied by remarks indicating “Hakmilik Kekal Ambil Balik Sebahagian Tanah” (hereinafter referred to as “**the Acquisition**”).

Pursuant thereto, discussions have been held between the parties hereto, and in mutual accord, the parties hereby enter into this Supplemental SPA 2 inter-alia to:-

- (i) extend the Conditional Period for an additional period of one (1) year following the expiration of the Further Extended Due Date (i.e. 12 May 2024);
- (ii) extend the Time Frame to Obtain the New Development Order for an additional period of One (1) year from the expiration of the Time Frame to obtain the New Development Order;
- (iii) amend the Additional Consideration; and
- (iv) further amend other terms of the SPA (*as amended by the Supplemental SPA 1*), as delineated in item 2 below.

2. VARIATIONS TO THE SPA (AS AMENDED BY THE SUPPLEMENTAL SPA 1)

With effect from the date of the Supplemental SPA 2, certain terms and conditions of the SPA be varied to the following:-

- a) The Vendor and/or the Registered Proprietor shall, at its own costs and expense, remove and/or cancel the Registrar’s Caveat, and shall deliver to the Purchaser’s Solicitors documentary proof that the Registrar of Titles and/or the Land Office (as the case may be) has removed and/or cancelled the Registrar’s Caveat entered on the register document of title of the Property. Pending the Vendor’s and/or the Registered Proprietor’s compliance of this obligation, the Purchaser’s obligation to settle the Balance Purchase Price pursuant to the SPA (*as amended by the Supplemental SPA 1*) shall be suspended. For clarity purposes, the Purchaser’s obligation to pay the Balance Purchase Price pursuant to the SPA (*as amended by the Supplemental SPA 1*) shall be re-commenced within ten (10) working days from date of the Vendor’s and/or the Registered Proprietor’s compliance of this obligation PROVIDED THAT all other terms and conditions of the SPA (*as amended by the Supplemental SPA 1*) are fulfilled by the Vendor and/or the Registered Proprietor;
- b) The Vendor shall promptly apply for and ensure the issuance of a new issue document of title to the Property, clearly indicating that the Acquisition is related to the said Acquisition (as defined in the SPA), whereupon a copy thereof (duly certified by the Registrar of Titles or Land Office) shall be delivered to the Purchaser’s Solicitors prior to the Purchaser’s obligation under the SPA (*as amended by the Supplemental SPA 1*) and this Agreement, to pay the Vendor the Balance Purchase Price;
- c) The Conditional Period mentioned in the SPA (*as amended by the Supplemental SPA 1*) shall be varied and amended to denote the date of 12 May 2025 whereupon the parties herein agree that any further extension beyond 12 May 2025 shall be as follows:-
 - (i) any further extension beyond 12 May 2025 shall be at the sole and absolute discretion of the Purchaser provided that the said extension shall not be beyond

12 May 2026; and

- (ii) any subsequent extension beyond 12 May 2026 shall be mutually agreed upon by the parties;
- d) The Schedule of the SPA (*as amended by the Supplemental SPA 1*) shall be deleted in its entirety and substituted with the following:-

**“THE SCHEDULE
SPECIAL CONDITIONS
ADDITIONAL CONSIDERATION”**

- (i) Subject to paragraph (v) of the Schedule, the Purchaser shall deposit the following sums with the Stakeholders as stakeholders:
 - (a) **Ringgit Malaysia Fifty Million (RM50,000,000.00) Only**, within Three (3) months after the Unconditional Date or within Two (2) months from the date the Purchaser and/or the Purchaser’s Solicitors receive the new approved development order of the Property by the relevant Authority for a development with a minimum plot ratio of Seven (7) on Net Land Area from the Vendor, whichever is later; or
 - (b) **Ringgit Malaysia Twenty Million (RM20,000,000.00) Only**, within Three (3) months after the Unconditional Date or within Two (2) months from the date the Purchaser and/or the Purchaser’s Solicitors receive the new approved development order of the Property by the relevant Authority for a development with a minimum plot ratio of Six (6) on Net Land Area from the Vendor, whichever is later.

