

14. ADDITIONAL INFORMATION

14.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than six months after the date of issue of this Prospectus.
- (ii) As at the LPD, we only have one class of shares in our Company, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save for the new Shares issued to Greenwood Capital following the full conversion of the DCPS and ICPS, and the Share Split as disclosed in Section 6.1.2 of this Prospectus, our Company has not issued or proposed to issue any shares, stocks or debentures as fully or partly paid-up in cash or otherwise, within the Financial Years Under Review and up to the LPD.
- (iv) As at the date of this Prospectus, save for the Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.2.3 of this Prospectus and the ESOS as disclosed in Section 4.2.8 of this Prospectus, there is currently no other scheme involving our employees and Directors in the share capital of our Company or any of our subsidiaries.
- (v) As at the date of this Prospectus, save for the ESOS as disclosed in Section 4.2.8 of this Prospectus, none of the share capital of our Company or our subsidiaries is under option or agreed conditionally or unconditionally to be put under option.
- (vi) As at the date of this Prospectus, save for the NCRPS held by our Company in our subsidiaries as disclosed in Section 6.3 of this Prospectus, neither our Company nor our subsidiaries have any other outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution as reproduced in Section 14.2 below and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in our Company or any of our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.2 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in its entirety by reference to our Constitution and by applicable law. The words, terms and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless they are otherwise defined or the context otherwise requires:

Words	Meanings
Act	Companies Act 2016 and any statutory modification, amendment or re-enactment thereof for the time being in force.
	The board of directors for the time being of the Company.
Bursa Depository	Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W)) and/or its nominee if the context so admits.

14. ADDITIONAL INFORMATION (Cont'd)

Words	Meanings
Central Depositories Act	Securities Industry (Central Depositories) Act 1991 and any statutory modification, amendment or re-enactment thereof from time to time in force.
CMSA	The Capital Markets and Services Act 2007 and any statutory modification, amendment or re-enactment thereof for the time being in force.
Company	Sunway Healthcare Holdings Berhad (Registration No. 202101000296 (1400594-U)) or such other name as it may assume from time to time.
Constitution	This Constitution as originally framed or as may be altered from time to time by a special resolution.
Deposited Securities	A deposited security as defined in Section 2 of the Central Depositories Act.
Directors	The directors for the time being of the Company as defined in Section 2 of the CMSA.
Listing Requirements	The Main Market Listing Requirements of the Stock Exchange including any amendment to the Listing Requirements that may be made from time to time.
Member	Any person for the time being holding one (1) or more shares in the Company and whose names appear in the Register and in the event the shares in the Company are listed on the Stock Exchange, Depositors whose names appear in the Record of Depositors.
Record of Depositors	A record provided by Bursa Depository to the Company under Chapter 24.0 of the Rules.
Register	The register of Members of the Company to be kept pursuant to Section 50 of the Act and unless otherwise expressed to the contrary includes the Record of Depositors.
Rules	The Rules of Bursa Depository and any modification, amendment or re-enactment thereof for the time being in force.
Securities	Securities as defined in Section 2(1) of the CMSA.
Stock Exchange	Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W)).

14. ADDITIONAL INFORMATION (Cont'd)**14.2.1 Remuneration, voting and borrowing powers of Directors**

The provisions in our Constitution dealing with remuneration, voting and borrowing powers of our Directors are as follows:

(i) Remuneration of DirectorsClause 97 - Remuneration of Directors

"The fees of the Directors and any benefits payable shall be a fixed sum and shall from time to time be determined by an ordinary resolution of the Company in a general meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Directors who shall hold office or part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office provided always that:

- (a) fees and any benefits payable to Non-Executive Directors shall be by way of a fixed sum and not by a commission on or percentage of profits or turnover;
- (b) salaries and benefits payable to Executive Directors may not include a commission on or percentage of turnover;
- (c) fees of Directors and benefits payable to Directors shall include any compensation for loss of employment as an Executive Director, and be subject to annual shareholders' approval at a general meeting; and
- (d) save as expressly set out in this Constitution, any fee paid to an Alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter."

Clause 98 - Reimbursement of expenses to Directors

"The Company may reimburse to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Board, or general meetings, or otherwise in or about the business of the Company in the course of the performance of his duties as a Director."

(ii) Voting and borrowing powers of DirectorsClause 112 - Quorum and voting

"The quorum necessary for the transaction of business of the Directors shall be two (2) Directors. Questions arising at any meeting of Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote, except that where only two (2) Directors are competent to vote on the question at issue, or at a meeting where only two (2) Directors form a quorum, and in such case, the chairman shall not have a casting vote."

