



KPJ HEALTHCARE BERHAD

(Company No. 247079-M)

(Incorporated in Malaysia under the Companies Act, 1965)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting ("EGM") of KPJ Healthcare Berhad ("KPJ" or the "Company") will be held at the Permatia Ballroom, Level B2, The Puteri Pacific Hotel, Jalan Abdullah Ibrahim, 80000 Johor Bahru, Johor, on Thursday, 9 July 2015 at 12.30 p.m., for the purpose of considering and if thought fit, passing with or without modifications the following resolutions:-

ORDINARY RESOLUTION 1

PROPOSED DISPOSAL BY PUTERI NURSING COLLEGE SDN BHD, AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF KPJ ("PNCBSB") OF TWO (2) PARCELS OF FREEHOLD LAND TOGETHER WITH BUILDINGS ERRECTED THEREON IN NILAI, NEGERI SEMBILAN (COLLECTIVELY, "KPJUC PROPERTIES") TO AMANAHRAYA TRUSTEES BERHAD ("TRUSTEE"), REPRESENTING AL-AQAR HEALTHCARE REIT ("AL-AQAR"), FOR A TOTAL CONSIDERATION OF RM77,800,000 TO BE FULLY SATISFIED IN CASH OR A COMBINATION OF CASH AND UNITS IN AL-AQAR AND PROPOSED LEASEBACK OF THE KPJUC PROPERTIES TO PNCBSB ("PROPOSED DISPOSAL AND LEASEBACK OF KPJUC PROPERTIES")

"THAT subject to the approvals of the relevant authorities/parties being obtained, approval be and is hereby given to the Directors of the Company to undertake the disposal of the KPJUC Properties to the Trustee, representing Al-Aqar, for a total disposal consideration of RM77,800,000 ("KPJUC Disposal Consideration") in accordance with the terms and conditions of the sale and purchase agreement dated 3 October 2014 (including exchange letters dated 12 February 2015 and 18 March 2015) ("KPJUC SPA") entered into between PNCBSB and the Trustee, representing Al-Aqar.

The KPJUC Disposal Consideration shall be satisfied by the following:-

- (i) a sum of RM38,900,000, being the first fifty percent (50%) of the KPJUC Disposal Consideration shall be paid in cash; and
- (ii) The balance of RM38,900,000, being the final fifty percent (50%) of the KPJUC Disposal Consideration ("KPJUC Balance Disposal Consideration") shall be paid by the Trustee, either by cash ("KPJUC Deferred Cash Consideration") or by issuance of new units in Al-Aqar ("Al-Aqar Units") ("KPJUC Deferred Consideration Units") or by a combination of KPJUC Deferred Cash Consideration and KPJUC Deferred Consideration Units in the amount equivalent to the KPJUC Balance Disposal Consideration on or before the expiry of three (3) years from the completion date of the KPJUC SPA or such other date as the parties may be agreed in writing.

The issue price of the KPJUC Deferred Consideration Units shall be computed based on the five (5)-day volume weighted average market price of the Al-Aqar Units prior to the date to be mutually agreed upon by PNCBSB and the Trustee, which shall not be more than one (1) month prior to the issuance date of the KPJUC Deferred Consideration Units, incorporating not more than ten percent (10%) discount.

Any fractional units arising from the settlement of the KPJUC Balance Disposal Consideration shall be disregarded.

THAT pursuant to the KPJUC SPA and subject to the approvals being obtained from the relevant authorities and parties (if required), approval be and is hereby given to the Directors of PNCBSB to enter into a lease agreement, including any supplemental lease agreement(s), with the Trustee, representing Al-Aqar and Damansara REIT Managers Sdn Berhad ("DRMSB" or "the Manager"), being the manager of Al-Aqar, for the lease of the KPJUC Properties to PNCBSB.

AND THAT the Directors of the Company be and are hereby authorised to do all such acts and things and enter into any arrangements, guarantees, agreements and/or undertakings as they deem necessary and expedient in order to implement, finalise and/or give full effect to and complete the Proposed Disposal and Leaseback of KPJUC Properties with full powers to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant regulatory authorities or as they may deem necessary or expedient to implement, finalise and/or give full effect to and complete the Proposed Disposal and Leaseback of KPJUC Properties."

ORDINARY RESOLUTION 2

PROPOSED DISPOSAL BY SEREMBAN SPECIALIST HOSPITAL SDN BHD, AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF KPJ ("SSHSB") OF A PARCEL OF FREEHOLD LAND IN SEREMBAN, NEGERI SEMBILAN ("SSH LAND") TO THE TRUSTEE, REPRESENTING AL-AQAR, FOR A TOTAL CASH CONSIDERATION OF RM4,250,000 AND PROPOSED LEASEBACK OF THE SSH LAND TO SSSHB ("PROPOSED DISPOSAL AND LEASEBACK OF SSH LAND")

"THAT, subject to the approvals of the relevant authorities being obtained, approval be and is hereby given to the Directors of the Company to undertake the disposal of the SSH Land to the Trustee, representing Al-Aqar for a total cash consideration of RM4,250,000 in accordance with the terms and conditions of the sale and purchase agreement dated 18 March 2015 entered into between SSSHB and the Trustee, representing Al-Aqar (including the supplemental sale and purchase agreement dated 10 April 2015) ("SSH SPA").

