

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.



SHARIKAT PERMODALAN KEBANGSAAN BERHAD

(Registration No. 196101000067 (4115-H))

(Incorporated in Malaysia under the Companies Ordinance 1940 -1946 and deemed registered under the Companies Act 2016)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- I. **PROPOSED DISPOSAL OF THREE PARCELS OF RESIDENTIAL LEASEHOLD LAND MEASURING IN TOTAL AREA OF APPROXIMATELY 48.489 ACRES SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN FOR A TOTAL CASH CONSIDERATION OF RM113,500,000.00 BY S.J. PROPERTIES SDN. BHD. ("SJP"), A WHOLLY OWNED SUBSIDIARY OF THE COMPANY TO PRIMA KUASA SDN. BHD., A 70% INDIRECT OWNED SUBSIDIARY OF PARAMOUNT CORPORATION BERHAD ("PARAMOUNT") VIA PARAMOUNT PROPERTY (LAKEVIEW) SDN BHD ("PROPOSED PRIMA KUASA DISPOSAL");**
- II. **PROPOSED DISPOSAL OF 19 PARCELS OF RESIDENTIAL LEASEHOLD LAND AND 4 PARCELS OF COMMERCIAL LEASEHOLD LANDS MEASURING IN TOTAL AREA OF APPROXIMATELY 64.505 ACRES AS WELL AS 13 COMPLETED RESIDENTIAL UNITS WITH A TOTAL BUILT UP AREA OF 35,835 SQ FT AND 4 COMPLETED BUNGALOW LOTS WITH A TOTAL AREA OF 121,794 SQ FT, ALL SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN FOR A TOTAL CASH CONSIDERATION OF RM80,766,579.00 BY SJP TO MYRA LAND SDN. BHD., A 70% OWNED SUBSIDIARY OF ORIENTAL INTEREST BERHAD ("PROPOSED MYRA LAND DISPOSAL"); AND**
- III. **PROPOSED DISPOSAL OF COMMERCIAL LEASEHOLD LAND MEASURING APPROXIMATELY 3.652 ACRES SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN FOR A CASH CONSIDERATION OF RM13,300,000.00 BY CAHAYA SPK RESORT CLUB BERHAD, A WHOLLY OWNED SUBSIDIARY OF SJP, WHICH IS A WHOLLY OWNED SUBSIDIARY OF THE COMPANY, TO PARAMOUNT PROPERTY (SEKITAR 26 ENTERPRISE) SDN. BHD. ("PROPOSED PARAMOUNT PROPERTY DISPOSAL")**

(COLLECTIVELY REFERRED TO AS "PROPOSED DISPOSALS")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Adviser

Kenanga

KENANGA INVESTMENT BANK BERHAD

(Registration No: 197301002193 (15678-H))

(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Notice of the Extraordinary General Meeting ("EGM") to be held at Royal Selangor Golf Club, Jalan Kelab Golf, Off Jalan Tun Razak, 55000 Kuala Lumpur on Thursday, 4 June 2026 at 11.30 a.m. or immediately following the conclusion or adjournment (as the case may be) of our Company's 65th Annual General Meeting (which will be held at the same venue and on the same day at 10.30 a.m.), whichever is later, together with the Form of Proxy are set out in this Circular. Shareholders are advised to refer to the Notice of the EGM and the Form of Proxy enclosed.

A member entitled to attend and vote at the EGM is entitled to appoint a proxy who must be a member of the Company except that where the member is a body corporate, it is entitled to appoint any of its officers as proxy although he or she is not a member of the Company. The Form of Proxy must be lodged at the registered office of Sharikat Permodalan Kebangsaan Berhad at 11th Floor, Menara Perak, No. 24, Jalan Perak, 50450 Kuala Lumpur not later than forty-eight (48) hours before the time set for the EGM. The lodgement of the Form of Proxy will not preclude you from attending and voting in person at the EGM should you subsequently wish to do so.

Last day, date and time for lodging the Form of Proxy : Tuesday, 2 June 2026 at 11.30 a.m.

Day, date and time of the EGM : Thursday, 4 June 2026 at 11.30 a.m. or immediately following the conclusion or adjournment (as the case may be) of our Company's 65th Annual General Meeting (which will be held at the same venue and on the same day at 10.30 a.m.), whichever is later.

This Circular is dated 13 May 2026

DEFINITIONS

Except where the context otherwise requires, the following abbreviations and definitions shall apply throughout this Circular:

Act	: Companies Act, 2016
Board	: Board of Directors of SPK
Bursa Securities	: Bursa Malaysia Securities Berhad
Circular	: This circular to the shareholders of SPK dated 13 May 2026 in relation to the Proposed Disposals
Conditions Precedent	: Conditions precedent set out in each of the Proposed Disposals SPA as detailed in Section 2.6 of this Circular
CPP	: Condition Precedent Period, being the period of six (6) months from the date of the respective Proposed Disposals SPA, as the case may be
CSRCB	: Cahaya SPK Resort Club Berhad (Registration No. 200601008385 (728134-K)), a wholly-owned subsidiary of SJP
Directors	: The directors of SPK and shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act, 2007
Disposal Consideration	: Collectively, the disposal consideration of the Proposed Prima Kuasa Disposal, Proposed Myra Land Disposal and Proposed Paramount Property Disposal, amounting to RM207,566,579.00
EGM	: Extraordinary General Meeting
EPS	: Earnings per Share
Extended CPP	: Further extension of time after the expiry of the CPP, being three (3) months or such further periods of time as may be agreed in writing by the vendor and the purchaser, from the expiration of the CPP
FYE	: Financial year ended / ending, as the case may be
Group	: Collectively, SPK and its subsidiaries
Kenanga IB	: Kenanga Investment Bank Berhad (Registration No. 197301002193 (15678-H))
LPD	: 14 April 2026, being the latest practicable date prior to the issue of this Circular
Myra Land	: Myra Land Sdn. Bhd (Registration No. 201501017302 (1142636-T)), a 70% owned subsidiary of Oriental Interest Berhad, a company listed on the Main Market of Bursa Securities
Myra Land Addendum	: Addendum dated 9 January 2026 entered into between SJP and Myra Land
Myra Land SPA	: Sale and purchase agreement dated 31 December 2025 entered into between SJP and Myra Land

DEFINITIONS (CONT'D)

Myra Land SPA Lands and Properties	: The 19 parcels of residential leasehold land and 4 parcels of commercial leasehold lands measuring in total area of approximately 64.505 acres as well as, 13 completed residential units with a total built up area of 35,835 sq ft and 4 completed bungalow lots with a total area of 121,794 sq ft, details of which are set out in Appendix II of this Circular, all situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan
NA	: Net assets
Outstanding Common Infra Works	: Collectively, the outstanding common infrastructure works serving the Cahaya SPK development under the approved Majlis Bandaraya Shah Alam Kebenaran Merancang and layout dated 15 November 2018 (as set out in Appendix I and II of the Myra Land Addendum) and the additional requirements defined under the Cahaya SPK development (as set out in Appendix III of the Myra Land Addendum)
Paramount	: Paramount Corporation Berhad, a company listed on the Main Market of Bursa Securities
Paramount Property	: Paramount Property (Sekitar 26 Enterprise) Sdn. Bhd. (Registration No. 198901013901 (191211-M)), a wholly owned subsidiary of Paramount
Paramount Property SPA	: Sale and purchase agreement dated 27 January 2026 entered into between CSRCB and Paramount Property
Paramount Property SPA Land	: Commercial leasehold land measuring approximately 3.652 acres held under HSD 260161, PT 23714 situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan
Prima Kuasa	: Prima Kuasa Sdn. Bhd. (Registration No. 202501052508 (1653915-K)), a 70% indirect owned subsidiary of Paramount via Paramount Property (Lakeview) Sdn. Bhd.
Prima Kuasa SPA	: Sale and purchase agreement dated 17 December 2025 entered into between SJP and Prima Kuasa
Prima Kuasa SPA Lands	: Three (3) parcels of residential leasehold land measuring approximately 48.489 acres held under HSD 260099, PT 23652, HSD 260100, PT 23653 and HSD 260101, PT 23654, all situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan
Proposed Disposals	: Collectively, Proposed Prima Kuasa Disposal, Proposed Myra Land Disposal and Proposed Paramount Property Disposal
Proposed Disposals SPA	: Collectively, the Prima Kuasa SPA, Myra Land SPA and Paramount Property SPA
Proposed Myra Land Disposal	: Proposed disposal of Myra Land SPA Lands and Properties for a total cash consideration of RM80,766,579.00 by SJP to Myra Land
Proposed Paramount Property Disposal	: Proposed disposal of Paramount Property SPA Land for a total cash consideration of RM13,300,000.00 by CSRCB to Paramount Property
Proposed Prima Kuasa Disposal	: Proposed disposal of Prima Kuasa SPA Lands for a total cash consideration of RM113,500,000.00 by SJP to Prima Kuasa
Purchasers	: Collectively, Prima Kuasa, Myra Land and Paramount Property

DEFINITIONS (CONT'D)

RM and sen	: Ringgit Malaysia and sen, respectively
RPS	: Redeemable preference shares
Shares	: Ordinary shares of SPK
Shareholder(s)	: Shareholder(s) of SPK
SJP	: S.J. Properties Sdn. Bhd. (Registration No. 197401004259 (21394-A))
SJP Group	: SJP and its wholly-owned subsidiary, CSRCB
SPK or Company	: Sharikat Permodalan Kebangsaan Berhad (Registration No. 196101000067 (4115-H))
sq ft	: Square feet
State Authority	: State authority of Selangor
Unconditional Date	: The date on which the Conditions Precedent are fully satisfied or otherwise waived

All references to "**our Company**" in this Circular are to SPK and references to "**our Group**" are to our Company and our subsidiaries. References to "we", "us", "our" and "ourselves" in this Circular are to our Company and where the context otherwise requires, shall include our subsidiaries. All references to "**you**" or "**your**" in this Circular are to the shareholders of SPK.

