

## YNH PROPERTY BHD (“YNH” OR “COMPANY”)

### SUPPLEMENTAL AGREEMENT 3 - PROPOSED DISPOSAL BY KAR SIN BHD, 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")

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#### 1. INTRODUCTION

Reference is made to the Company's announcement on 16 May 2023, 14 August 2023, 13 October 2023, 14 November 2023, 15 February 2024 and 13 May 2024 ("**Earlier Announcements**") in relation to the Proposed Disposal. Unless otherwise stated, defined terms in this announcement shall carry the same meanings as defined in the Earlier Announcements.

The Board of Directors of YNH wishes to announce that Kar Sin Bhd ("**the Vendor**") had executed a Supplemental Agreement dated 28 May 2025 ("**SA 3**") in respect of the Sale and Purchase Agreement dated 12 May 2023 ("**SPA**") (*as amended by Supplemental Agreement dated 10 November 2023 ("**SA 1**") and Supplemental Agreement dated 10 May 2024 ("**SA 2**")*) with the following parties to vary certain terms and conditions of the SPA in relation to the Proposed Disposal:-

1. Imbuan Sempurna Sdn. Bhd., the Registered Proprietor;
2. Great Wall Park Sdn. Bhd., the First Beneficial Owner;
3. Sunway Living Space Sdn Bhd, the Purchaser.

#### 2. VARIATIONS TO THE SPA (AS AMENDED BY THE SA 1 AND SA 2)

With effect from the date of the SA 3, certain terms and conditions of the SPA (*as amended by the SA 1 and SA 2*) be varied to the following:-

- a) The Conditional Period mentioned in the SPA (*as amended by the SA 1 and SA 2*) shall be varied and amended to denote the date of 12 November 2025;
- b) the expressions "Charge" and "Chargee" as defined in the SPA (*as amended by the SA 1 and SA 2*), therein shall be deemed to include the Second Legal Charge, the Third Legal Charge, and SLSB respectively;
- c) The Vendor and the Registered Owner hereby request for the consent of the Purchaser and the Purchaser hereby grants its consent to the registration of the Second Land Charge and the Third Land Charge in favour of SLSB.
- d) Clause 2B (e) of the SPA (*as amended by the SA 1 and SA 2*) shall be deleted in its entirety and substituted with the following:-

*"subject to Clause 2B (f) below, the Stakeholders are hereby irrevocably authorized by the parties to release and deal with the Differential Sum and the Balance Purchase Price (less the Redemption Sum) in the following priority and manner:*

- (aa) *firstly, to retain such amount equivalent to the Late Delivery Interest (as hereinafter defined) as may be payable by the Vendor to the Purchaser pursuant to Clause 10 herein, if applicable, and forward such amount retained to the Purchaser's Solicitors for onward transmission to the Purchaser;*
- (bb) *secondly, to retain such amount as may be payable by the Vendor to the Purchaser for the apportionment of outgoing payments pursuant to Clause 11 herein, if the same shall remain outstanding, and forward such amount retained to the Purchaser's Solicitors for onward transmission to the Purchaser;*
- (cc) *thirdly, to fully repay SLSB Loan 1 and SLSB Loan 2 (including all outstanding*

*amounts payable thereunder), in the event the Second Land Charge and/or the Third Land Charge are not registered for any reason whatsoever. This obligation shall also extend to any other sums that the Vendor may borrow from SLSB at any time before Completion and agreed between the Vendor and SLSB that such loans shall be repaid from the Purchase Price;*

(dd) *fourthly, to irrevocably pay a sum of **Ringgit Malaysia Twenty Five Million (RM25,000,000.00)** into the following account, as requested by the Vendor:-*

- *Account Name : KAR SIN BHD (Co. No. 85160-D)*
- *Bank : AMBANK (M) BHD*
- *HDA Account Number : 8881047008777*
- *Branch : No. 23, Jalan Raja Omar, Taman Teratai, 32000 Sitiawan, Perak*

(ee) *lastly, to release the remaining balance (including any interest earned thereon if the same is placed in a profit bearing deposit account, which interest earned shall belong to the Vendor) to the Vendor's Solicitors, or to a third party as instructed by the Vendor 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 **PROVIDED THAT** the Purchaser shall extract the original issue document of title to the Property duly registered in the name of the Purchaser as soon as reasonably possible **AND PROVIDED FURTHER THAT** vacant possession of the Property has been delivered by the Vendor to the Purchaser. The receipt of such payment by the Vendor's solicitors or the designated third party shall constitute full and final settlement of the Balance Purchase Price by the Purchaser to the Vendor."*

e) The Time Frame to Obtain The New Development Order referred to in Clause ii of the Schedule to the SPA (as amended by the SA 1 and SA 2) shall be varied and amended to denote the date of 12 November 2025.

### **3. ASSUMPTION OF LIABILITIES AND FINANCIAL EFFECTS OF THE ENTERING OF THE SA 3**

Save for the liabilities, guarantees and financial effects as disclosed in the previous announcements dated 16 May 2023 and 14 November 2023, there are no liabilities and guarantees to be assumed nor any material changes in the financial effects arising from the entering of the SA 3.

### **4. DOCUMENTS FOR INSPECTION**

The SA 3 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 29 May 2025.