THAT pursuant to the SSH SPA and subject to approvals of the relevant authorities/parties being obtained (if required), approval be and is hereby given to the Directors of the Company to enter into a lease agreement, including any supplemental lease agreement(s), with the Trustee, representing Al-Aqar and DRMSB, being the manager of Al-Aqar, for the lease of the SSH Land to SSSHB.

AND THAT the Directors of the Company be and are hereby authorised to do all such acts and things and enter into any arrangements, guarantees, agreements and/or undertakings as they deem necessary and expedient in order to implement, finalise and/or give full effect to and complete the Proposed Disposal and Leaseback of SSH Land with full powers to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant regulatory authorities or as they may deem necessary or expedient to implement, finalise and/or give full effect to and complete the Proposed Disposal and Leaseback of SSH Land."

ORDINARY RESOLUTION 3

PROPOSED ACQUISITION BY KUMPULAN PERUBATAN (JOHOR) SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF KPJ ("KPSB"), OF THE ENTIRE EQUITY INTERESTS IN CROSSBORDER HALL (M) SDN BHD AND CROSSBORDER AIM (M) SDN BHD, BOTH WHOLLY-OWNED SUBSIDIARIES OF AL-AQAR, FROM THE TRUSTEE, REPRESENTING AL-AQAR, FOR A TOTAL CASH CONSIDERATION OF RM4,718,000 SUBJECT TO THE CROSSBORDER PURCHASE CONSIDERATION ADJUSTMENT ("PROPOSED ACQUISITION")

"THAT, subject to the approvals of the relevant authorities/parties being obtained, approval be and is hereby given to the Directors of the Company to acquire the entire ordinary shares of RM1.00 each in Crossborder Hall (M) Sdn Bhd and the entire ordinary shares of RM1.00 each in Crossborder Aim (M) Sdn Bhd (collectively, "Crossborder Companies"), both wholly-owned subsidiaries of Al-Aqar ("Crossborder Sale Shares"), for a total cash consideration of RM4,718,000 subject to adjustment ("Crossborder Purchase Consideration") as set out in Section 4.3.4 of Part A of the circular to the shareholders of the Company dated 24 June 2015, in accordance with the terms and conditions of the sale and purchase agreement dated 31 March 2015 entered into between KPSB, the Trustee, representing Al-Aqar and DRMSB, the Manager of Al-Aqar ("Crossborder SSA").

THAT pursuant to the Crossborder SSA, KPSB agrees to settle and/or procure the respective Crossborder Companies together with their jointly held subsidiaries, PT Al-Aqar Permatia Hijau and PT Al-Aqar Bumi Serpong Damai (collectively, "Crossborder Target Companies") to settle the outstanding amount of shareholder's advances given by Al-Aqar to the Crossborder Target Companies in accordance with the terms and conditions of the Crossborder SSA.

AND THAT the Directors of the Company be and are hereby authorised to do all such acts and things and enter into any arrangements, guarantees, agreements and/or undertakings as they deem necessary and expedient in order to implement, finalise and/or give full effect to and complete the Proposed Acquisition with full powers to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant regulatory authorities or as they may deem necessary or expedient to implement, finalise and/or give full effect to and complete the Proposed Acquisition."

FURTHER NOTICE IS HEREBY GIVEN THAT for the purpose of determining a member who shall be entitled to attend this EGM, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd in accordance with Article 58 of the Company's Articles of Association and Paragraph 7.16 of the Listing Requirements to issue a General Meeting Record of Depositors ("ROD") as at 30 June 2015. Depositors whose names appear on the ROD as at 30 June 2015 are entitled to attend, speak and vote at the said meeting.

**By Order of the Board,
KPJ HEALTHCARE BERHAD**

**SALMAH BINTI HJ ABD WAHAB (LS 0002140)
HANA BINTI AB RAHIM @ ALI, ACIS (MAICSA 7064336)**

Secretaries
Johor Bahru
Dated: 24 June 2015

Notes:-

1. A member entitled to attend and vote at this meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy may but need not be a member of the Company and the provision of Section 149(1)(b) of Companies Act, 1965 need not be complied with.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation, under its common seal or in other manner approved by its Board of Directors.
3. Where a member of the Company is an Authorised Nominee as defined under the Central Depositories Act 1991, he 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. Any alteration made in this form should be initialed by the person who signs it.
5. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed or a certified copy thereof, shall be deposited at the registered office of the Company at: KPJ HEALTHCARE BERHAD, Level 11, Menara KOMTAR, Johor Bahru City Centre, 80000 Johor Bahru, Johor at least forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof.

Abstention from Voting

1. Any Director or Directors who is the appointed nominee of the shareholder(s) of the Company as set out in the Circular to Shareholder(s) of the Company dated 24 June 2015 shall abstain from voting on Ordinary Resolutions 1 to 3 at the EGM.