Unless specifically referred to, words denoting the singular shall, where applicable, include the plural and vice versa and words denoting the masculine gender shall, where applicable, include the feminine and / or neuter genders and vice versa. References to persons shall include corporations, unless otherwise specified.

Any reference in this Circular to the provisions of any statute, rules or regulation shall (where the context admits) be construed as a reference to the provisions of such statute, rules or regulation (as the case may be) as modified by any written law or (if applicable) amendments to the statute, rules or regulation for the time being in force.

Any reference to a time of day and date in this Circular shall be a reference to Malaysian time and date respectively, unless otherwise specified.

Certain amounts and percentage figures included herein have been subject to rounding adjustments.

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SHARIKAT PERMODALAN KEBANGSAAN BERHAD

(Registration No. 196101000067(4115-H))

(Incorporated in Malaysia under the Companies Ordinance 1940 -1946 and deemed registered under the Companies Act 2016)

Registered Office

11th Floor, Menara Perak
No. 24, Jalan Perak
50450 Kuala Lumpur

13 May 2026

Board of Directors

Gen. Tan Sri Yaacob bin Mat Zain (R) (*Chairman / Independent Non-Executive Director*)
Ir. Dr. Azman bin Ahmad (*Vice Chairman / Executive Director*)
Lt. Gen. Datuk Hj Md Hanif bin Hj Darimi RMAF (R) (*Independent Non-Executive Director*)
Abdul Rahman bin Teh Mohamed (*Independent Non-Executive Director*)
Hasnah binti Mohd Salleh (*Independent Non-Executive Director*)

To: The Shareholders of SPK

Dear Sir / Madam,

PROPOSED DISPOSALS

1. INTRODUCTION

On 17 December 2025, SJP entered into the Prima Kuasa SPA with Prima Kuasa in relation to the Proposed Prima Kuasa Disposal.

On 31 December 2025, SJP entered into the Myra Land SPA with Myra Land in relation to the Proposed Myra Land Disposal. On 9 January 2026, SJP entered into the Myra Land Addendum with Myra Land in relation to the Outstanding Common Infra Works.

On 27 January 2026, CSRCB entered into the Paramount Property SPA with Paramount Property in relation to the Proposed Paramount Property Disposal.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE DETAILS OF THE PROPOSED DISPOSALS TOGETHER WITH THE RECOMMENDATION OF THE BOARD AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSED DISPOSALS TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF EGM IS SET OUT IN THIS CIRCULAR.

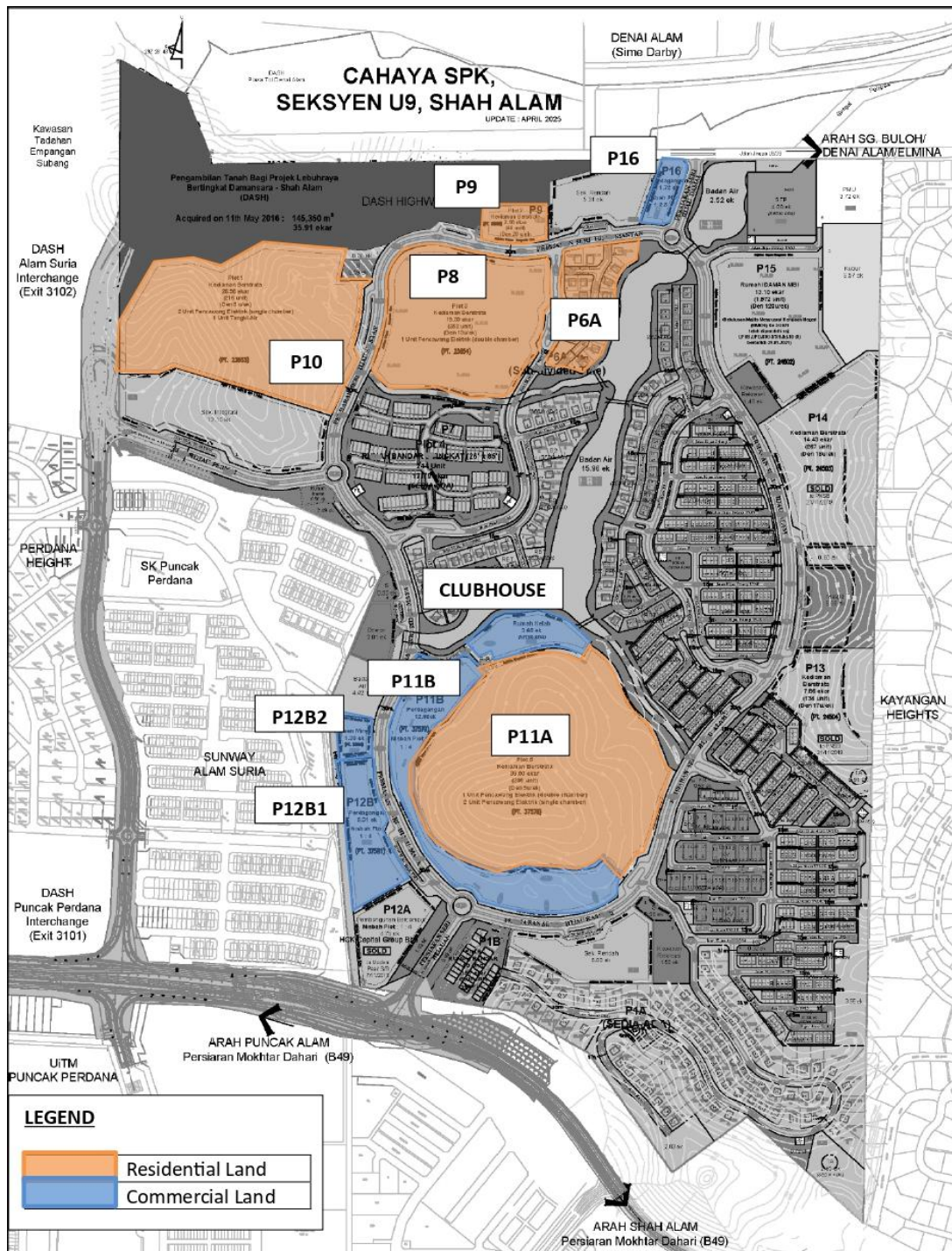
YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR AND THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSED DISPOSALS TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED DISPOSALS

2.1 Information on the Proposed Disposals

SJP is the developer of the development known as Cahaya SPK in Shah Alam, Selangor. The first development phase of Cahaya SPK was completed in 2009 while the latest phase was completed in 2016. From the original over 500 acres under the Cahaya SPK masterplan, approximately 113 acres currently remains undeveloped (“**Remaining Parcels**”). Meanwhile, as at the LPD, 13 townhouse units and 4 bungalow lots remain unsold (“**Inventories**”).

The Proposed Disposals collectively entail the disposal of the Remaining Parcels and Inventories. Depicted below is the masterplan of Cahaya SPK in which the lands and properties comprised in the Proposed Disposals are shaded.



The Remaining Parcels are divided into 9 precincts. Save for Precinct 6A which has been subdivided into 18 individual titles, each of the other precincts is represented by a single land title. The master development plan for the entire Cahaya SPK township was approved for mixed residential and commercial development by Majlis Bandaraya Shah Alam in 2006.

2.1.1 Information on the Proposed Prima Kuasa Disposal

The Proposed Prima Kuasa Disposal entails the disposal by SJP of three (3) parcels of residential leasehold land measuring approximately 48.489 acres held under HSD 260099, PT 23652, HSD 260100, PT 23653 and HSD 260101, PT 23654, all situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan, to Prima Kuasa for a total cash consideration of RM113.50 million.

No	Precinct	Land title no. (HSD)	Land use	Size (acre)
1	P8	260101	Residential	19.328
2	P9	260099	Residential	2.177
3	P10	260100	Residential	26.984
Total				48.489

SJP is the registered and beneficial owner of the Prima Kuasa SPA Lands.

The Proposed Prima Kuasa Disposal is subject to the terms and conditions of the Prima Kuasa SPA.

Please refer to Appendix IV of this Circular for further information of the salient terms of the Prima Kuasa SPA.

2.1.2 Information on the Proposed Myra Land Disposal

The Proposed Myra Land Disposal entails the disposal by SJP, of the following 19 parcels of residential leasehold land and 4 parcels of commercial leasehold lands measuring in total area of approximately 64.505 acres as well as 13 completed residential units with a total built up area of 35,835 sq ft and 4 completed bungalow lots with a total area of 121,794 sq ft, details of which are set out in Appendix II of this Circular, all situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan, to Myra Land for a total cash consideration of RM80.77 million.

No	Precinct	Land title no. (HSD)	Land use	Size (acre)
1	P6A	260106 - 260123	Residential	4.204
2	P11A	318639	Residential	38.996
3	P11B	318640	Commercial	12.977
4	P12B1	318642	Commercial	5.311
5	P12B2	318641	Commercial	1.295
6	P16	260098	Commercial	1.722
Total				64.505

No	Type	Number of properties	Total (sq ft)
1	Townhouse	13	Built-Up Area 35,835
2	Bungalow lots	4	Land Area 121,794

SJP is the registered and beneficial owner of the Myra Land SPA Lands and Properties.

The Proposed Myra Land Disposal is subject to the terms and conditions of the Myra Land SPA.

Please refer to Appendix V of this Circular for further information of the salient terms of the Myra Land SPA and the Myra Land Addendum.

2.1.3 Information on the Proposed Paramount Property Disposal

The Proposed Paramount Property Disposal entails the disposal by CSRCB, of a commercial leasehold land measuring approximately 3.652 acres held under HSD 260161, PT 23714 situated at Mukim Bukit Raja, Daerah Petaling, Negeri Selangor Darul Ehsan, to Paramount Property for a total cash consideration of RM13.30 million.

