



**LYC HEALTHCARE BERHAD**  
(Registration No. 200401009170 (647673-A))  
(Incorporated in Malaysia)

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting of LYC Healthcare Berhad ("**LYC**" or the "**Company**") will be held at Dewan Perdana, Bukit Kiara Equestrian & Country Resort, Jalan Bukit Kiara, Off Jalan Damansara, 60000 Kuala Lumpur on Wednesday, 15 March 2023 at 2.30 p.m. for the purpose of considering and if thought fit, passing with or without modifications, the following ordinary resolutions:-

### **ORDINARY RESOLUTION 1**

**PROPOSED LISTING OF LYC MEDICARE (SINGAPORE) PTE LTD ("LYCSG"), A SUBSIDIARY OF LYC, ON THE CATALIST BOARD OF THE SINGAPORE EXCHANGE SECURITIES TRADING LIMITED ("SGX-ST") ("CATALIST BOARD") ("PROPOSED LISTING")**

**THAT**, subject to the passing of ordinary resolutions 2 and 3 as well as approvals of all relevant regulatory authorities and/or parties being obtained, including but not limited to, admission of LYCSG to the Catalist Board and permission being granted by the SGX-ST to deal in, and for the listing and quotation of all of the ordinary shares in LYCSG on the Catalist Board pursuant to the Proposed Listing, approval be and is hereby given to LYC for the Proposed Listing in the manner set out in Section 2 of the circular to shareholders of the Company dated 23 February 2023.

**AND THAT** the Board of Directors of LYC ("**Board**") be and is hereby authorised to do all such acts and things and enter into any arrangements and/or documents as the Board deems necessary and expedient in order to implement, finalise and/or give full effect to the Proposed Listing; and where applicable with full powers to assent to any terms, conditions, modifications, variations and/or adjustments as may be required by the relevant regulatory authorities or as the Board may deem necessary or expedient to implement, finalise and/or give full effect to the Proposed Listing.

### **ORDINARY RESOLUTION 2**

**PROPOSED WAIVER OF THE T&T PROFIT GUARANTEE (AS DEFINED HEREIN) AND CERTAIN GUARANTEE AND OBLIGATION AS CONTAINED IN THE TERMS OF THE T&T SSA (AS DEFINED HEREIN) AND T&T SWAP AGREEMENT (AS DEFINED HEREIN) THROUGH THE EXECUTION OF A DEED OF SETTLEMENT DATED 27 JANUARY 2023 ("T&T DEED") ENTERED INTO BETWEEN LYCSG, LYC MEDICARE SDN BHD ("LYCM"), LYC AND TING CHOON MENG ("TCM") ("PROPOSED T&T WAIVER")**

**THAT**, subject to the approvals of all relevant regulatory authorities and/or parties being obtained, where required, the Board be and is hereby authorised at any time to do all such acts and things and to execute all such documents and enter into all such transactions, arrangements and agreements, deeds or undertakings, to make such rules or regulations, or impose such terms and conditions or delegate part of its power and to generally exercise such powers and perform such acts as may be necessary or expedient in order to give full effect to the Proposed T&T Waiver and the terms of the T&T Deed, which include but not limited to, the following waivers and modifications:-

Existing terms (To cease with effect)	T&T Deed (To come into effect)
<p><u>Clause 7 of the share sale agreement dated 4 May 2020 entered into between LYCM and TCM for the acquisition of a 51% equity interest in T&amp;T for a purchase consideration of SGD7,293,000 ("T&amp;T SSA")</u></p> <p>TCM has agreed, undertaken, and guaranteed that the aggregate PAT for the 3 financial years after the completion of T&amp;T SSA shall not be less than SGD3,900,000 ("<b>T&amp;T Profit Guarantee</b>"). TCM further undertook that if for any reason T&amp;T fails to achieve the T&amp;T Profit Guarantee whether in part or in full, TCM shall pay the guaranteed amount to LYCM.</p>	<p>LYCM has agreed to waive the T&amp;T Profit Guarantee ("<b>T&amp;T Waiver</b>") with effect from 30 November 2022. TCM has agreed to the said T&amp;T Waiver which is subject to the terms and conditions of the T&amp;T Deed.</p>
<p><u>Clauses 5 and 6 of the share swap agreement dated 24 December 2021 entered into between LYCM, LYCSG and LYC to transfer LYCM's entire 51% equity interest in T&amp;T to LYCSG at a consideration of SGD7,293,000 ("T&amp;T Swap Agreement")</u></p> <p><u>LYCM Obligation 1</u> (a) The vendor, LYCM, shall make full payment of any payments received under T&amp;T SSA to LYCSG</p> <p><u>LYC Guarantee 1</u> (b) LYC has agreed to guarantee the performance of LYCM's obligations in T&amp;T Swap Agreement</p>	<p><u>LYCM Obligation 1</u> LYCSG and LYCM have further agreed that the obligation to pay under Clause 5 of the T&amp;T Swap Agreement shall cease to have effect.</p> <p><u>LYC Guarantee 1</u> LYCSG has agreed to the said T&amp;T Waiver and has agreed to release LYC from the guarantee stipulated in T&amp;T Swap Agreement.</p>

