



AME ELITE CONSORTIUM BERHAD

(Registration No. 201801030789 (1292815-W))

(Incorporated in Malaysia under the Companies Act 2016)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting of AME Elite Consortium Berhad (“EGM”) (“AME Elite” or the “Company”) will be held at i-Park@Senai Airport City Sales Gallery, No. 2, Jalan I-Park SAC 1/1, Taman Perindustrian I-Park SAC, 81400 Senai, Johor on Thursday, 24 July 2025 at 2:00 p.m. or at any adjournment thereof for the purpose of considering and if thought fit, passing with or without modifications the resolutions set out in this Notice of EGM:

ORDINARY RESOLUTION 1

PROPOSED DISPOSAL BY IPARK DEVELOPMENT SDN BHD (“IPARK DEVELOPMENT”) OF A PROPOSED SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, TO BE ERRECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER HS(D)77661, PTD 112783, MUKIM SENAI, DISTRICT OF KULAI, STATE OF JOHOR, TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-PARK SAC 34”), TO RHB TRUSTEES BERHAD (“TRUSTEE”), ON BEHALF OF AME REAL ESTATE INVESTMENT TRUST (“AME REIT”), FOR A CASH CONSIDERATION OF RM39,300,000 (“PROPOSED I-PARK SAC 34 DISPOSAL”)

“THAT subject to the requisite approvals being obtained, approval be and is hereby given, for the disposal of i-Park SAC 34 by Ipark Development to the Trustee, upon the terms and conditions set out in the conditional sale and purchase agreement dated 24 March 2025 entered into between Ipark Development and the Trustee for the Proposed i-Park SAC 34 Disposal (“**i-Park SAC 34 SPA**”);

AND THAT authority be and is hereby given to the Board of Directors (“**Board**”) (save for Lee Chai, Lee Sai Boon, Lim Khai Wen, Kang Koh Wei, Kang Ah Chee, Lim Pei Shi, Lee Ling Sien and Lee Chun Kiat, collectively referred to as the “**Interested Directors**”), to:

- (i) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of AME Elite, all such agreements, instruments, documents and/or deeds as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-Park SAC 34 Disposal;
- (ii) give effect to the Proposed i-Park SAC 34 Disposal, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-Park SAC 34 Disposal as they may deem fit in the best interest of AME Elite (including but not limited to the i-Park SAC 34 SPA) and/or any provision, term and condition thereof as may be required and/or as the Board may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by the relevant regulatory authorities; and
- (iii) take all such steps and do all such acts, deeds and things in any manner as the Board may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed i-Park SAC 34 Disposal.”

ORDINARY RESOLUTION 2

PROPOSED DISPOSAL BY GREENHILL SILC SDN BHD (“GREENHILL SILC”) OF A SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, ERRECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER GERAN 587960, LOT 169212, MUKIM PULAI, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-TECHVALLEY 35”), TO THE TRUSTEE, ON BEHALF OF AME REIT, FOR A CASH CONSIDERATION OF RM30,750,000 (“PROPOSED I-TECHVALLEY 35 DISPOSAL”)

“THAT subject to the requisite approvals being obtained, approval be and is hereby given, for the disposal of i-TechValley 35 by Greenhill SILC to the Trustee, upon the terms and conditions set out in the conditional sale and purchase agreement dated 24 March 2025 entered into between Greenhill SILC and the Trustee for the Proposed i-TechValley 35 Disposal (“**i-TechValley 35 SPA**”);

AND THAT authority be and is hereby given to the Board (save for the Interested Directors), to:

- (i) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of AME Elite, all such agreements, instruments, documents and/or deeds as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-TechValley 35 Disposal;
- (ii) give effect to the Proposed i-TechValley 35 Disposal, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-TechValley 35 Disposal as they may deem fit in the best interest of AME Elite (including but not limited to the i-TechValley 35 SPA) and/or any provision, term and condition thereof as may be required and/or as the Board may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by the relevant regulatory authorities; and
- (iii) take all such steps and do all such acts, deeds and things in any manner as the Board may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed i-TechValley 35 Disposal.”

ORDINARY RESOLUTION 3

PROPOSED DISPOSAL BY GREENHILL SILC OF A SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, ERRECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER GERAN 587961, LOT 169213, MUKIM PULAI, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-TECHVALLEY 36”), TO THE TRUSTEE, ON BEHALF OF AME REIT, FOR A CASH CONSIDERATION OF RM30,750,000 (“PROPOSED I-TECHVALLEY 36 DISPOSAL”)

“THAT subject to the requisite approvals being obtained, approval be and is hereby given, for the disposal of i-TechValley 36 by Greenhill SILC to the Trustee, upon the terms and conditions set out in the conditional sale and purchase agreement dated 24 March 2025 entered into between Greenhill SILC and the Trustee for the Proposed i-TechValley 36 Disposal (“**i-TechValley 36 SPA**”);

AND THAT authority be and is hereby given to the Board (save for the Interested Directors), to:

- (i) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of AME Elite, all such agreements, instruments, documents and/or deeds as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-TechValley 36 Disposal;
- (ii) give effect to the Proposed i-TechValley 36 Disposal, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-TechValley 36 Disposal as they may deem fit in the best interest of AME Elite (including but not limited to the i-TechValley 36 SPA) and/or any provision, term and condition thereof as may be required and/or as the Board may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by the relevant regulatory authorities; and
- (iii) take all such steps and do all such acts, deeds and things in any manner as the Board may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed i-TechValley 36 Disposal.”