14. ADDITIONAL INFORMATION (Cont'd)

Clause 121(1)(a) - Restriction on voting

"Subject to and save as otherwise provided in the Act, a Director shall not participate in any discussion and shall not vote in regard to any contract or proposed contract or arrangement in which he is directly or indirectly interested nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other Securities in that other company, and if he shall do so, his vote shall not be counted. However, he shall be counted in the quorum for any meeting where a contract or arrangement in which he is interested is to be decided."

Clause 54 - Borrowing powers of Directors

"The Directors, in the exercise of the powers of the Company, may from time to time at their discretion raise or borrow for the purposes of the Company such sums of money as they think proper, subject to compliance of the Act."

Clause 55 - What security may be given

"The Directors may also, in the exercise of the powers of the Company mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any related third party as permitted under the Act and the Listing Requirements. Nothing contained in this Constitution shall authorise the Directors to mortgage or charge any of the Company's undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other Securities whether outright or as security for any debt, liability or obligation of any unrelated third parties."

Clause 101 - Other borrowing powers of Directors

"The Directors may exercise all the powers of the Company to borrow or raise money for the purpose of the Company's or any of its related company's business on such terms as they think fit and may secure the repayment of the same by mortgage or charge upon the whole or any part of the Company's or subsidiaries' undertaking, property (both present and future) and uncalled or unissued capital and may issue bonds, debentures and other Securities whether charged upon the whole or part of the assets of the Company or otherwise."

14. ADDITIONAL INFORMATION (Cont'd)**14.2.2 Changes to share capital**

The provisions in our Constitution dealing with changes to share capital and variation of class rights are as follows:

(i) Variation of rightsClause 15 - How special rights of shares may be varied

"If at any time the share capital of the Company is divided into different classes of shares, the rights and privileges attached to each class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, be varied, modified, commuted, dealt with, affected or abrogated with the sanction of a special resolution, which shall be carried only with the approval of not less than three-fourths (3/4) of the total number of issued shares of that class of shares and passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting, the provisions of this Constitution relating to general meetings of the Company and to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third (1/3) in the total number of the issued shares of that class (but so that if at any adjourned meeting a quorum as above defined is not present, any two (2) holders of shares of that class present in person or by proxy shall be a quorum). Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid, consent in writing may be secured from Members holding at least three-fourths (3/4) of the total number of issued shares of that class and such consent if obtained within two (2) months from the date of the general meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy."

(ii) Alteration of capitalClause 49 - Power to increase capital

"The Company in general meeting may from time to time by ordinary resolution, whether all the shares for the time being issued shall have been fully called up or not, increase its share capital by the creation and issue of new shares, such aggregate increase to be of such amount as the Company by the resolution authorising such increase directs."

Clause 52 - Power to consolidate, cancel and subdivide shares

"The Company may by special resolution:

- (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (b) cancel any shares which at the date of the passing of the resolution have not been taken, or agreed to be taken by any person or which have been forfeited and diminish the amount of its capital by the amount of shares so cancelled;

14. ADDITIONAL INFORMATION (Cont'd)

- (c) subdivide shares, or any of them, whichever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived, and so that the resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares; or
- (d) subject to the Act, convert any class of shares into any other class of shares.”

Clause 53 - Power to reduce capital

“Subject to the Act and the Listing Requirements, the Company may by special resolution reduce its share capital, in any manner and with, and subject to, any incident authorised, and consent required by law and/or confirmation by the Court.”

14.2.3 Transfer of securities

The provisions in our Constitution dealing with transfer of securities are as follows:

Clause 36 – Transfer

“The transfers of any Deposited Securities or class of Deposited Securities in the Company shall be by way of book entry by Bursa Depository in accordance with the Rules and notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemptions that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities. No shares shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Deposited Securities although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the Deposited Securities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside. In every such case, the person registered as transferee, his executors, administrators and assignees, subject to compliance with the Act, Listing Requirements, Central Depositories Act and Rules, alone shall be entitled to be recognised as the holder of such Deposited Securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.”

Clause 39 - Renunciation

“Subject to the provisions of this Constitution, the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of such share by the allottee thereof in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Directors may determine.”

14. ADDITIONAL INFORMATION (Cont'd)**14.2.4 Rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights**

The provisions in our Constitution dealing with rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights are as follows:

Clause 4(b) - Allotment, grant of option etc.

