

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting ("EGM") of Mexter Technology Berhad ("Mexter" or the "Company") will be held at Dewan Perdana, Bukit Kiara Equestrian & Country Resort, Jalan Damansara, Bukit Kiara Equestrian, 60000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur on Thursday, 27 December 2018 at 3.00 p.m., or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolutions:

ORDINARY RESOLUTION 1

PROPOSED DIVERSIFICATION OF THE BUSINESS OF MEXTER AND ITS SUBSIDIARIES ("MEXTER GROUP" OR "GROUP") TO INCLUDE THE FOLLOWING:

- (I) **PROVISION OF CONSULTANCY AND PROJECT MANAGEMENT SERVICES FOR THE DEVELOPMENT, CONSTRUCTION AND SALE OF INTEGRATED HEALTHCARE AND WELLNESS DEVELOPMENT, INCLUDING BUT NOT LIMITED TO "AGE PROOF" LIVING, MEDICAL TOURISM HOTEL AND RESIDENCE, MEDICAL AND DENTAL CENTRE, PHYSIOTHERAPY AND CHIROPRACTOR, CHILDCARE AND NURSERY, AND WELLNESS FACILITIES ("WELLNESS RELATED HUB");**
 - (II) **HEALTHCARE SERVICE PROVIDER, INCLUDING BUT NOT LIMITED TO MANAGING AND OPERATING THE WELLNESS RELATED HUB; AND**
 - (III) **PROVISION OF RETIREMENT HOMES AND AGED CARE FACILITIES AND SERVICES,**
- (COLLECTIVELY REFERRED AS "PROPOSED DIVERSIFICATION")**

"THAT, subject always to the Companies Act, 2016, the Constitution of the Company, the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad and the passing of Special Resolution 1, approval be and is hereby given to the Group to diversify its business to include the following:

- (i) provision of consultancy and project management services for the development, construction and sale of the Wellness Related Hub;
- (ii) healthcare service provider, including but not limited to managing and operating the Wellness Related Hub; and
- (iii) provision of retirement homes and aged care facilities and services,

the details of which are set out in the Circular to shareholders dated 3 December 2018 ("Circular").

AND THAT the Directors of the Company be and are hereby empowered and authorised to do all such acts, deeds and things to execute, sign and deliver on behalf of the Company all such documents and enter into any arrangements, agreements and/or undertakings with any party or parties as they may deem fit, necessary or expedient or appropriate in order to give full effect to the Proposed Diversification with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company."

ORDINARY RESOLUTION 2

PROPOSED CONDITIONAL CONSULTANCY AND PROJECT MANAGEMENT AGREEMENT FOR THE PROVISION OF GENERAL CONSULTANCY, ADVISE, AND PROJECT MANAGEMENT TO FACILITATE THE CONSTRUCTION, SALE AND DEVELOPMENT OF THE PARCEL OF LAND, MEASURING APPROXIMATELY TEN (10) ACRES IN AREA, TO BE SUBDIVIDED FROM A PIECE OF 99 YEAR LEASEHOLD LAND, MEASURING APPROXIMATELY 23.93 ACRES IN AREA, HELD UNDER AND KNOWN AS H.S.(D) 16194, NO. PT 20362, MUKIM BENTONG, DAERAH BENTONG, NEGERI PAHANG ("LAND") INTO A MEDICAL, HEALTHCARE RELATED AND WELLNESS COMMUNITY PROVISIONALLY KNOWN AS LYC WELLNESS VALLEY ("LYC WELLNESS VALLEY") ("PROJECT SERVICES") BY LYC LIVING SDN BHD, A 70% OWNED SUBSIDIARY OF MEXTER ("LYC LIVING"), TO LYC VENTURE SDN BHD ("LYC VENTURE") ("CONSULTANCY AND PROJECT MANAGEMENT AGREEMENT") ("PROPOSED CONSULTANCY AND PROJECT MANAGEMENT AGREEMENT");

"THAT, subject to the completion of the purchase of the Land by LYC Venture and the passing of Ordinary Resolution 1 and Ordinary Resolution 3, approval be and is hereby given to the Directors of the Company and LYC Living to enter into the Consultancy and Project Management Agreement with LYC Venture to provide the Project Services, upon the terms and subject to the conditions as stipulated in the Consultancy and Project Management Agreement, the details of which are set out in the Circular.