The sums referred to in sub-clauses (i) (a) and (i) (b) above shall collectively be referred to as **“the Additional Consideration”**. The dates of Three (3) months after the Unconditional Date or within Two (2) months from the date the Purchaser and/or the Purchaser’s Solicitors receive the new approved development order of the Property by the relevant Authority for a development with a minimum plot ratio of Seven (7) or Six (6) on the Net Land Area, as the case may be, shall be referred to as **“the Completion Date for the Additional Consideration”**. The new approved development order of the Property by the relevant Authority for a development with a minimum plot ratio of Seven (7) or Six (6) on the Net Land Area, as the case may be, shall be referred to as **“The New Development Order”**.

In the event that the Purchaser fails to pay the Additional Consideration to the Stakeholders within the aforesaid time limit, the Purchaser shall pay interest thereon at the rate of Eight per centum (8%) per annum at daily rests commencing from the day next after expiry of the aforesaid time limit to the date of receipt by the Stakeholders of the Additional Consideration **PROVIDED THAT** any extra / additional development charges and premiums due to the increase in the development with minimum plot ratio of Seven (7) or Six (6), as the case may be, on Net Land Area in relation to the New Development Order, shall be paid by the Vendor and there shall be no onerous conditions attached to the New Development Order, including but not limited to the imposition of any conditions that deviates from the First Development Order such as the imposition of affordable homes, building of additional infrastructure, bumiputra quota, government contributions, etc.

- (ii) The Vendor shall provide the New Development Order to the Purchaser and/or the Purchaser’s Solicitors on/or before 12 May 2025 (hereinafter referred to as **“The Time Frame to Obtain the New Development Order”**), failing which the Additional Consideration shall not be payable by the Purchaser to the Vendor and thereafter the Vendor shall have no further claim on the Additional Consideration from the Purchaser.
- (iii) In the event that the Vendor fails to obtain and to forward the New Development Order within The Time Frame to Obtain the New Development Order to the Purchaser and/or the Purchaser’s Solicitors, the Purchaser shall not nullify or

invalidate the sale and purchase herein nor shall it be a ground for any adjustment of Purchase Price and shall continue with the sale and purchase herein.

- (iv) In the event the Additional Consideration becomes payable in accordance to this Schedule and upon the same being deposited with the Stakeholders as stakeholders, the Stakeholders are authorized to release the Additional Consideration to the Vendor within Three (3) days from the Completion Date for the Additional Consideration or upon expiry of Four (4) days from the date of extraction of the original issue document of title to the Property duly registered in the name of the Purchaser, whichever is later.
- (v) In the event this Agreement is terminated in accordance with the provisions hereof, then without prejudice to any other rights of the parties hereunder:-
 - (a) The Stakeholders are irrevocably authorized to release the Additional Consideration to the Purchaser or the Purchaser's Solicitors (if the same has yet to be paid over to the Vendor); or
 - (b) The Vendor shall refund the Additional Consideration to the Purchaser or the Purchaser's Solicitors (if the same has been paid to the Vendor),

within seven (7) days of receipt of the written notice from the Purchaser or Purchaser's Solicitors."

Save as disclosed above, all other terms and conditions of the SPA (*as amended by the Supplemental SPA 1*) remain unchanged and are in full force and effect.

3. ASSUMPTION OF LIABILITIES AND FINANCIAL EFFECTS OF THE ENTERING OF THE SUPPLEMENTAL SPA 2

Save for the liabilities, guarantees and financial effects as disclose in the previous announcements dated 16 May 2023 and 14 November 2023, there is no liabilities and guarantees to be assumed nor any material changes in the financial effects arising from the entering of the Supplemental SPA 2.

4. DOCUMENTS FOR INSPECTION

The Supplemental SPA 2 is 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, Wilayah Persekutuan from Monday to Friday (except public holidays) during normal business hours for three (3) months.

This announcement is dated 13 May 2024.