“Subject to the Act, the Listing Requirements and to the conditions, restrictions and limitations expressed in this Constitution and without prejudice to any special or preferred rights previously conferred on the holders of any existing shares or class of shares, the Directors may issue and allot, grant options over or otherwise dispose of new shares in the capital of the Company to such persons, at such time and on such terms as they think proper provided always that in the case of shares of a class other than ordinary shares, the rights attaching to such shares shall be expressed in this Constitution.”

Clause 6 - Issue of shares with preferred or special rights

“Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, but subject to the Act, this Constitution and the Listing Requirements, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to dividend voting, return of capital or otherwise as shall be expressed in the ordinary resolution creating the same and where such shares are preference shares, the rights attached thereto shall also be set out in this Constitution when such preference shares are issued.”

Clause 7 - Issue of preference shares

“Subject to the Act, this Constitution and the Listing Requirements, preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as shall be provided in this Constitution at the time such preference shares are issued.”

14.3 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance (Incorporated) and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a person having a securities account with Bursa Depository (“**Depositor**”) by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be a shareholder of our Company and will be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14.4 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND/OR EXERCISE VOTING RIGHTS

Subject to Section 14.3 above, there is no limitation on the right to own our Shares, including any limitation on the right of a non-resident or non-Malaysian shareholder to hold or exercise voting rights on our Shares, which is imposed by Malaysian law or by our Constitution.

14. ADDITIONAL INFORMATION (Cont'd)**14.5 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION**

As at the LPD, our Group's principal place of operations is in Malaysia. All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single-tier dividend are not taxable. Further, the Government does not levy withholding tax on dividend payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian resident companies. There is no Malaysian capital gains tax arising from the disposal of listed shares.

Save for the foregoing, there are no other governmental laws, decrees, regulations or legislations that may affect the repatriation of capital and the remittance of profits by or to our Group.

14.6 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any other material contracts that are not in the ordinary course of business of our Group during the Financial Years Under Review and up to the date of this Prospectus:

- (i) Letter of award dated 28 June 2022 issued by SMC Ipoh (as employer) to Sunway Construction Sdn Bhd (as contractor) for the appointment of Sunway Construction Sdn Bhd ("**Sunway Construction**") to undertake main building works in connection with the construction of a medical centre building at Sunway Medical Centre Ipoh, at a contract sum of RM217,000,000.00. The construction of the medical centre building has been completed, with the CCC issued on 30 October 2024.
- (ii) Sale and purchase agreement dated 29 December 2022 (as amended and supplemented by the first supplemental agreement dated 31 March 2023, the second supplemental agreement dated 30 May 2023, the third supplemental agreement dated 30 June 2023 and the fourth supplemental agreement dated 4 August 2023) entered into between RHB Trustees Berhad (as trustee for Sunway REIT) (as vendor) and SMC (as purchaser) for the acquisition by SMC of two parcels of leasehold land held under PN 12549, Lot 38160 and PN 12550, Lot 45, both located at Bandar Sunway, Daerah Petaling, Negeri Selangor, together with a seven-storey hospital building with a lower ground floor annexed with a multi-storey car park block and a convention centre, with postal address known as No. 5, Jalan Lagoon Selatan, Bandar Sunway, 47500 Subang Jaya, Selangor, at a cash consideration of RM430,000,000.00. The sale and purchase transaction has been completed in accordance with its terms on 30 August 2023.
- (iii) Letter of award dated 11 March 2024 (as amended and supplemented by a supplemental letter dated 2 December 2024) issued by SMC Penang (as employer) to Deco Style Sdn Bhd (as contractor) for the appointment of Deco Style Sdn Bhd to undertake renovation works at Sunway Medical Centre Penang, at a contract sum of RM72,200,000.00. The renovation works have been completed in phases, with the CCC issued on 27 August 2024 and 30 April 2025 respectively.
- (iv) Letter of award dated 13 August 2024 issued by SMC Ipoh (as employer) to Sunway Construction (as contractor) for the appointment of Sunway Construction to undertake renovation works at Sunway Medical Centre Ipoh, at a contract sum of RM18,189,000.00. As at the LPD, the renovation works are still ongoing, but the certificate of practical completion of the renovation works has been issued on 25 June 2025.

