



AME REAL ESTATE INVESTMENT TRUST

(A real estate investment trust constituted under the deed dated 23 May 2022 and registered with the Securities Commission Malaysia on 23 May 2022, entered into between I REIT Managers Sdn Bhd, incorporated in Malaysia under the Companies Act 2016 and RHB Trustees Berhad, incorporated in Malaysia under the Companies Act 1965 and is deemed registered under the Companies Act 2016)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the Extraordinary General Meeting of AME Real Estate Investment Trust (“**AME REIT**”) (“**EGM**”) will be conducted on a fully virtual basis through live streaming and online voting using Remote Participation Electronic Voting (“**RPEV**”) facilities via online meeting platform, the details are as follows, for the purpose of considering and if thought fit, passing with or without modifications the resolutions set out in this Notice of EGM:

Meeting Platform : <https://meeting.boardroomlimited.my>
(Domain Registration No. with MYNIC - D6A357657)
Day, Date : Thursday, 7 November 2024
Time : 10.00 a.m.

ORDINARY RESOLUTION 1

PROPOSED ACQUISITION BY RHB TRUSTEES BERHAD, ON BEHALF OF AME REIT (“TRUSTEE”) OF A PROPOSED SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, TO BE ERECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER GRN 587959, LOT 169211, MUKIM OF PULAI, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-TECHVALLEY 34”), FROM PENTAGON LAND SDN BHD (“PENTAGON LAND”) FOR A CASH CONSIDERATION OF RM27,000,000 (“PROPOSED I-TECHVALLEY 34 ACQUISITION”)

“**THAT** subject to the requisite approvals being obtained, approval be and is hereby given to the Trustee, on behalf of AME REIT, to acquire i-TechValley 34 upon the terms and conditions contained in the conditional sale and purchase agreement dated 24 July 2024 and the supplemental sale and purchase agreement to the i-TechValley 34 SPA dated 16 October 2024, entered into between Pentagon Land and the Trustee, on behalf of AME REIT for the Proposed i-TechValley 34 Acquisition (“**i-TechValley 34 SPA**”);

AND THAT authority be and is hereby given to the Board of Directors of I REIT Managers Sdn Bhd (“**Board**”) (save for Lee Sai Boon, Lee Chai, Kang Ah Chee, Lim Yook Kim, Lee Ling Sien, Lim Pei Shi 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 REIT, all such agreements, instruments, documents and/or deed as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-TechValley 34 Acquisition;
- (ii) give effect to the Proposed i-TechValley 34 Acquisition, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-TechValley 34 Acquisition as they may deem fit in the best interest of AME REIT (including but not limited to the i-TechValley 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-TechValley 34 Acquisition.”

ORDINARY RESOLUTION 2

PROPOSED ACQUISITION BY THE TRUSTEE, ON BEHALF OF AME REIT, OF A SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, ERECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER GRN 587971, LOT 169223, MUKIM OF PULAI, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-TECHVALLEY 46”), FROM PENTAGON LAND FOR A CASH CONSIDERATION OF RM27,450,000 (“PROPOSED I-TECHVALLEY 46 ACQUISITION”)

“**THAT** subject to the requisite approvals being obtained, approval be and is hereby given to the Trustee, on behalf of AME REIT, to acquire i-TechValley 46 upon the terms and conditions contained in the conditional sale and purchase agreement dated 24 July 2024 entered into between Pentagon Land and the Trustee, on behalf of AME REIT for the Proposed i-TechValley 46 Acquisition (“**i-TechValley 46 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 REIT, all such agreements, instruments, documents and/or deed as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-TechValley 46 Acquisition;
- (ii) give effect to the i-TechValley 46 Acquisition, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-TechValley 46 Acquisition as they may deem fit in the best interest of AME REIT (including but not limited to the i-TechValley 46 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 46 Acquisition.”

ORDINARY RESOLUTION 3

PROPOSED ACQUISITION BY THE TRUSTEE, ON BEHALF OF AME REIT, OF A SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, ERECTED ON A PARCEL OF FREEHOLD LAND HELD UNDER HSD 80929, PTD 114240, MUKIM OF SENAI, DISTRICT OF KULAI, STATE OF JOHOR, TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-PARK SAC 23 & 24”), FROM IPARK DEVELOPMENT SDN BHD (“IPARK DEVELOPMENT”) FOR A CASH CONSIDERATION OF RM45,000,000 (“PROPOSED I-PARK SAC 23 & 24 SPA ACQUISITION”)

“**THAT** subject to the requisite approvals being obtained, approval be and is hereby given to the Trustee, on behalf of AME REIT, to acquire i-Park SAC 23 & 24 upon the terms and conditions contained in the conditional sale and purchase agreement dated 24 July 2024 entered into between the Trustee, on behalf of AME REIT, and Ipark Development for the Proposed i-Park SAC 23 & 24 Acquisition (“**i-Park SAC 23 & 24 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 REIT, all such agreements, instruments, documents and/or deed as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-Park SAC 23 & 24 Acquisition;
- (ii) give effect to the Proposed i-Park SAC 23 & 24 Acquisition, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-Park SAC 23 & 24 Acquisition as they may deem fit in the best interest of AME REIT (including but not limited to the i-Park SAC 23 & 24 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 23 & 24 Acquisition.”

