

**YNH PROPERTY BHD.**

(Registration No. 200101026228 (561986-V))  
(Incorporated in Malaysia)

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting (“EGM”) of YNH Property Bhd. (“YNH” or “Company”) will be held for the purpose of considering and if thought fit, passing the following ordinary resolutions, with or without modifications:

|       |   |  |
|-------|---|--|
| Date  | : | Wednesday, 1 March 2023  |
| Time  | : | 11.30 a.m.   |
| Venue | : | Hotel Sfera, 2479, Jalan Dato' Yu Neh Huat,<br>Taman Samudera, 32040 Sri Manjung,<br>Perak Darul Ridzuan, Malaysia |

**ORDINARY RESOLUTION 1****PROPOSED DISPOSAL OF A SEVEN-STOREY RETAIL SHOPPING CENTRE KNOWN AS “163 RETAIL PARK” BY D’KIARA PLACE SDN BHD (“D’KIARA PLACE”) TO ALX ASSET BERHAD (“ALX ASSET”) TO BE SATISFIED BY ALX ASSET ENTIRELY IN CASH (“PROPOSED 163 RETAIL PARK DISPOSAL”)**

“THAT approval be and is hereby given for D’Kiara Place, a wholly-owned subsidiary of the Company, to enter into the conditional sale and purchase agreement with ALX Asset for the Proposed 163 Retail Park Disposal (“163 Retail Park SPA”) and perform its obligations under the 163 Retail Park SPA, the salient terms of which is set out in Appendix I of the circular to shareholders dated 10 February 2023 (“Circular”) and to give full effect to the Proposed 163 Retail Park Disposal and to assent to any condition, variation, modification and/or amendment as may be required, including but not limited to, by D’Kiara Place or the relevant authorities or imposed by ALX Asset.

**THAT** subject to the execution of the 163 Retail Park SPA and subject to the fulfilment of all conditions precedent under the 163 Retail Park SPA and all approvals being obtained from the relevant authorities and parties (if required), approval be and is hereby given to D’Kiara Place to dispose 163 Retail Park to ALX Asset for a total cash consideration of RM270,500,000 upon such terms and conditions as set out in the 163 Retail Park SPA.

**THAT** approval be and is hereby given to the Board of Directors of the Company (“Board”) (save for Dato’ Dr. Yu Kuan Chon and Dato’ Yu Kuan Huat, collectively the “Interested Directors”) and the Company to use the proceeds to be raised from the Proposed 163 Retail Park Disposal for such purpose and in such manner as set out in Section 4, Part A of the Circular, and the Board (save for the Interested Directors) be and is hereby authorised with full powers to vary the manner and/or purpose of the use of such proceeds in such manner as the Board (save for the Interested Directors) may deem fit, necessary and/or expedient, subject to the approval of the relevant authorities (where required) and in the best interest of the Company.

**THAT** the Board (save for the Interested Directors) be and is hereby authorised to give full effect to the Proposed 163 Retail Park Disposal with full powers to negotiate, approve, agree and/or assent to any conditions, variations, revaluations, modifications and/or amendments in any manner as may be required/permitted by the Company or the relevant authorities or deemed necessary by the Board (save for the Interested Directors) or imposed by ALX Asset, and to deal with all matters incidental, ancillary to and/or relating thereto, and to take such steps and to do such acts (including to execute such documents, agreements, undertakings and confirmations as may be required), deeds, things and matters as they may deem necessary or expedient in the best interest of the Company to implement, finalise, give full effect to and complete the Proposed 163 Retail Park Disposal.”