14. ADDITIONAL INFORMATION (Cont'd)

- (v) Letter of award dated 22 October 2024 issued by SMC (as employer) to Sunway Construction (as contractor) for the appointment of Sunway Construction to undertake extension and renovation works at Towers D and E of Sunway Medical Centre Sunway City Kuala Lumpur, at a contract sum of RM90,319,000.00. As at the LPD, the extension and renovation works are still ongoing.
- (vi) Sale and purchase agreement dated 18 November 2024 entered into between Sunway Marketplace Sdn Bhd (as vendor) and SMC (as purchaser) for the acquisition by SMC of a registered lease over a parcel of freehold land held under H.S.(D) 605673, PTD 200694, located at Mukim Pulau, Daerah Johor Bahru, Negeri Johor, at a purchase consideration of RM20,659,803.00. As at the LPD, the sale and purchase transaction is pending completion. For information purposes, the land is intended to be used for the construction of Sunway Medical Centre Iskandar Puteri.
- (vii) Engagement agreement dated 2 April 2025 entered into between SMC (as employer) and SA Architects Sdn Bhd (as architect) for the appointment of SA Architects Sdn Bhd to provide architectural consultancy services for the proposed development of a medical centre on a parcel of land held under H.S.(D) 605673, PTD 200694, located at Mukim Pulau, Daerah Johor Bahru, Negeri Johor, at a fee of 2.4% of the total final construction cost for the project or the awarded construction cost for the project, whichever is lower, subject to the completion of the project. As at the LPD, SA Architects Sdn Bhd has commenced providing architectural consultancy services to SMC in accordance with the terms of the agreement.
- (viii) Letter of intent dated 3 May 2024 issued by SMC (as employer) to Sunway Construction (as contractor) for the appointment of Sunway Construction to undertake renovation works at Tower F of Sunway Medical Centre Sunway City Kuala Lumpur, at an estimated contract sum of RM80,000,000.00. As at the LPD, the renovation works are still ongoing.
- (ix) Retail Underwriting Agreement dated [●]
[●]
- (x) Master Cornerstone Placement Agreement dated [●]
[●]
- (xi) Lock-up agreement dated [●] in relation to our IPO and Listing
[●]

14.7 MATERIAL LITIGATION

As at the LPD, our Group is not engaged in any governmental, legal or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings which may have or have had material or significant effects on our financial position or profitability in the 12 months immediately preceding the date of this Prospectus.

14. ADDITIONAL INFORMATION (Cont'd)**14.8 CONSENTS**

- (i) The Joint Principal Advisers, Joint Global Coordinators, Joint Bookrunners, Joint Underwriters, company secretaries, legal advisers, Share Registrar and Issuing House have given and have not subsequently withdrawn their respective written consents before the date of issue of this Prospectus for the inclusion of their names and all references thereto in the form and context in which such names are included in this Prospectus.
- (ii) The Auditors and Reporting Accountants have given and have not subsequently withdrawn their written consent before the date of issue of this Prospectus for the inclusion of their name, opinion on our historical consolidated financial statements for the Financial Years Under Review contained in the Accountants' Report, the Reporting Accountants' Report on the Pro Forma Consolidated Statements of Financial Position and all references thereto in the form and context in which they are included in this Prospectus.
- (iii) The Independent Market Researcher has given and has not subsequently withdrawn its written consent before the date of issue of this Prospectus for the inclusion of its name, the IMR Report, and all references thereto in the form and context in which they are included in this Prospectus.

14.9 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered address at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor, Malaysia, during normal business hours for a period of six months from the date of this Prospectus:

- (i) our Constitution;
- (ii) our audited consolidated financial statements for the Financial Years Under Review;
- (iii) audited financial statements of each of our subsidiaries for the Financial Years Under Review;
- (iv) Accountants' Report as included in Section 13 of this Prospectus;
- (v) Reporting Accountants' Report on the Pro Forma Consolidated Statements of Financial Position as included in Section 12.5 of this Prospectus;
- (vi) IMR Report as included in Section 8 of this Prospectus;
- (vii) our material contracts as referred to in Section 14.6 of this Prospectus;
- (viii) letters of consent as referred to in Section 14.8 of this Prospectus; and
- (ix) By-Laws as included in Annexure E of this Prospectus.

14. ADDITIONAL INFORMATION *(Cont'd)*

14.10 RESPONSIBILITY STATEMENTS

Our Directors, our Promoters and the Selling Shareholders have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

Maybank IB and AmlInvestment Bank, being the Joint Principal Advisers, Joint Global Coordinators and Joint Bookrunners for the Institutional Offering, and Joint Underwriters for the Retail Offering, acknowledge that, based on all available information, and to the best of their knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.

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