THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

A member of **UEM Group**

UEM EDGENTA BERHAD

(Incorporated in Malaysia)
(Company No. 5067-M)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PART I

(A) PROPOSED RENEWAL OF EXISTING SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE; AND

(B) PROPOSED NEW SHAREHOLDERS' MANDATE FOR ADDITIONAL RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

PART II

PROPOSED ALTERATION OR AMENDMENT TO THE CONSTITUTION OF THE COMPANY

The Notice of the Fifty-Sixth Annual General Meeting ("**56th AGM**") together with the Proxy Form are set out in the Annual Report 2018 of UEM Edgenta Berhad ("**UEM Edgenta**" or the "**Company**") despatched together with this Circular.

Date and time of the 56th AGM	:	Wednesday, 15 May 2019 at 10.00 a.m.
Venue of AGM	:	Banquet Hall, Menara Korporat, Persada PLUS, Persimpangan Bertingkat Subang, KM15, Lebuhraya Baru Lembah Klang, 47301 Petaling Jaya, Selangor Darul Ehsan
Last date and time for lodgement of the Proxy Form	:	Monday, 13 May 2019 at 10.00 a.m.

The Proxy Form must be completed and deposited at the office of the Company's share registrar, Boardroom Share Registrars Sdn Bhd (formerly known as Symphony Share Registrars Sdn Bhd) at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan not less than forty-eight (48) hours before the time set for the 56th AGM or any adjournment thereof. The lodging of the Proxy Form will not preclude you from attending and voting in person at the 56th AGM should you subsequently wish to do so.

This Circular is dated 16 April 2019

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:

Act	:	Companies Act 2016, as amended, supplemented or modified from time to time
AGM	:	Annual General Meeting
ARC	:	Audit and Risk Committee of UEM Edgenta, presently comprising of Robert Tan Bun Poo, Elakumari Kantilal and Emily Kok
Board or Board of Directors	:	The Board of Directors of UEM Edgenta
Bursa Securities	:	Bursa Malaysia Securities Berhad
Cenviro	:	Cenviro Sdn Bhd
Cenviro Group	:	Cenviro and its subsidiaries
CIMA	:	Cement Industries of Malaysia Berhad
CIMA Group	:	CIMA and its subsidiaries
CIMB	:	CIMB Group Holdings Berhad
CIMB Group	:	CIMB and its subsidiaries
Director	:	A director of UEM Edgenta or its subsidiaries as the case may be and shall have the same meaning given in Section 2(1) of the Capital Markets and Services Act, 2007 including any person who is or was within the preceding six (6) months of the date on which the terms of the relevant transaction were agreed upon a director of UEM Edgenta (or of its subsidiaries or holding company or a chief executive officer of UEM Edgenta, its subsidiaries or holding company)
Edgenta EMT	:	Edgenta Environmental & Material Testing Sdn Bhd
Edgenta PROPEL	:	Edgenta PROPEL Berhad
Edgenta PROPEL Group	:	Edgenta PROPEL and its subsidiaries
Edgenta TMS	:	Edgenta TMS Sdn Bhd
EFSB	:	Edgenta Facilities Sdn Bhd
EFSB Group	:	EFSB and its subsidiaries
EHM	:	Edgenta Healthcare Management Sdn Bhd
EMS	:	Edgenta Mediserve Sdn Bhd
EMS Group	:	EMS and its subsidiaries

EMS Sabah	:	Edgenta Mediserve (Sabah) Sdn Bhd
EMS Sarawak	:	Edgenta Mediserve (Sarawak) Sdn Bhd
ETMSSB	:	Edgenta Township Management Services Sdn Bhd
Faber Sindoori	:	Faber Sindoori Management Services Private Limited, a company incorporated in India
FDHSB	:	Faber Development Holdings Sdn Bhd
FHH	:	Faber Hotels Holdings Sdn Bhd
First Impact	:	First Impact Sdn Bhd
FLS Sabah	:	Fresh Linen Services (Sabah) Sdn Bhd
IHH Healthcare	:	IHH Healthcare Berhad
IHH Healthcare Group	:	IHH Healthcare and its subsidiaries
KFM	:	KFM Holdings Sdn Bhd
KFM Energy	:	KFM Energy Services Sdn Bhd
Khazanah	:	Khazanah Nasional Berhad
Kuad	:	Kuad Sdn Bhd
Kualiti Alam	:	Kualiti Alam Sdn Bhd
Kuari Pati	:	Kuari Pati Sdn Bhd
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities, as amended from time to time
LPD	:	31 March 2019, being the latest practicable date prior to the printing of this Circular, which shall not be more than 1 month prior to the date of this Circular
MAHB	:	Malaysia Airports Holdings Berhad
MAHB Group	:	MAHB and its subsidiaries
Major Shareholder	:	A person who has an interest or interests in one or more voting shares in a corporation and the number or aggregate number of those shares, is: (a) 10% or more of the total number of voting shares in the corporation; or (b) 5% or more of the total number of voting shares in the corporation where such person is the largest shareholder of the corporation For the purpose of this definition, "interest" shall have the meaning of "interest in shares" given in section 8 of the Act. For the purpose of the Proposed Mandate, Major Shareholders (as defined above) includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a major shareholder of the Company or any other corporation which is the Company's subsidiary or holding company, in accordance with the definition in Chapter 10 of the Listing Requirements.