### ORDINARY RESOLUTION 3

**PROPOSED WAIVER OF THE HCOS PROFIT GUARANTEE (AS DEFINED HEREIN) AND CERTAIN GUARANTEE AND OBLIGATION AS CONTAINED IN THE TERMS OF THE HCOS SSA (AS DEFINED HEREIN) AND HCOS SWAP AGREEMENT (AS DEFINED HEREIN) THROUGH THE EXECUTION OF A DEED OF SETTLEMENT DATED 27 JANUARY 2023 ("HCOS DEED") ENTERED INTO BETWEEN LYCSG, LYCM, LYC, CHAN YING HO ("CYH") AND BEYOND WELLNESS GROUP PTE LTD ("BWG") ("PROPOSED HCOS WAIVER")**

**THAT**, subject to the approvals of all relevant regulatory authorities and/or parties being obtained, where required, the Board be and is hereby authorised at any time to do all such acts and things and to execute all such documents and enter into all such transactions, arrangements and agreements, deeds or undertakings, to make such rules or regulations, or impose such terms and conditions or delegate part of its power and to generally exercise such powers and perform such acts as may be necessary or expedient in order to give full effect to the Proposed HCOS Waiver and the terms of the HCOS Deed, which include but not limited to, the following waivers and modifications:-

Existing terms (To cease with effect)	HCOS Deed (To come into effect)
<p><u>Clause 5 of the share sale agreement dated 28 May 2020 entered into between LYCM, CYH and BWG for the acquisition of a 51% equity interest by in HCOS for a purchase consideration of SGD6,936,000 ("HCOS SSA")</u></p> <p>CYH has agreed, undertaken, and guaranteed that the aggregate PAT for the 3 financial years after the completion of HCOS SSA shall not be less than SGD5,100,000. CYH further undertook that if for any reason HCOS fails to achieve the HCOS Profit Guarantee whether in part or in full, CYH shall pay the guaranteed amount to LYCM.</p>	<p>LYCM has agreed to waive the HCOS Profit Guarantee ("<b>HCOS Waiver</b>") with effect from 30 November 2022. CYH and BWG have agreed to the said HCOS Waiver which is subject to the terms and conditions of the HCOS Deed.</p>
<p><u>Clauses 5 and 6 of the share swap agreement dated 24 December 2021 entered into between LYCM, LYCSG and LYC to transfer LYCM's entire 51% equity interest in HCOS to LYCSG at a consideration of SGD6,936,000 ("HCOS Swap Agreement")</u></p>	

<b>Existing terms (To cease with effect)</b>	<b>HCOS Deed (To come into effect)</b>
<p><u>LYCM Obligation 2</u> (a) The vendor, LYCM, shall make full payment of any payments received under HCOS SSA to LYCSG</p> <p><u>LYC Guarantee 2</u> (b) LYC has agreed to guarantee the performance of LYCM's obligations in HCOS Swap Agreement</p>	<p><u>LYCM Obligation 2</u> LYCSG and LYCM have further agreed that the obligation to pay under Clause 5 of the HCOS Swap Agreement shall cease to have effect.</p> <p><u>LYC Guarantee 2</u> LYCSG has agreed to the said HCOS Waiver and has agreed to release LYC from the guarantee stipulated in HCOS Swap Agreement.</p>

**By Order of the Board**

**Tan Ai Ning (MAICSA 7015852)**  
**SSM PC NO.: 202008000067**  
**Tai Yuen Ling (LS 0008513)**  
**SSM PC NO.: 202008001075**  
Company Secretaries

Kuala Lumpur  
23 February 2023

**Notes:-**

1. A member entitled to attend, participate, speak and vote at the meeting is entitled to appoint more than one (1) proxy to attend, participate, speak and vote in his/ her stead. A proxy may but need not be a member of the Company.
2. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he/ she specifies the proportions of his/ her shareholdings to be represented by each proxy.
3. Where a member of the Company is authorised nominee as defined under the Central Depositories Act, it may appoint at least one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.
4. If the appointor is a corporation, this form must be executed under its Common Seal or under the hand of its attorney.
5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited with the Share Registrar of the Company at Ground Floor or 11th Floor, Menara Symphony, No.5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Malaysia not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting and in default the instrument of proxy shall not be treated as valid. Any notice of termination of person's authority to act as a proxy must be forwarded to the Company prior to the commencement of the EGM or adjourned EGM.
6. In respect of deposited securities, only members whose names appear on the Record of Depositors on 8 March 2023 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his behalf.
7. Please ensure ALL the particulars as required in the proxy form are completed, signed and dated accordingly.
8. Last date and time for lodging the proxy form is 13 March 2023, 2.30 p.m.

**Personal Data Privacy:**

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