**ORDINARY RESOLUTION 2****PROPOSED DISPOSAL OF A TWO-STOREY RETAIL SHOPPING CENTRE KNOWN AS “AEON SERI MANJUNG” BY YNH HOSPITALITY SDN BHD (“YNH HOSPITALITY”) TO ALX ASSET TO BE SATISFIED BY ALX ASSET ENTIRELY IN CASH (“PROPOSED AEON SERI MANJUNG DISPOSAL”)**

“THAT approval be and is hereby given for YNH Hospitality as the beneficial owner of AEON Seri Manjung and Kar Sin Berhad (“Kar Sin”) as the registered proprietor of AEON Seri Manjung (holding AEON Seri Manjung in trust for YNH Hospitality), both a wholly-owned subsidiary of the Company, to enter into the conditional sale and purchase agreement with ALX Asset for the Proposed AEON Seri Manjung Disposal (“AEON Seri Manjung SPA”) and perform their obligations under the AEON Seri Manjung SPA, the salient terms of which is set out in Appendix II of the Circular and to give full effect to the Proposed AEON Seri Manjung Disposal and to assent to any condition, variation, modification and/or amendment as may be required, including but not limited to, by YNH Hospitality, Kar Sin or the relevant authorities or imposed by ALX Asset.

**THAT** subject to the execution of the AEON Seri Manjung SPA and subject to the fulfilment of all conditions precedent under the AEON Seri Manjung SPA and all approvals being obtained from the relevant authorities and parties (if required), approval be and is hereby given to YNH Hospitality to dispose AEON Seri Manjung to ALX Asset for a total cash consideration of RM152,000,000 upon such terms and conditions as set out in the AEON Seri Manjung SPA.

**THAT** approval be and is hereby given to the Board (save for the Interested Directors) and the Company to use the proceeds to be raised from the Proposed AEON Seri Manjung Disposal for such purpose and in such manner as set out in Section 4, Part A of the Circular, and the Board (save for the Interested Directors) be and is hereby authorised with full powers to vary the manner and/or purpose of the use of such proceeds in such manner as the Board (save for the Interested Directors) may deem fit, necessary and/or expedient, subject to the approval of the relevant authorities (where required) and in the best interest of the Company.

**THAT** the Board (save for the Interested Directors) be and is hereby authorised to give full effect to the Proposed AEON Seri Manjung Disposal with full powers to negotiate, approve, agree and/or assent to any conditions, variations, revaluations, modifications and/or amendments in any manner as may be required/permitted by the Company or the relevant authorities or deemed necessary by the Board (save for the Interested Directors) or imposed by ALX Asset, and to deal with all matters incidental, ancillary to and/or relating thereto, and to take such steps and to do such acts (including to execute such documents, agreements, undertakings and confirmations as may be required), deeds, things and matters as they may deem necessary or expedient in the best interest of the Company to implement, finalise, give full effect to and complete the Proposed AEON Seri Manjung Disposal.”

**By Order of the Board of Directors of  
YNH PROPERTY BHD.**

**CHAN EOI LENG (SSM PC No. 202008003055) (MAICSA 7030866)  
CHENG GHEE CHENG (SSM PC No. 202008002000) (LS 0004598)  
CHAN WAI MAN (SSM PC No. 202008003871) (MAICSA 7075421)**  
Company Secretaries

Ipoh, Perak Darul Ridzuan, Malaysia  
10 February 2023

**Notes:**

1. A member entitled to attend, participate, speak and vote at the meeting is entitled to appoint one (1) or more proxies to attend, participate, speak and vote in his stead. A proxy may but need not be a member of the Company. A proxy appointed to attend, participate, speak and vote at the meeting shall have the same rights as the member to speak at the meeting.
2. In respect of deposited securities, only members whose names appear in the Record of Depositors on 22 February 2023 (General Meeting Record of Depositors) shall be eligible to attend and vote at the EGM or appoint a proxy to attend and vote on his behalf. A proxy may but need not be a member of the Company.
3. Where a member is an authorised nominee, it may appoint at least one proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account. A member other than an authorised nominee shall be entitled to appoint not more than two proxies to attend and vote at the same meeting. Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“omnibus account”), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.
4. Where a member appoints more than one proxy, the appointment shall be invalid unless he specifies the proportions of his shareholding to be represented by each proxy.
5. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation either under Common Seal or under the hand of an officer or attorney duly authorised.
6. The Form of Proxy must be completed, signed and deposited at the office of the Share Registrar, Boardroom Share Registrars Sdn Bhd at 11<sup>th</sup> Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, not less than 48 hours before the time set for the meeting or adjourned meeting.

**Personal Data Privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to participate, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company's (or its agents) proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.