ORDINARY RESOLUTION 4

PROPOSED PROVISION OF FINANCIAL ASSISTANCE BY AME ELITE AND ITS SUBSIDIARIES (COLLECTIVELY, AS THE “GROUP”), THROUGH NORTHERN INDUSTRIAL PARK SDN BHD (“NORTHERN IP”), A WHOLLY-OWNED SUBSIDIARY OF AME ELITE, OF UP TO A TOTAL OF RM100.0 MILLION TO SULING HILL DEVELOPMENT SDN BHD (“SULING HILL DEVELOPMENT”), A 50%-OWNED JOINTLY-CONTROLLED ENTITY OF NORTHERN IP (“PROPOSED PROVISION OF FINANCIAL ASSISTANCE”)

“THAT subject to the approvals of all relevant regulatory authorities and/or third parties (where applicable) being obtained, approval be and is hereby given to AME Elite and its subsidiaries to provide financial assistance of up to RM100.0 million to Suling Hill Development, through Northern IP in the form of shareholders’ loans or advances and any other advance of money, loan or debt as may be agreed upon between the shareholders of Suling Hill Development.

AND THAT the Board of AME Elite be and is hereby authorised to do all acts, deeds and things and to execute, sign and deliver or caused to be delivered for and on behalf of AME Elite, all such documents, agreements, arrangements, undertakings, declarations and/or guarantees to or with any party or parties as it may consider may be necessary and/or expedient in the best interest of AME Elite in order to implement, finalise and to give full effect to the Proposed Provision of Financial Assistance with full power to assent to any terms, conditions, variations, modifications and/or amendments in any manner as the Board may deem necessary and/or expedient in the best interest of AME Elite.”

By Order of the Board of

AME ELITE CONSORTIUM BERHAD

Registration No. 201801030789 (1292815-W)

Santhi A/P Saminathan (MAICSA 7069709) (SSM PC No. 201908002933)

Tai Yit Chan (MAICSA 7009143) (SSM PC No. 202008001023)

Company Secretaries

Johor Bahru

3 July 2025

Notes:

1. Every shareholder including authorised nominees as defined under the Securities Industry (Central Depositories) Act 1991 (“**SICDA**”), and exempt authorised nominees which hold ordinary shares in AME Elite (“**Shares**”) for multiple owners in one securities account (“**omnibus account**”), is entitled to appoint another person as his proxy to exercise all or any of his rights to attend, participate and vote instead of him at the EGM, and that such proxy need not be a shareholder.
2. Where a shareholder appoints more than 1 proxy (subject always to a maximum of 2 proxies at each meeting), the appointment shall be invalid unless he specifies the proportion of his shareholding to be represented by each proxy.
3. Where a shareholder is an exempt authorised nominee as defined under the SICDA which holds Shares for multiple beneficial owners in an omnibus account, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds. Where a shareholder is an authorised nominee as defined under SICDA, it may appoint 1 proxy in respect of each securities account it holds Shares standing to the credit of the said securities account.
4. 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 officer or attorney.
5. The instrument appointing a proxy must be deposited with the Share Registrar of AME Elite situated at Boardroom Share Registrars Sdn Bhd, 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, or deposit the Form(s) of Proxy by electronic means through the Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com> not less than 48 hours before the time set for holding the EGM. Last date and time for lodging the Form of Proxy is Tuesday, 22 July 2025 at 2:00 p.m.
6. If you have submitted your Form of Proxy and subsequently decide to appoint another person or wish to participate in the EGM by yourself, please write to bsr.helpdesk@boardroomlimited.com to revoke the earlier appointed proxy(ies) at least 48 hours before the time set for holding the EGM.
7. Pursuant to Paragraph 8.29A of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in the Notice of EGM will be put to vote on a poll.
8. Only a depositor whose name appears in the Record of Depositors as at 16 July 2025 shall be entitled to attend, participate and vote at this EGM or appoints a proxy or proxies to participate, speak and vote on his behalf.
9. Kindly check Bursa Malaysia Securities Berhad’s website and the website of AME Elite at <https://www.ame-elite.com> for the latest updates on the status of the EGM.
10. **Personal Data Privacy:**

By submitting the instrument appointing a proxy(ies) and/or representative(s), the shareholder has consented to the use of such data for purposes of processing and administration by AME Elite (or its agents); and to comply with any laws, listing rules, regulations and/or guidelines. The shareholder agrees that he/she will indemnify AME Elite in respect of any penalties, liabilities, claims, demands, losses, and damages as a result of the shareholder’s breach of warranty.