No	Precinct	Land title no. (HSD)	Land use	Size (acre)
1	Clubhouse	260161	Commercial	3.652

There are two (2) buildings with a total built up area of approximately 38,000 sq ft on the Paramount Property SPA Land previously used for clubhouse purpose and which contains, among others, a 2 in 1 multipurpose hall for 2 badminton or half size basketball indoor courts, 2 squash courts, 2 outdoor tennis courts, gymnasium room, banquet halls, a wading pool and a swimming pool ("**Clubhouse**").

CSRCB is the sole registered and beneficial owner of the Paramount Property SPA Land.

The Proposed Paramount Property Disposal is subject to the terms and conditions of Paramount Property SPA.

Please refer to Appendix VI of this Circular for further information of the salient terms of the Paramount Property SPA.

2.2 Information on SJP Group

2.2.1 Information on SJP

SJP was incorporated in Malaysia as a private company limited by shares on 12 December 1974 under the Companies Act 1965 and is deemed registered under the Act. Its principal activity is property development and SJP is the developer of a development known as Cahaya SPK in Shah Alam, Selangor.

As at the LPD, SJP has an issued share capital of RM234,450,000 comprising 2,500,000 ordinary shares and 231,950,000 RPS.

The directors of SJP are Ir. Dr. Azman bin Ahmad ("**Ir. Dr. Azman**") and Zurila binti Ahmad ("**Zurila**").

Our Company is the sole holder of SJP's ordinary shares and RPS.

Details on the shareholders of SJP are set out below:

Shareholder	Place of incorporation / Nationality	Direct		Indirect	
		No. of shares	%	No. of shares	%
SPK	Malaysia	2,500,000	100	-	-
Gerak Jaguh Sdn. Bhd.	Malaysia	-	-	⁽¹⁾ 2,500,000	100
Saiful Aznir bin Shahabudin	Malaysian	-	-	⁽²⁾ 2,500,000	100
Ir. Dr. Azman	Malaysian	-	-	⁽²⁾ 2,500,000	100

Notes:

(1) Deemed interested by virtue of its direct interest in SPK pursuant to section 8(4) of the Act.

- (2) *Deemed interested by virtue of their direct interest in Gerak Jaguh Sdn. Bhd. pursuant to section 8(4) of the Act.*

SJP has one wholly-owned subsidiary, CSRCB.

2.2.2 Information on CSRCB

CSRCB was incorporated in Malaysia as a private company on 27 March 2006 under the name of Global Lagoon Sdn. Bhd. It subsequently changed its name to Cahaya SPK Resort Club Sdn. Bhd. on 23 August 2010, before converting into a public company under its present name on 29 October 2010. Its principal activities are to own, manage and operate a clubhouse which is located within Cahaya SPK. CSRCB has ceased operating the clubhouse in the financial year ended 31 December 2024 and has minimal level of operations as at the LPD.

As at the LPD, CSRCB has an issued and paid-up share capital of RM23,159,000 comprising 1,000,000 ordinary shares and 22,159,000 RPS. The directors of CSRCB are Ir. Dr. Azman and Zurila.

SJP is the sole holder of CSRCB's ordinary shares and RPS.

Details on the shareholders of CSRCB are set out below:

Shareholder	Place of incorporation / Nationality	Direct		Indirect	
		No. of shares	%	No. of shares	%
SJP	Malaysia	1,000,000	100	-	-
SPK	Malaysia	-	-	(1) 1,000,000	100
Gerak Jaguh Sdn. Bhd.	Malaysia	-	-	(2) 1,000,000	100
Saiful Aznir bin Shahabudin	Malaysian	-	-	(3) 1,000,000	100
Ir. Dr. Azman	Malaysian	-	-	(3) 1,000,000	100

Notes:

- (1) *Deemed interested by virtue of its direct interest in SJP pursuant to section 8(4) of the Act.*
- (2) *Deemed interested by virtue of its direct interest in SPK pursuant to section 8(4) of the Act.*
- (3) *Deemed interested by virtue of their direct interest in Gerak Jaguh Sdn. Bhd. pursuant to section 8(4) of the Act.*

2.3 Information on the Purchasers

2.3.1 Information on Prima Kuasa

Prima Kuasa is a company incorporated in Malaysia as a private company limited by shares on 10 November 2025 under the Act. Prima Kuasa has its registered office at Level 12, Tower B, Pusat Perdagangan Dataran Atwater, Jalan Profesor Diraja Ungku Aziz, 46200 Petaling Jaya, Selangor Darul Ehsan. Its principal business activity is property development.

As at the LPD, Prima Kuasa has an issued share capital of RM250,000.00 represented by 250,000 ordinary shares.

The shareholders of Prima Kuasa and their direct and indirect shareholdings in Prima Kuasa as at the LPD are set out below:

Shareholder	Place of incorporation / Nationality	Direct		Indirect	
		No. of ordinary shares	%	No. of ordinary shares	%
Paramount Property (Lakeview) Sdn. Bhd.	Malaysia	175,000	70	-	-
Abdul Rahman bin Ali	Malaysian	75,000	30	-	-
Paramount	Malaysia	-	-	⁽¹⁾ 175,000	70
Benjamin Teo Jong Hian	Malaysian	-	-	⁽²⁾ 175,000	70

Notes:

- (1) Deemed interested by virtue of its direct interest in Paramount Property (Lakeview) Sdn. Bhd pursuant to section 8(4) of the Act.
- (2) Deemed interested by virtue of his direct & indirect interest in Paramount pursuant to section 8(4) of the Act.

The current directors of Prima Kuasa are Chew Sun Teong, Benjamin Teo Jong Hian, Beh Chun Chong and Abdul Rahman bin Ali.

2.3.2 Information on Myra Land

Myra Land was incorporated in Malaysia as a private company limited by shares on 29 April 2015 under the Companies Act 1965 and is deemed registered under the Act. Myra Land was incorporated under the name of OIB Properties (Meru) Sdn. Bhd. and assumed its present name on 9 February 2018. Its principal activities are property development, oil palm cultivation and property investment.

As at the LPD, Myra Land has an issued share capital of RM500,000.00 comprising 500,000 ordinary shares.

The shareholders of Myra Land and their direct and indirect shareholdings in Myra Land as at the LPD are as follows:

Shareholder	Place of incorporation	Direct		Indirect	
		No. of shares	%	No. of shares	%
Oriental Interest Berhad	Malaysia	350,000	70	-	-
Jupiter Sunrise Sdn. Bhd.	Malaysia	-	-	⁽¹⁾ 350,000	70
LLSB 1980 Holdings Sdn. Bhd.	Malaysia	-	-	⁽¹⁾ 350,000	70
Low Ping Kun Sdn. Bhd.	Malaysia	-	-	⁽²⁾ 350,000	70
Low Keong Koon Sdn. Bhd.	Malaysia	-	-	⁽²⁾ 350,000	70
LLS & Sons Sendirian Berhad	Malaysia	-	-	⁽²⁾ 350,000	70

Shareholder	Place of incorporation	Direct		Indirect	
		No. of shares	%	No. of shares	%
Pesaka Saujana Properties Sdn. Bhd.	Malaysia	150,000	30	-	-
Che Ani Bin Hashim	Malaysian	-	-	⁽³⁾ 150,000	30
Mohamad Ridzuan Bin Mahmud	Malaysian	-	-	⁽³⁾ 150,000	30

Notes:

- (1) Deemed interested by virtue of its direct interest in Oriental Interest Berhad pursuant to section 8(4) of the Act.
- (2) Deemed interested by virtue of their indirect interest in LLSB 1980 Holdings Sdn. Bhd. pursuant to section 8(4) of the Act.
- (3) Deemed interested by virtue of their direct interest in Pesaka Saujana Properties Sdn. Bhd. pursuant to section 8(4) of the Act.

The directors of Myra Land are Low Chee Peng, Low Kok Shen and Khoh Why Way.

2.3.3 Information on Paramount Property

Paramount Property is a company incorporated in Malaysia as a private company limited by shares on 21 December 1989 under the Companies Act 1965 and is deemed registered under the Act. Paramount Property has its registered office at Level 12, Tower B, Pusat Perdagangan Dataran Atwater, Jalan Profesor Diraja Ungku Aziz, 46200 Petaling Jaya, Selangor Darul Ehsan. Its principal business activity is property development.

As at the LPD, Paramount Property has an issued share capital of RM102,500,000.00 represented by 5,000,000 ordinary shares and 19,500 non-cumulative redeemable convertible preference shares ("NCRCPs").

Paramount is the sole holder of 5,000,000 ordinary shares and 19,500 NCRCPs in Paramount Property.

The shareholder of Paramount Property and its direct and indirect shareholdings in Paramount Property as at the LPD are set out below:

Shareholder	Place of incorporation / Nationality	Direct		Indirect	
		No. of ordinary shares	%	No. of ordinary shares	%
Paramount	Malaysia	5,000,000	100	-	-
Benjamin Teo Jong Hian	Malaysian	-	-	⁽¹⁾ 5,000,000	100

Shareholder	Place of incorporation / Nationality	Direct		Indirect	
		No. of NCRCPs	%	No. of NCRCPs	%
Paramount	Malaysia	19,500	100	-	-
Benjamin Teo Jong Hian	Malaysian	-	-	⁽¹⁾ 19,500	100

Note:

- (1) *Deemed interested by virtue of his direct & indirect interest in Paramount pursuant to section 8(4) of the Act.*

The current directors of Paramount Property are Chew Sun Teong, Benjamin Teo Jong Hian, Beh Chun Chong, Foong Poh Seng, Chee Siew Pin and Ooi Ee Sze.

2.4 Disposal Consideration

2.4.1 Sale of Prima Kuasa SPA Lands

The Prima Kuasa SPA disposal consideration of RM113,500,000.00 was arrived at on an 'as is where is' basis in or substantially in the same physical state and condition that the Prima Kuasa SPA Lands are in as at the date of the Prima Kuasa SPA free from all encumbrances and with vacant possession, subject to and upon the terms and conditions of the Prima Kuasa SPA.