ORDINARY RESOLUTION 4

PROPOSED ACQUISITION BY THE TRUSTEE, ON BEHALF OF AME REIT, OF A PROPOSED SINGLE STOREY DETACHED FACTORY WITH MEZZANINE OFFICE AND OTHER ANCILLARY BUILDINGS, TO BE ERECTED ON 2 PARCELS OF FREEHOLD LAND HELD UNDER HSD 596308, PTD 196194 AND HSD 596309, PTD 196195, MUKIM OF TEBRAU, DISTRICT OF JOHOR BAHRU, STATE OF JOHOR, TOGETHER WITH THE AFOREMENTIONED FREEHOLD LAND (“I-PARK SAC 60 & 61”), FROM IPARK DEVELOPMENT FOR A CASH CONSIDERATION OF RM20,000,000 (“PROPOSED I-PARK SAC 60 & 61 ACQUISITION”)

“**THAT** subject to the requisite approvals being obtained, approval be and is hereby given to the Trustee, on behalf of AME REIT, to acquire i-Park SAC 60 & 61 upon the terms and conditions contained in the conditional sale and purchase agreement dated 24 July 2024 entered into between the Trustee, on behalf of AME REIT, and Ipark Development for the Proposed i-Park SAC 60 & 61 Acquisition (“**i-Park SAC 60 & 61 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 REIT, all such agreements, instruments, documents and/or deed as the Board may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed i-Park SAC 60 & 61 Acquisition;
- (ii) give effect to the Proposed i-Park SAC 60 & 61 Acquisition, with full power to assent to any modification, revaluation, variation, arrangement, condition and/or amendment in relation to the Proposed i-Park SAC 60 & 61 Acquisition as they may deem fit in the best interest of AME REIT (including but not limited to the i-Park SAC 60 & 61 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 60 & 61 Acquisition.”

**By Order of the Board of
I REIT Managers Sdn Bhd
Registration No. 202101014501 (1414801-X)**
the management company of AME REIT

Santhi A/P Saminathan (MAICSA 7069709) (SSM PC No.: 201908002933)
Raidah Binti Abd Rahman (LS0010350) (SSM PC No.: 201908002931)
Company Secretaries

Johor Bahru
17 October 2024

Notes:

1. *The EGM will be conducted on a fully virtual basis where unitholders of AME REIT (“Unitholders”) are only allowed to participate remotely through live streaming and online remote voting using RPEV facilities via online meeting platform available at <https://meeting.boardroomlimited.my> (Domain Registration No. with MYNIC-D6A357657). Please follow the procedures provided in the Administrative Guide for the EGM in order to register, participate, speak and vote remotely via RPEV facilities.*
2. *Every Unitholder including authorised nominees as defined under the Securities Industry (Central Depositories) Act 1991 (“SICDA”), and exempt authorised nominees which hold units in AME REIT 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 participate, speak and vote instead of him at the EGM, and that such proxy need not be a Unitholder.*
3. *Where a Unitholder 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 unitholding to be represented by each proxy.*

4. *Where a Unitholder is an exempt authorised nominee as defined under the SICDA which holds units in AME REIT 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 Unitholder is an authorised nominee as defined under SICDA, it may appoint 1 proxy in respect of each securities account it holds with units of AME REIT standing to the credit of the said securities account.*
5. *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.*
6. *The instrument appointing a proxy must be deposited with the Share Registrar of AME REIT 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 Proxy Form is Tuesday, 5 November 2024 at 10.00 a.m.*
7. *If you have submitted your Proxy Form and subsequently decide to appoint another person or wish to participate in the electronic 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.*
8. *Pursuant to Paragraph 8.29A of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolutions set out in the Notice of EGM will be put to vote on a poll.*
9. *Only a depositor whose name appears in the Record of Depositors as at 29 October 2024 shall be entitled to participate, speak and vote at this EGM or appoints a proxy or proxies to participate, speak and vote on his behalf.*
10. *Kindly check Bursa Malaysia Securities Berhad's website and the website of AME REIT at <https://amereit.com.my> for the latest updates on the status of the EGM.*
11. **Personal Data Privacy:**
By registering for the RPEV meeting and/or submitting the instrument appointing a proxy(ies) and/or representative(s), the Unitholder has consented to the use of such data for purposes of processing and administration by AME REIT (or its agents); and to comply with any laws, listing rules, regulations and/or guidelines. The Unitholder agrees that he/she will indemnify AME REIT in respect of any penalties, liabilities, claims, demands, losses, and damages as a result of the Unitholder's breach of warranty.