AND THAT the Directors of the Company be and are hereby empowered and authorised to do all such acts, deeds and things to execute, sign and deliver on behalf of the Company all such documents and enter into any arrangements, agreements and/or undertakings with any party or parties as they may deem fit, necessary or expedient or appropriate in order to give full effect to the Proposed Consultancy and Project Management Agreement with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company."

ORDINARY RESOLUTION 3

PROPOSED SHAREHOLDERS AGREEMENT BETWEEN MEXTER AND MR. SOH HOO HONG, AN EXISTING SHAREHOLDER OF LYC LIVING ("MR. SOH"), TO FACILITATE THE PROVISION OF THE PROJECT SERVICES AS WELL AS TO GOVERN THE RELATIONSHIP BETWEEN MEXTER AND MR. SOH AS THE SHAREHOLDERS OF LYC LIVING ("SHAREHOLDERS AGREEMENT") ("PROPOSED SHAREHOLDERS AGREEMENT")

"THAT, subject to the passing of Ordinary Resolution 1 and Ordinary Resolution 2, approval be and is hereby given to the Directors of the Company to:

- (i) enter into the Shareholders Agreement with Mr. Soh to facilitate the provision of the Project Services as well as to govern the relationship between the Company and Mr. Soh as the shareholders of LYC Living upon the terms and subject to the conditions as stipulated in the Shareholders Agreement; and
- (ii) exercise the unconditional and irrevocable option granted by Mr. Soh to purchase by itself or its nominee all of the shares or stock then owned by Mr. Soh or his heir(s)/nominee(s) (as the case may be) on the occurrence of the events in the manner as set out in the Shareholders Agreement,

the details of which are set out in the Circular.

AND THAT the Directors of the Company be and are hereby empowered and authorised to do all such acts, deeds and things to execute, sign and deliver on behalf of the Company all such documents and enter into any arrangements, agreements and/or undertakings with any party or parties as they may deem fit, necessary or expedient or appropriate in order to give full effect to the Proposed Shareholders Agreement with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company."

SPECIAL RESOLUTION 1

PROPOSED AMENDMENT TO THE CONSTITUTION OF MEXTER ("CONSTITUTION") TO FACILITATE THE PROPOSED DIVERSIFICATION ("PROPOSED AMENDMENT TO THE CONSTITUTION")

"THAT the following additional new object clause be inserted immediately after the existing Clause 3(d) of the Constitution of the Company:

"3(e) Provision of all services related to lifestyle, wellness, health, healthcare and medicine in particular but not limited to the provision of consultancy, advice, sales & marketing, intellectual property, management, training, recruitment, care, hospital / medical centre / senior living home designs, setting up and operations or any other form of related service or services thereto."

AND THAT the Directors of the Company be and are hereby empowered and authorised to do all such acts, deeds and things to execute, sign and deliver on behalf of the Company all such documents and enter into any arrangements, agreements and/or undertakings with any party or parties as they may deem fit, necessary or expedient or appropriate in order to give full effect to the Proposed Amendment to the Constitution with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company."

SPECIAL RESOLUTION 2

PROPOSED CHANGE OF NAME FROM MEXTER TECHNOLOGY BERHAD TO LYC HEALTHCARE BERHAD ("PROPOSED CHANGE OF COMPANY NAME")

"THAT the name of the Company hereby changed from "Mexter Technology Berhad" to "LYC Healthcare Berhad" with effect from the date of Certificate of Incorporation on Change of Name of the Company to be issued by the Companies Commission of Malaysia and that the Constitution of the Company be hereby amended accordingly, wherever the name of the Company appears.

AND THAT the Directors of the Company be and are hereby empowered and authorised to do all such acts, deeds and things to execute, sign and deliver on behalf of the Company all such documents and enter into any arrangements, agreements and/or undertakings with any party or parties as they may deem fit, necessary or expedient or appropriate in order to give full effect to the Proposed Change of Company Name with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be required by the relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company."

By order of the Board

Tan Ai Ning (MAICA 7015852)

Tai Yuen Ling (LS 0008513)

Company Secretaries

Kuala Lumpur
3 December 2018

Notes:

1. A member entitled to attend 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 authorized 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 Registered Office of the Company at Lot 6.05, Level 6, KPMG Tower, 8 First Avenue, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, 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 Extraordinary General Meeting or Adjourned Extraordinary General Meeting.
6. In respect of deposited securities, only members whose names appear on the Record of Depositors on 19 December 2018 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his behalf.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member 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 EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (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.