2.4.2 Sale of Myra Land SPA Lands and Properties

The Myra Land SPA disposal consideration of RM80,766,579.00 was arrived at on an 'as is where is' basis with vacant possession / legal possession, free from any encumbrances and free from squatter or occupants but without infrastructure, but nevertheless subject to the conditions of title or strata title whether expressed or implied affective the same and tenancy, upon the terms and conditions of the Myra Land SPA.

As the Myra Land SPA Lands and Properties are sold without infrastructure, SJP and Myra Land had on 9 January 2026 entered into the Myra Land Addendum whereby Myra Land agrees and undertakes to do all that is necessary to effect and complete the Outstanding Common Infra Works serving the Cahaya SPK development under the approved Majlis Bandaraya Shah Alam Kebenaran Merancang and Layout dated 15 November 2018 and the additional requirements under the Cahaya SPK development – Outstanding Common Infra Works from the completion of its acquisition of the Myra Land SPA at their own costs and expense.

In the event the relevant authorities require or impose additional requirements for the common infrastructure works at Cahaya SPK in respect of the remaining vacant land held for future development in Cahaya SPK, Myra Land shall be responsible to determine and negotiate any costs reimbursement, cost sharing, payment or compensation that would be required of the subject owner of the land or its nominee and Myra Land shall be entitled to any such costs reimbursements, cost sharing, payments or compensation. Myra Land shall be only responsible to carry out such additional infrastructure works in compliance with the requirements of the relevant authorities if agreed by Myra Land with the subject owner or its nominee.

2.4.3 Sale of Paramount Property SPA Land

The Paramount Property SPA disposal consideration of RM13,300,000.00 was arrived at on an 'as is where is' basis in or substantially in the same physical state and condition that the Paramount Property SPA Land is in as at the date of the Paramount Property SPA free from all encumbrances and with vacant possession, save for the tenancies, subject to and upon the terms and conditions of the Paramount Property SPA.

2.5 Mode of Settlement

2.5.1 Prima Kuasa SPA

The Disposal Consideration of the Prima Kuasa SPA is to be settled in the following manner:

Date of settlement	Payment	RM
Prior to the execution of the Prima Kuasa SPA	Deposit representing ten percent (10%) of the disposal consideration paid to SJP	11,350,000.00
Within three (3) months from the unconditional date	Balance sum representing ninety percent (90%) of the disposal consideration payable to SJP's solicitors as stakeholder	102,150,000.00
Disposal consideration		113,500,000.00

Please refer to Section 2 of Appendix IV for further information of the payment terms.

2.5.2 Myra Land SPA

The Disposal Consideration of the Myra Land SPA is to be settled in the following manner:

Date of settlement	Payment	RM
Prior to the execution of the Myra Land SPA	Forfeitable deposit and earnest money of the sum of RM2,264,000.00 paid by Myra Land to SJP	8,076,657.90
Upon execution of the Myra Land SPA	Forfeitable deposit and earnest money of the sum of RM5,812,657.90 paid by Myra Land to SJP	
Within three (3) months from the unconditional date	Balance sum representing ninety percent (90%) of the disposal consideration payable to SJP's solicitors as stakeholder	72,689,921.10
Disposal consideration		80,766,579.00

Please refer to Section 2 of Appendix V for further information of the payment terms.

2.5.3 Paramount Property SPA

The Disposal Consideration of the Paramount Property SPA is to be settled in the following manner:

Date of settlement	Payment	RM
Prior to the execution of the Paramount Property SPA	Deposit representing ten percent (10%) of the disposal consideration paid to CSRCB	1,330,000.00
Within three (3) months from the unconditional date	Balance sum representing ninety percent (90%) of the disposal consideration payable to CSRCB's solicitors as stakeholder	11,970,000.00
Disposal consideration		13,300,000.00

Please refer to Section 2 of Appendix VI for further information of the payment terms.

2.6 Conditions Precedent

2.6.1 Condition

The Proposed Prima Kuasa Disposal, Proposed Myra Land Disposal and Proposed Paramount Property Disposal are conditional upon obtaining the approval of:

- (i) the Economic Planning Unit of the Ministry of Economy Malaysia;
- (ii) the State Authority; and/or

(iii) our shareholders.

On 6 March 2026, the Economic Planning Unit of the Ministry of Economy Malaysia has approved the Proposed Prima Kuasa Disposal.

On 7 April 2026, the State Authority has approved the Proposed Prima Kuasa Disposal pursuant to the issuance of blanket consent.

Please refer to Section 3 of Appendices IV, V and VI for further information of the Conditions Precedent of the Proposed Disposals SPA.

2.6.2 Non-Fulfilment

In the event the Conditions Precedent of the Proposed Disposals SPA are not fulfilled within the CPP or the Extended CPP, the Proposed Disposals SPA shall be deemed terminated and rendered null and void and be of no further force or effect and the parties shall have no claims against the other in respect of any matter hereto save for any antecedent breach.

Please refer to Section 4 of Appendix IV, Section 3 (iv) of Appendix V and Section 4 of Appendix VI for further information of the non-fulfilment of the Proposed Disposals SPA.

2.7 Date and original cost of investment

SJP's total cost of investment in the Prima Kuasa SPA Lands, Myra Land SPA Lands and Properties and Paramount Property SPA Land from its acquisition on 23 August 2004 up to the LPD is as set out below:

	Cost of investment RM'000
Prima Kuasa SPA Lands	53,916
Myra Land SPA Lands and Properties	77,470
Paramount Property SPA Land	10,998
Total	142,384

2.8 Assumption of liabilities

There will be no liabilities, including contingent liabilities and guarantees, remaining with our Group after the Proposed Disposals. There is no guarantee given to SJP and CSRCB pursuant to the Proposed Disposals.

3. UTILISATION OF PROCEEDS

Subject to the completion of the Proposed Disposals SPA, SJP and CSRCB will collectively receive the Disposal Consideration of RM207,566,579.00 before taxes and expenses.

At this juncture, our Company has not determined any specific plans for the utilisation of the disposal proceeds. Our Board will carefully assess the Company's operational and strategic requirements, and will make the appropriate announcements once a decision on the utilisation of the disposal proceeds has been finalised.

4. RATIONALE OF THE PROPOSED DISPOSALS

The Proposed Disposals are in line with our Company's plan to monetise its assets and investments by disposing the Remaining Parcels and Inventory held by SJP Group.

5. RISK FACTORS OF THE PROPOSED DISPOSALS

The Proposal Disposals are subject to, but not limited to the following risks:

(i) Completion risk

The completion of the Proposed Disposals is conditional upon the conditions precedent detailed in the Proposed Disposals SPA being fulfilled or waived, as well as the compliance with the terms and conditions as stipulated in the Proposed Disposals SPA. In the event that one or more of the conditions precedent and / or terms is / are not fulfilled within the stipulated time period as set out in the Proposed Disposals SPA, or a breach of terms and conditions occurs, the Proposed Disposals may be delayed or terminated. Hence, there is no assurance that the Proposed Disposals can be completed within the time period permitted under the Proposed Disposals SPA. In addition, the Proposed Paramount Property Disposal is conditional upon the completion of the Proposed Prima Kuasa Disposal. In the event the Proposed Prima Kuasa Disposal is not completed for any reason whatsoever, the Proposed Paramount Property Disposal will also not complete notwithstanding that the conditions precedent in the Paramount Property SPA have been met and there is no breach of terms and conditions in such agreement.

Notwithstanding the above, SJP Group will take all necessary steps to ensure that the conditions precedent and the terms and conditions as set out in the SPA are fulfilled in a timely manner to facilitate the completion of the Proposed Disposals.

(ii) Loss of potential future land appreciation

Upon implementation of the Proposed Disposals, the Prima Kuasa SPA Lands, Myra Land SPA Lands and Properties and Paramount Property SPA Land will be disposed at the Disposal Consideration.

In turn, SJP Group will not be able to benefit from any future appreciation in the value of the said lands and properties if it were to be disposed of at a later date. However, there is no assurance that the SJP Group would be able to source a ready buyer for the lands and properties in the future or dispose of the lands and properties at a value higher than the Disposal Consideration.

(iii) Loss of revenue

Upon implementation of the Proposed Disposals, the Prima Kuasa SPA Lands, Myra Land SPA Lands and Properties, and Paramount Property SPA Land will be disposed at the Disposal Consideration. Consequently, SJP Group will not be able to benefit from any future revenue and development opportunities that could have arisen from the continued ownership of the said lands and properties.

(iv) Compulsory acquisition by the Malaysian Government

The Malaysian government has the power to compulsorily acquire any land in Malaysia pursuant to the provisions of the applicable legislation including the Land Acquisition Act 1960. In such event, the amount of compensation to be awarded is based on the market value of the property and is assessed in accordance with the basis prescribed in the Land Acquisition Act 1960 and other relevant laws.

Should any compulsory acquisition take place prior to the completion of the Proposed Disposals and the Purchasers elects to terminate the Proposed Disposals SPA, the compensation to be awarded to SJP Group as a result of the compulsory acquisition could be lower than the Disposal Consideration. In this regard, SJP Group will endeavour to obtain fair compensation from the Malaysian government based on the Disposal Consideration.

6. EFFECTS OF THE PROPOSED DISPOSALS

6.1 Issued and paid-up share capital and substantial shareholders' shareholdings

The Proposed Disposals will not have any effect on our issued and paid-up share capital and our substantial shareholders' shareholdings as it does not involve any issuance of new shares.

6.2 Earnings and EPS

Based on the audited financial position of our Group as at 31 December 2025, the Proposed Disposals are expected to result in a proforma net gain on disposal of approximately RM50.09 million.

6.3 NA and gearing

Based on the audited financial position of our Group as at 31 December 2025, and on the assumption that the Proposed Disposals had been completed on that date, the proforma effects of the Proposed Disposals on the NA per Share and borrowings are as follows:

	Audited as at 31 December 2025 (RM'000)	After the Proposed Disposals (RM'000)
Share capital	248,336	248,336
Other reserves	(14,496)	(14,496)
Retained earnings	11,230	61,320
Shareholders' equity	245,070	295,160
No. of Shares in issue ('000)	248,336	248,336
NA per Share (RM)	0.99	1.19
Total borrowings	-	-

7. APPROVALS REQUIRED

The Proposed Disposals are conditional upon the Conditions Precedent as stipulated in Appendices IV, V and VI of this Circular being fulfilled, which include the approvals from the following:

- (i) approval of our shareholders present and voting either in person or by proxy at our Company's forthcoming EGM; and
- (ii) approvals / consents of any other relevant authorities and / or parties, if required.

8. CONDITIONALITY

The Proposed Paramount Property Disposal is subject to the completion of the Proposed Prima Kuasa Disposal, and not vice versa.

The Proposed Myra Land Disposal is not conditional upon the Proposed Paramount Property Disposal and / or the Proposed Prima Kuasa Disposal.

Save for the above, the Proposed Disposals are not conditional upon any other corporate proposals undertaken or to be undertaken by our Company.

9. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND / OR PERSONS CONNECTED WITH THEM

None of the directors, major shareholders and / or persons connected with them has any interest, whether direct or indirect, in any of the Proposed Disposals.

10. DIRECTORS' RECOMMENDATION

Our Board, having considered all aspects of the Proposed Disposals and after careful deliberation, is of the opinion that the Proposed Disposals are in the best interest of our Company.

Accordingly, the Board recommends that you **vote in favour** of the ordinary resolutions pertaining to the Proposed Disposals to be tabled at our forthcoming EGM.

11. ESTIMATED TIME FRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to the fulfilment and / or waiver of the Conditions Precedent and all relevant approvals being obtained, the Proposed Disposals are expected to be completed by the fourth quarter of 2026.

12. EGM

Our EGM, the notice of which is set out in this Circular, will be held at Royal Selangor Golf Club, Jalan Kelab Golf, Off Jalan Tun Razak, 55000 Kuala Lumpur on Thursday, 4 June 2026 at 11.30 a.m. or immediately following the conclusion or adjournment (as the case may be) of our Company's 65th Annual General Meeting (which will be held at the same venue and on the same day at 10.30 a.m.), whichever is later, for the purpose of considering and, if thought fit, to pass with or without modifications, the ordinary resolutions to give effect to the Proposed Disposals.

You may appoint a proxy to attend and vote on your behalf. If you wish to do so, you are requested to sign and complete the Form of Proxy and forward it to our Registered Office at 11th Floor, Menara Perak, No. 24, Jalan Perak, 50450 Kuala Lumpur not later than forty-eight (48) hours before the time set for our EGM. The Form of Proxy should be completed strictly in accordance with the instructions contained in the Form of Proxy. The lodging of the Form of Proxy will not, however, preclude you from attending and voting in person at our EGM should you subsequently wish to do so.

13. ADDITIONAL INFORMATION

You are advised to refer to the attached appendices for additional information.

Yours faithfully,
For and on behalf of the Board of Directors of
SHARIKAT PERMODALAN KEBANGSAAN BERHAD

GEN. TAN SRI YAACOB BIN MAT ZAIN (R)
Chairman / Independent Non-Executive Director

DETAILS OF THE PRIMA KUASA SPA LANDS

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
1.	SJP	HSD 260099, PT 23652, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	2.177 (94,809)
2.	SJP	HSD 260100, PT 23653, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	26.984 (1,175,419)
3.	SJP	HSD 260101, PT 23654, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	19.328 (841,942)

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DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
1.	SJP	HSD 260106, PT 23659, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.279 (12,174)
2.	SJP	HSD 260107, PT 23660, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.346 (15,080)
3.	SJP	HSD 260108, PT 23661, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.193 (8,428)
4.	SJP	HSD260109, PT23662, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.203 (8,826)
5.	SJP	HSD 260110, PT 23663, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.232 (10,086)
6.	SJP	HSD 260111, PT 23664, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.218 (9,483)

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
7.	SJP	HSD 260112, PT 23665, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.206 (8,977)
8.	SJP	HSD 260113, PT 23666, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.167 (7,287)
9.	SJP	HSD 260114, PT 23667, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.148 (6,448)
10.	SJP	HSD 260115, PT 23668, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.463 (20,150)
11.	SJP	HSD 260116, PT 23669, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.245 (10,689)
12.	SJP	HSD 260117, PT 23670, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.199 (8,676)

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
13.	SJP	HSD 260118, PT 23671, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.214 (9,311)
14.	SJP	HSD 260119, PT 23672, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.211 (9,182)
15.	SJP	HSD 260120, PT 23673, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.181 (7,879)
16.	SJP	HSD 260121, PT 23674, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.181 (7,879)
17.	SJP	HSD 260122, PT 23675, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.228 (9,914)
18.	SJP	HSD 260123, PT 23676, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land can be transferred, leased or charged upon obtaining the approval of the State Authority	None	Leasehold for 99 years up to 27 December 2108	0.290 (12,637)

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
19.	SJP	HSD 318639, PT 37578, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	38.996 (1,698,674)
20.	SJP	HSD 318640, PT 37579, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Commercial building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	12.977 (565,288)
21.	SJP	HSD 318641, PT 37580, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Commercial building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	1.295 (56,414)
22.	SJP	HSD 318642, PT 37581, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Commercial building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	5.311 (231,359)
23.	SJP	HSD 260098, PT 23651, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Commercial building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	1.722 (75,014)
24.	SJP	HSD 260175, PT 23728, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	0.841 (36,619)

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
25.	SJP	HSD 260179, PT 23732, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	0.769 (33,487)
26.	SJP	HSD 260241, PT 23804, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	0.647 (28,169)
27.	SJP	HSD 260189, PT 23742, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Residential building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 28 December 2108	0.540 (23,519)
28.	SJP	PN 110563, M1, Tingkat 1, No Petak 1, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,541
29.	SJP	PN 110563, M2, Tingkat 1, No Petak 27, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
30.	SJP	PN 110563, M3, Tingkat 1, No Petak 43, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859
31.	SJP	PN 110563, M5, Tingkat 1, No Petak 58, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859
32.	SJP	PN 110563, M9, Tingkat 1, No Petak 123, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,792
33.	SJP	PN 110563, M10, Tingkat 1, No Petak 139, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859
34.	SJP	PN 110563, M11, Tingkat 1, No Petak 151, Lot	-	Residential	This land cannot be transferred, leased or charged unless approval	None	Leasehold for 99 years up to	Built-Up Area (sq ft) 2,859

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
		87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor			is obtained from the State Authority		27 December 2108	
35.	SJP	PN 110563, M12, Tingkat 1, No Petak 154, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859
36.	SJP	PN 110563, M14, Tingkat 1, No Petak 190, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,746
37.	SJP	PN 110563, M16, Tingkat 1, No Petak 209, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,541
38.	SJP	PN 110563, M17, Tingkat 1, No Petak 226, Lot 87178, Mukim Bukit Raja,	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859

DETAILS OF THE MYRA LAND SPA LANDS AND PROPERTIES

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
39.	SJP	Daerah Petaling, Negeri Selangor PN 110563, M17, Tingkat 1, No Petak 241, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,343
40.	SJP	PN 110563, M17, Tingkat 1, No Petak 243, Lot 87178, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	-	Residential	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	Built-Up Area (sq ft) 2,859

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APPENDIX III

DETAILS OF THE PARAMOUNT PROPERTY SPA LAND

No.	Registered owner	Location of Property	Category of land use	Express Conditions	Restriction in Interest	Encumbrances	Title Type	Size of Land Acres/(sq ft)
1.	CSRCB	HSD 260161, PT 23714, Mukim Bukit Raja, Daerah Petaling, Negeri Selangor	Building	Commercial building	This land cannot be transferred, leased or charged unless approval is obtained from the State Authority	None	Leasehold for 99 years up to 27 December 2108	3.652 (159,091)

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SALIENT TERMS OF THE PRIMA KUASA SPA

The salient terms of the Prima Kuasa SPA are set out below:

1. Agreement to Sell and to Purchase

SJP agrees to sell and Prima Kuasa agrees to purchase the Prima Kuasa SPA Lands on an “as is where is” basis, free from all encumbrances with vacant possession, and upon the terms and conditions contained in the Prima Kuasa SPA.

2. Disposal Consideration and Payment Terms

The disposal consideration for the property shall be RM 113,500,000.00 (“**Prima Kuasa Disposal Consideration**”). The Prima Kuasa Disposal Consideration shall be paid by Prima Kuasa in the following manner:

- (i) Deposit representing ten percent (10%) of the Prima Kuasa Disposal Consideration amounting to RM11,350,000.00 was paid to SJP on 6 November 2026;
- (ii) Balance sum representing ninety percent (90%) of the Prima Kuasa Disposal Consideration payable to SJP’s solicitors as stakeholder within three (3) months from the unconditional date (“**Completion Period**”) amounting to RM102,150,000.00 (“**Prima Kuasa Balance Sum**”);

Failing the payment of the Prima Kuasa Balance Sum within the Completion Period, SJP shall grant an automatic extension of one (1) month (“**Extended Completion Period**”), subject to Prima Kuasa paying interest on the outstanding amount at a rate to be calculated from the commencement of the extension until the date of full payment.

The date on which the full amount of the Prima Kuasa Balance Sum is paid to SJP’s solicitors as stakeholder shall be deemed the “**Completion Date**,” at which point Prima Kuasa shall become the sole beneficial owner of the Prima Kuasa SPA Lands.

3. Conditions Precedent

The Prima Kuasa SPA is conditional upon the compliance and fulfilment of the following conditions precedent (“**Conditions Precedent**”) on or before the expiry of the CPP with an Extended CPP:

- (i) SJP having obtained, at its own costs and expenses:
 - (a) the approval in general meeting of the shareholders of SPK (“**Shareholders’ Approval**”); and
 - (b) the written approval of the State Authority (“**Consent to Transfer**”) for the transfer of the Prima Kuasa SPA Lands to Prima Kuasa pursuant to the restrictions in interest set out in the title deeds; and
- (ii) Prima Kuasa having obtained, at its own costs and expenses:
 - (a) the written approval of the Economic Planning Unit under the Ministry of Economy (“**EPU Approval**”) for the acquisition of the Prima Kuasa SPA Lands by Prima Kuasa from SJP; and
 - (b) the written approval of the State Authority (“**Consent to Charge**”) to charge the Prima Kuasa SPA Lands in favour of the financier pursuant to the restrictions in interest set out in the title deeds;

SALIENT TERMS OF THE PRIMA KUASA SPA

- (iii) any other approvals as may be required to be obtained by SJP and / or Prima Kuasa for the sale and transfer of the Prima Kuasa SPA Lands to Prima Kuasa on terms and conditions acceptable to Prima Kuasa.

4. Non-fulfilment of Conditions Precedent

In the event that any of the Conditions Precedent are not fulfilled within the CPP with the Extended CPP, the Prima Kuasa SPA shall cease to have any effect and shall become null and void and neither party shall have any right or claim against the other save for antecedent breaches.

5. Events of Default**A. Default by SJP**

In the event that SJP shall fail to observe or perform any material covenants, obligations or undertakings on its part under the Prima Kuasa SPA or shall be in breach of any of its representations or warranties, and provided that Prima Kuasa shall have duly performed or is ready and willing to perform all covenants and obligations on its part, Prima Kuasa shall be entitled to:

- (i) seek the remedy of specific performance against SJP; or
- (ii) terminate the Prima Kuasa SPA by giving notice in writing to SJP whereupon:-
 - a) SJP shall refund to Prima Kuasa all monies paid by Prima Kuasa under the Prima Kuasa SPA together with interest accrued thereon; and
 - b) SJP shall pay an additional sum equivalent to ten per cent (10%) of the Prima Kuasa Disposal Consideration to Prima Kuasa as agreed liquidated damages; and
 - c) thereafter the Prima Kuasa SPA shall be rendered null and void and be of no further force or effect and the parties shall have no claims against each other save for antecedent breaches.

B. Default by Prima Kuasa

In the event that Prima Kuasa shall fail to observe or perform any material covenants, obligations or undertakings on its part under the Prima Kuasa SPA, including failure to pay the balance sum in accordance with the provisions of the Prima Kuasa SPA, and provided that SJP shall have duly performed or is ready and willing to perform all covenants and obligations on its part, SJP shall be entitled to terminate the Prima Kuasa SPA by giving notice in writing to Prima Kuasa whereupon:-

- (i) SJP shall be entitled to forfeit the deposit as agreed liquidated damages;
- (ii) all other monies paid by Prima Kuasa towards the account of the Prima Kuasa Disposal Consideration shall be refunded to Prima Kuasa; and
- (iii) thereafter the Prima Kuasa SPA shall be deemed to be null and void and of no further force and effect and neither party shall have any claim against the other save for antecedent breaches.

SALIENT TERMS OF THE PRIMA KUASA SPA

6. Delivery of Possession

SJP shall deliver vacant possession of the Prima Kuasa SPA Lands, free of encumbrances and without any occupants including squatters, equipment and / or junks, and in or substantially in the same physical state and condition that the Prima Kuasa SPA Lands are in as at the agreement date, within two (2) business days from the Completion Date ("**VP Date**") and for this purpose, the parties shall conduct a joint inspection of the Prima Kuasa SPA Lands on the proposed date within the said period of two (2) business days from the Completion Date for delivery of vacant possession of the Prima Kuasa SPA Lands for Prima Kuasa to be satisfied that there are no occupants including squatters, equipment and / or junks on the Prima Kuasa SPA Lands.

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SALIENT TERMS OF THE MYRA LAND SPA AND THE MYRA LAND ADDENDUM

The salient terms of the Myra Land SPA are set out below:

1. Agreement to Sell and to Purchase

SJP has agreed to sell and Myra Land has agreed to purchase the said Myra Land SPA Lands and Properties on an “as is where is” basis with vacant possession / legal possession (as the case may be), free from any encumbrances and free from squatter / occupants but without infrastructure but nevertheless subject to all conditions of title / strata title whether express of implied affecting the same and the said tenancy (in respect of those property tenanted) as may be subsisting upon the completion date of the Myra Land SPA upon the terms and conditions hereinafter contained in the Myra Land SPA.

2. Disposal Consideration and Payment Terms

The disposal consideration for the Myra Land SPA Lands and Properties is RM 80,766,579.00 (“**Myra Land Disposal Consideration**”). The Myra Land Disposal Consideration shall be satisfied by way of a forfeitable deposit and earnest money of 10% amounting to RM8,076,657.90 paid by Myra Land to SJP. The balance of the Myra Land Disposal Consideration (“**Myra Land Balance Sum**”) of 90%, RM 72,689,921.10 shall be paid by Myra Land to SJP’s solicitor as stakeholder on or before the expiry of three (3) months from the unconditional date. The unconditional date refers to the date of receipt by Myra Land’s solicitors of the original certified true copy of the last of Consent to Transfer, EPU Approval and Vendor’s Shareholders’ Approval (“**Unconditional Date**”). SJP shall automatically grant Myra Land an extension of one (1) month from the aforesaid stipulated time whereupon Myra Land shall pay to SJP interest on outstanding Myra land Balance Sum at the rate of 8% per annum with daily rests from the expiry of the Completion Period until the SJP’s solicitors’ full receipt of the outstanding Myra Land Balance Sum.

3. Conditions Precedent

The obligations of SJP to sell and Myra Land to buy the Myra Land SPA Lands and Properties are conditional on the following being satisfied or obtained within the CPP which shall be automatically extended for a period of three (3) months and such other periods as may be mutually agreed by the parties in writing:

- (i) Consent to Transfer being obtained by SJP. SJP shall at their own costs and expenses make the necessary application to obtain the Consent to Transfer.
- (ii) EPU Approval in accordance to the “Garis Panduan Perolehan Tanah (13 July 2022)” as SJP is a bumiputera company and the Disposal Consideration of the Myra Land SPA Lands and Properties exceeds RM20 million. Myra Land shall submit the application for the EPU Approval at their own costs and expenses and furnish a copy of the submission application with the receipt duly acknowledged to SJP’s Solicitors upon submission thereof.
- (iii) Shareholders’ Approval in respect of the disposal of the Myra Land SPA Lands and Properties to Myra Land.

SALIENT TERMS OF THE MYRA LAND SPA AND THE MYRA LAND ADDENDUM

- (iv) In the event that the EPU Approval, Consent to Transfer and / or the Shareholders' Approval are not obtained at the end of the CPP or the Extended CPP, as the case may be, either party shall be at liberty to determine the Myra Land SPA by notice in writing to the other party in which event Myra Land shall return or cause to be returned to SJP the original title / Strata Title, Memorandum of Transfer and all other documents forwarded by SJP in respect of the Myra Land SPA Lands and Properties (where practicable) and re-deliver vacant possession or legal possession (as the case may be) of the Myra Land SPA Lands and Properties (if not already been delivered), and SJP shall forthwith refund all monies paid by Myra Land to them pursuant to the Myra Land SPA and upon such refund and the Myra Land SPA shall thereafter be rendered null and void and be of no further legal effect, save for any antecedent breaches of the Myra Land SPA.

Myra Land shall not be entitled to reject or deem the condition to be unacceptable to them if the condition is set out in Part III of the Guidelines on Acquisition of Properties by the EPU.

- (v) The date of receipt by the Myra Land's solicitors of the original copy / certified true copy of the last of the EPU Approval, Consent to Transfer and Shareholders' Approval shall be the Unconditional Date for the purpose of the Myra Land SPA.

4. Completion

The completion of the Myra Land SPA shall be the date of receipt by SJP's solicitors of the Myra Land Balance Sum with the late payment interest (if any) ("**the Completion Date**").

5. Events of Default

A. Default by SJP

In the event SJP fails, refuses, or neglects to complete the sale, execute a valid and registrable Memorandum of Transfer, or commits a material breach of terms or covenants and fails to remedy it within fourteen (14) calendar days of notification, Myra Land shall be entitled to:

- (i) Seek the remedy of specific performance against SJP; or
- (ii) Terminate the agreement, whereupon:
 - a) SJP shall refund the Deposit (free of interest) within fourteen (14) calendar days;
 - b) SJP shall pay an additional sum equivalent to the Deposit as agreed liquidated damages;
 - c) SJP shall be liable for interest at 8% per annum if the refund is delayed; and
 - d) Thereafter, the agreement shall be null and void.

B. Default by Myra Land

In the event Myra Land fails to make payment as stipulated or commits a material breach of terms or covenants and fails to remedy it within fourteen (14) calendar days of notification, SJP shall be entitled to:

SALIENT TERMS OF THE MYRA LAND SPA AND THE MYRA LAND ADDENDUM

- (i) Forfeit the deposit absolutely as agreed liquidated damages;
- (ii) Refund all other sums paid towards the Myra Land Disposal Consideration (free of interest) to Myra Land; and

Thereafter, the agreement shall be deemed null and void, and SJP may resell the Myra Land SPA Lands and Properties at its absolute discretion without accounting for any profit made.

6. Delivery of Vacant & Legal Possession

Vacant possession of the Myra Land SPA Lands and Properties listed in annexure B in the Myra Land SPA shall be delivered to Myra Land within (7) working days from the date of receipt by SJP's solicitors of the Myra Land Balance Sum and the late payment interest (if any) ("**the Vacant Possession Date**"). Legal possession of the Myra Land SPA Lands and Properties listed in annexure B3 and annexure C in the Myra Land SPA, shall be deemed delivered on the Completion Date, whereupon Myra Land shall be entitled to all rental proceeds and security deposits.

The salient terms of the Myra Land Addendum are set out below:

1. Agreement to complete the outstanding common infrastructure works

Myra Land agrees and undertakes to carry out the duties and obligations set out in the Myra Land Addendum and to do all that is necessary to effect and complete the outstanding common infrastructure works serving the Cahaya SPK development under the approved Majlis Bandaraya Shah Alam Kebenaran Merancang and layout dated 15 November 2018 (as set out in Appendix I and II of the Myra Land Addendum) and the additional requirements defined under the Cahaya SPK development (as set out in Appendix III of the Myra Land Addendum) at Myra Land's own cost and expenses.

2. Scope of Works

Myra Land shall be responsible and accountable from the Completion Date under the Myra Land SPA for all the Outstanding Common Infra works at the Cahaya SPK development - which are initial concept / design stage, appointments of the respective consultants, submitting and obtaining the necessary approvals from the relevant authorities, constructing, commissioning, testing, and final handover to the relevant authorities, delivering a fully operational, "ready-to-use" facility or system as set out in Appendix I, II, III, IV and V of the Myra Land Addendum with a single point of responsibility at Myra Land's own costs and expenses.

3. Indemnity

Myra Land shall indemnify SJP against all direct losses, damages, liabilities, claims, suits, proceedings, fines or penalties, costs, and expenses arising from any acts done from the Completion Date by Myra Land in carrying out the Outstanding Common Infra Works.

SJP shall indemnify Myra Land against all direct losses, damages, liabilities, claims, suits, proceedings, fines or penalties, costs, and expenses arising from any acts done by SJP before the Completion Date in respect of the Outstanding Common Infra Works.

SALIENT TERMS OF THE PARAMOUNT PROPERTY SPA

The salient terms of the Paramount Property SPA are set out below:

1. Agreement to Sell and to Purchase

CSRCB agrees to sell and Paramount Property agrees to purchase the Paramount Property SPA Land on an “as is where is” basis free from all encumbrances with vacant possession, and upon the terms and conditions contained in the Paramount Property SPA.

2. Disposal Consideration and Payment Terms

The disposal consideration for the Paramount Property SPA Land shall be RM 13,300,000.00 (“**Paramount Property Disposal Consideration**”). The Paramount Property Disposal Consideration shall be paid by Paramount Property in the following manner:

- (i) Deposit representing ten percent (10%) of the Paramount Property Disposal Consideration paid to CSRCB on 6 November 2025 amounting to RM1,330,000.00;
- (ii) RPGT sum amounting to RM399,000.00 to be delivered by CSRCB to Paramount Property’s solicitors upon the execution of the Paramount Property SPA;
- (iii) Balance sum representing ninety percent (90%) of the Paramount Property Disposal Consideration payable to CSRCB’s solicitors as stakeholder within the Completion Period amounting to RM11,970,000.00 (“**Paramount Property Balance Sum**”).

Failing the payment of the Paramount Property Balance Sum within the Completion Period, CSRCB shall grant Extended Completion Period, subject to Paramount Property paying interest on the outstanding amount at a rate to be calculated from the commencement of the extension until the date of full payment.

The date on which the full amount of the Paramount Property Balance Sum is paid to CSRCB’s solicitors as stakeholder shall be deemed the “**Completion Date**,” at which point Paramount Property shall become the sole beneficial owner of the Paramount Property SPA Land.

3. Conditions Precedent

The Paramount Property SPA is conditional upon the compliance and fulfilment of the following Conditions Precedent on or before the expiry of the CPP with an Extended CPP:

- (i) CSRCB having obtained, at its own costs and expenses:
 - (a) the Shareholders’ Approval; and
 - (b) the Consent to Transfer for the transfer of the Paramount Property SPA Land to Paramount Property pursuant to the restrictions in interest set out in the Title Deeds; and
- (ii) Paramount Property having obtained, at its own costs and expenses:
 - (a) if required for the purpose of CSRCB’s application for the Consent to Transfer, the EPU Approval for the acquisition of the Paramount Property SPA Land by Paramount Property from CSRCB; and
 - (b) the Consent to Charge to charge the Paramount Property SPA Land in favour of the financier pursuant to the restrictions in interest set out in the title deeds;

SALIENT TERMS OF THE PARAMOUNT PROPERTY SPA

- (c) any other approvals as may be required to be obtained by CSRCB and / or Paramount Property for the sale and transfer of the Paramount Property SPA Land to Paramount Property on terms and conditions acceptable to Paramount Property.

4. Non-fulfilment of Conditions Precedent

In the event that any of the Conditions Precedent are not fulfilled within the CPP with the Extended CPP, the Paramount Property SPA shall cease to have any effect and shall become null and void and neither party shall have any right or claim against the other save for antecedent breaches.

5. Events of Default**A. Default by CSRCB**

In the event that the CSRCB shall fail to observe or perform any material covenants, obligations or undertakings on its part under the Paramount Property SPA or shall be in breach of any of its representations or warranties, and provided that Paramount Property shall have duly performed or is ready and willing to perform all covenants and obligations on its part, Paramount Property shall be entitled to:

- (i) seek the remedy of specific performance against CSRCB; or
- (ii) terminate the Paramount Property SPA by giving notice in writing to CSRCB whereupon:-
 - a) CSRCB shall refund to Paramount Property all monies paid by Paramount Property under the Paramount Property SPA together with interest accrued thereon; and
 - b) CSRCB shall pay an additional sum equivalent to ten per cent (10%) of the Paramount Property Disposal Consideration to Paramount Property as agreed liquidated damages; and
 - c) thereafter the Paramount Property SPA shall be rendered null and void and be of no further force or effect and the parties shall have no claims against each other save for antecedent breaches.

B. Default by Paramount Property

In the event that Paramount Property shall fail to observe or perform any material covenants, obligations or undertakings on its part under the Paramount Property SPA, including failure to pay the Balance Sum in accordance with the provisions of the Paramount Property SPA, and provided that CSRCB shall have duly performed or is ready and willing to perform all covenants and obligations on its part, CSRCB shall be entitled to terminate the Paramount Property SPA by giving notice in writing to Paramount Property whereupon:-

- (i) CSRCB shall be entitled to forfeit the deposit as agreed liquidated damages;
- (ii) all other monies paid by Paramount Property towards the account of the Paramount Property Disposal Consideration shall be refunded to Paramount Property; and

SALIENT TERMS OF THE PARAMOUNT PROPERTY SPA

- (iii) thereafter the Paramount Property SPA shall be deemed to be null and void and of no further force and effect and neither party shall have any claim against the other save for antecedent breaches.

6. Delivery of Possession

CSRCB shall deliver vacant possession of the Paramount Property SPA Land , free of encumbrances and without any occupants, save and except for the tenancies, and in or substantially in the same physical state and condition that the Paramount Property SPA Land is in as at the agreement date, within two (2) business days from the Completion Date (“**VP Date**”) and for this purpose, the parties shall conduct a joint inspection of the Paramount Property SPA Land on the proposed date within the said period of two (2) business days from the Completion Date for delivery of vacant possession of the Paramount Property SPA Land for Paramount Property to be satisfied that there are no occupants on the Paramount Property SPA Land and / or within the Clubhouse, save and except for the tenancies.

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ADDITIONAL INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board who, collectively and individually, accepts full responsibility for the accuracy of the information given herein. The Board hereby confirms that, after having made all reasonable enquiries to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Circular false or misleading.

2. CONSENTS AND CONFLICT OF INTERESTS**Kenanga IB**

Kenanga IB, being the Adviser to the Proposed Disposals, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which they appear in this Circular.

Kenanga IB has no conflict of interest that exists or is likely to exist in its capacity as the Adviser to our Company in relation to the Proposed Disposals.

3. MATERIAL COMMITMENTS

As at the LPD, there is no material commitment incurred or known to be incurred by the Group which may have a material impact on the financial results / position of the Group.

4. CONTINGENT LIABILITIES

As at the LPD, there is no contingent liability incurred or known to be incurred by the Group which, upon becoming enforceable, may have a material impact on the financial results / position of the Group.

5. MATERIAL LITIGATIONS, CLAIMS OR ARBITRATIONS

As at the LPD, there is no material litigation, claims or arbitration involving the Prima Kuasa SPA Lands, Myra Land SPA Lands and Properties and Paramount Property SPA Land.

6. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection during normal business hours at the Registered Office of our Company at 11th Floor, Menara Perak, No. 24, Jalan Perak, 50450 Kuala Lumpur between Monday and Friday (except public holidays) from the date of this Circular up to the time set for convening our forthcoming EGM:

- (i) Constitution of our Company, SJP and CSRCB;
- (ii) our audited consolidated financial statements for the past two (2) FYE 31 December 2024 and 2025;
- (iii) audited financial statements of SJP and CSRCB for the past two (2) FYE 31 December 2024 and 2025;

APPENDIX – ADDITIONAL INFORMATION (CONT'D)

- (iv) the Prima Kuasa SPA;
- (v) the Myra Land SPA;
- (vi) the Myra Land Addendum; and
- (vii) the Paramount Property SPA.

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SHARIKAT PERMODALAN KEBANGSAAN BERHAD

(Registration No. 196101000067(4115-H))

(Incorporated in Malaysia under the Companies Ordinance 1940 -1946 and deemed registered under the Companies Act 2016)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (“EGM”) of Sharikat Permodalan Kebangsaan Berhad (“SPK” or the “Company”) will be held at Royal Selangor Golf Club, Jalan Kelab Golf, Off Jalan Tun Razak, 55000 Kuala Lumpur on Thursday, 4 June 2026, at 11.30 a.m. or immediately following the conclusion or adjournment of the 65th Annual General Meeting of the Company scheduled to be held at the same venue and on the same day at 10.30 a.m. whichever is later for the purpose of considering and, if thought fit, passing with or without modifications the following ordinary resolutions:

ORDINARY RESOLUTION 1

PROPOSED DISPOSAL OF THREE PARCELS OF LEASEHOLD LAND MEASURING IN TOTAL AREA OF APPROXIMATELY 48.489 ACRES SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN (“PRIMA KUASA SPA LANDS”) FOR A TOTAL CASH CONSIDERATION OF RM113,500,000.00 BY S.J. PROPERTIES SDN. BHD. (“SJP”), A WHOLLY OWNED SUBSIDIARY OF THE COMPANY TO PRIMA KUASA SDN. BHD., A 70% INDIRECT OWNED SUBSIDIARY OF PARAMOUNT CORPORATION BERHAD (“PARAMOUNT”) VIA PARAMOUNT PROPERTY (LAKEVIEW) SDN. BHD. (“PROPOSED PRIMA KUASA DISPOSAL”)

“**THAT**, subject to the terms and conditions of the sale and purchase agreement dated 17 December 2025 entered into between SJP and Prima Kuasa, approval be and is hereby given to SJP to dispose the Prima Kuasa SPA Lands for a total cash consideration of Ringgit Malaysia (“RM”) One Hundred Thirteen Million Five Hundred Thousand (RM113,500,000.00) only.”

AND THAT the Board of Directors (“Board”) of the Company and the Board of SJP be and are hereby empowered and authorised to take all such steps do all acts, deeds and things and to execute, sign, deliver and cause to be delivered on behalf of the Company or SJP, as the case may be, all such documents and / or arrangements (including without limitations, the affixation of the Company's or SJP's Common Seal in accordance with their respective Constitutions) as may be necessary or expedient in order to implement, finalise, give effect and complete the Proposed Prima Kuasa Disposal with full powers to assent to any condition, modification, variation and / or amendment in any manner as may be required or imposed by the relevant authorities or as the Board of the Company or SJP may deem necessary or expedient in the best interest of the Company.”

ORDINARY RESOLUTION 2

PROPOSED DISPOSAL OF 19 PARCELS OF RESIDENTIAL LEASEHOLD LAND AND 4 PARCELS OF COMMERCIAL LEASEHOLD LANDS MEASURING IN TOTAL AREA OF APPROXIMATELY 64.505 ACRES AS WELL AS, 13 COMPLETED RESIDENTIAL UNITS WITH A TOTAL BUILT UP AREA OF 35,835 SQ FT AND 4 COMPLETED BUNGALOW LOTS WITH A TOTAL AREA OF 121,794 SQ FT (“MYRA LAND SPA LANDS AND PROPERTIES”), ALL SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN FOR A TOTAL CASH CONSIDERATION OF RM80,766,579.00 BY S.J. PROPERTIES SDN. BHD. (“SJP”) TO MYRA LAND SDN. BHD., A 70% OWNED SUBSIDIARY OF ORIENTAL INTEREST BERHAD (“PROPOSED MYRA LAND DISPOSAL”)

“**THAT**, subject to the terms and conditions of the sale and purchase agreement dated 31 December 2025 and the Myra Land Addendum dated 9 January 2026 entered into between SJP and Myra Land, approval be and is hereby given to SJP to dispose the Myra Land SPA Lands and Properties for a cash consideration of Ringgit Malaysia Eighty Million Seven Hundred Sixty-Six Thousand Five Hundred Seventy-Nine (RM80,766,579.00) only.”

AND THAT the Board of Directors ("**Board**") of the Company and the Board of SJP be and are hereby empowered and authorised to take all such steps do all acts, deeds and things and to execute, sign, deliver and cause to be delivered on behalf of the Company or SJP, as the case may be, all such documents and / or arrangements (including without limitations, the affixation of the Company's or SJP's Common Seal in accordance with their respective Constitutions) as may be necessary or expedient in order to implement, finalise, give effect and complete the Proposed Myra Land Disposal with full powers to assent to any condition, modification, variation and / or amendment in any manner as may be required or imposed by the relevant authorities or as the Board of the Company or SJP may deem necessary or expedient in the best interest of the Company."

ORDINARY RESOLUTION 3

PROPOSED DISPOSAL OF COMMERCIAL LEASEHOLD LAND MEASURING APPROXIMATELY 3.652 ACRES SITUATED AT MUKIM BUKIT RAJA, DAERAH PETALING, NEGERI SELANGOR DARUL EHSAN ("PARAMOUNT PROPERTY SPA LAND") FOR A CASH CONSIDERATION OF RM13,300,000.00 BY CAHAYA SPK RESORT CLUB BERHAD ("CSRCB"), A WHOLLY OWNED SUBSIDIARY OF S.J. PROPERTIES SDN. BHD., WHICH IS A WHOLLY OWNED SUBSIDIARY OF THE COMPANY, TO PARAMOUNT PROPERTY (SEKITAR 26 ENTERPRISE) SDN. BHD. ("PARAMOUNT PROPERTY"), A WHOLLY-OWNED SUBSIDIARY OF ORIENTAL INTEREST BERHAD ("PROPOSED PARAMOUNT PROPERTY DISPOSAL")

"**THAT**, subject to the passing of Ordinary Resolution 1 and the terms and conditions of the sale and purchase agreement dated 27 January 2026 entered into between CSRCB and Paramount Property, approval be and is hereby given to CSRCB to dispose the Paramount Property SPA Land for a cash consideration of Ringgit Malaysia Thirteen Million Three Hundred Thousand (RM13,300,000.00) only."

AND THAT the Board of Directors ("**Board**") of the Company and the Board of CSRCB be and are hereby empowered and authorised to take all such steps do all acts, deeds and things and to execute, sign, deliver and cause to be delivered on behalf of the Company or CSRCB, as the case may be, all such documents and / or arrangements (including without limitations, the affixation of the Company's or CSRCB's Common Seal in accordance with their respective Constitutions) as may be necessary or expedient in order to implement, finalise, give effect and complete the Proposed Paramount Property Disposal with full powers to assent to any condition, modification, variation and / or amendment in any manner as may be required or imposed by the relevant authorities or as the Board of the Company or CSRCB may deem necessary or expedient in the best interest of the Company."

BY ORDER OF THE BOARD

FATEH HANUM BT KHAIRUDDIN (Practising Certificate No. 201908003154 (LS 0009093))

Company Secretary
Kuala Lumpur
13 May 2026

Notes:

1. Proxy and / or Authorised Representative

- (a) *A member is entitled to participate and vote at the Extraordinary General Meeting may appoint the Chairman of the meeting as his / her proxy to exercise his / her rights to participate and vote on his / her behalf.*
- (b) *A member of the Company entitled to attend and vote at this meeting may appoint a proxy who must be a member of the Company, except where the member is a corporation, a proxy appointed by the corporation need not be a member of the Company.*
- (c) *The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if such appointer is a corporation under its common seal, or the hand of its attorney*
- (d) *This instrument appointing a proxy must be deposited at the Registered Office of the Company at 11th Floor, Menara Perak, No. 24, Jalan Perak, 50450 Kuala Lumpur at least forty eight (48) hours, i.e. on or before Tuesday, 2 June 2026, at 11.30 a.m. before the time appointed for holding the meeting or adjourned meeting*

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FORM OF PROXY

Number of Shares held:



SHARIKAT PERMODALAN KEBANGSAAN BERHAD

(Registration No. 196101000067)(4115-H)
(Incorporated in Malaysia)

I/We* NRIC/Company No.

of (full address)

being a member/members of Sharikat Permodalan Kebangsaan Berhad (the "Company") hereby appoint*

..... NRIC/Passport No.

of (full address)

Phone No.....Email Address.....or failing him/her*, the Chairman of the Extraordinary General Meeting of the Company ("EGM") as my/our* proxy to vote for me/us* and on my/our* behalf, at the of EGM of the Company which will be held at Royal Selangor Golf Club, Jalan Kelab Golf, Off Jalan Tun Razak, 55000 Kuala Lumpur on Thursday, 4 June 2026, at 11.30 a.m. or immediately following the conclusion or adjournment of the 65th Annual General Meeting of the Company scheduled to be held at the same venue and on the same day at 10.30 a.m. whichever is later, on the ordinary resolution as set out in the notice of the EGM as hereunder indicated:

No.	ORDINARY RESOLUTION	FOR	AGAINST
1.	Proposed Prima Kuasa Disposal		
2.	Proposed Myra Land Disposal		
3.	Proposed Paramount Property Disposal		

Please indicate your vote "For" or "Against" with an "X" in the space provided how you wish your vote to be cast. In the absence of specific voting directions, your proxy will vote or abstain from voting at his discretion.

Dated this day of 2026.

.....
Signature of Member(s) and/or Common Seal

* Delete where not applicable



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Notes:

1. **Proxy and/or Authorised Representative**

- (a) A member is entitled to participate and vote at the Extraordinary General Meeting may appoint the Chairman of the meeting as his/her proxy to exercise his/her rights to participate and vote on his/her behalf.
- (b) A member of the Company entitled to attend and vote at this meeting may appoint a proxy who must be a member of the Company, except where the member is a corporation, a proxy appointed by the corporation need not be a member of the Company.
- (c) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if such appointer is a corporation under its common seal, or the hand of its attorney.
- (d) This instrument appointing a proxy must be deposited at the Registered Office of the Company at 11th Floor, Menara Perak, No. 24, Jalan Perak, 50450 Kuala Lumpur at least forty eight (48) hours, i.e. on or before Tuesday, 2 June 2026, at 11.30 a.m. before the time appointed for holding the meeting or adjourned meeting.

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STAMP

COMPANY SECRETARY
SHARIKAT PERMODALAN KEBANGSAAN BERHAD
(196101000067 (4115-H))

11TH FLOOR, MENARA PERAK
NO. 24, JALAN PERAK
50450 KUALA LUMPUR

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