Managing Director/ Chief Executive Officer	:	Dato' Azmir Merican
MIMSB	:	Medini Iskandar Malaysia Sdn Bhd
MIMSB Group	:	MIMSB and its subsidiaries
OIM	:	Opus International (M) Berhad
Opus	:	Opus Group Berhad
Opus Group	:	Opus and its subsidiaries
Opus Management	:	Opus Management Sdn Bhd
Opus NZ	:	Opus International (NZ) Limited
Parkway Pantai	:	Parkway Pantai Limited
Parkway Pantai Group	:	Parkway Pantai and its subsidiaries
PCR Investments	:	PCR Investments Limited
Person(s) Connected	:	Shall have the same meaning given in Paragraph 1.01, Chapter 1 of the Listing Requirements
PKV	:	Pulau Kapas Ventures Sdn Bhd
PLUS	:	Projek Lebuhraya Usahasama Berhad
PLUS Malaysia	:	PLUS Malaysia Berhad
PLUS Malaysia Group	:	PLUS Malaysia and its subsidiaries
Proposed Mandate	:	Collectively, the Proposed Renewal of Shareholders' Mandate and Proposed New Shareholders' Mandate
Proposed New Shareholders' Mandate	:	Proposed new shareholders' mandate for additional RRPTs, as set out in Part B of Appendix I of this Circular
Proposed Renewal of Shareholders' Mandate	:	Proposed renewal of the existing shareholders' mandate for RRPTs obtained on 10 May 2018, as set out in Part A of Appendix I of this Circular
Putrajaya Holdings	:	Putrajaya Holdings Sdn Bhd
Related Party	:	A Director, a Major Shareholder or a Person(s) Connected with them
Related Party Transaction	:	A transaction entered into by the Company or any of the Company's subsidiaries which involves the interest, direct or indirect, of a Related Party
RMSB	:	Rimbunan Melati Sdn Bhd
RRPTs	:	Transactions entered, proposed to be entered, or may be entered into by UEM Edgenta Group which involve the interest, direct or indirect, of a Related Party and which are recurrent, of a revenue or trading nature and which are necessary for the day-to-day operations of the UEM Edgenta Group
Sedafiat	:	Sedafiat Sdn Bhd

Senior Management	:	Head of Companies, Head of Departments of UEM Edgenta and Head of Finance of UEM Edgenta Group
Shares	:	Ordinary shares in UEM Edgenta
Silterra Malaysia	:	Silterra Malaysia Sdn Bhd
SMS Likas	:	SMS Kg. Likas (Sabah) Sdn Bhd
TARH	:	Themed Attractions Resorts & Hotels Sdn Bhd
TdC	:	TIME dotCom Berhad
TdC Group	:	TdC and its subsidiaries
TM	:	Telekom Malaysia Berhad
TM Group	:	TM and its subsidiaries
TNB	:	Tenaga Nasional Berhad
TNB Group	:	TNB and its subsidiaries
Transacting Party	:	A party with which the Company or any of the Company's subsidiaries has entered, or may or intends to enter, into a RRPT under the Proposed Mandate
UEM Builders	:	UEM Builders Berhad
UEM Construction	:	UEM Construction Sdn Bhd
UEM Edgenta or Company	:	UEM Edgenta Berhad
UEM Edgenta Group	:	UEM Edgenta and its subsidiaries (and where specified, includes such subsidiaries as may be incorporated and/or acquired from time to time)
UEMG	:	UEM Group Berhad
UEMG Group	:	UEMG and its subsidiaries
UEM Land	:	UEM Land Berhad
UEM Sunrise	:	UEM Sunrise Berhad
UEM Sunrise Group	:	UEM Sunrise and its subsidiaries
UEMS	:	UEMS Pte Ltd
UEMSET	:	UEM Sunrise Edgenta TMS Sdn Bhd
UEMS Malaysia	:	Edgenta UEMS Sdn Bhd (formerly known as UEMS Solutions Sdn Bhd)

CURRENCY

RM	:	Ringgit Malaysia, the lawful currency of Malaysia

Unless otherwise stated, the information set out above in relation to the Major Shareholders, Directors and Persons Connected is as at the LPD.

All references to "**our Company**" in this Circular means UEM Edgenta, references to "**our Group**" and "**UEM Edgenta Group**" mean our Company and our subsidiaries. References to "**we**", "**us**", "**our**" and "**ourselves**" mean our Company, or where the context otherwise requires, our Group. All references to "**you**" in this Circular mean the shareholders of our Company, unless the context otherwise requires.

Words denoting the singular shall include the plural and vice versa, and words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders, and vice versa. References to persons shall include corporations.

Any reference to any enactment in this Circular is a reference to that enactment as for the time being amended or re-enacted.

Any discrepancies in the tables included in this Circular between the amounts listed, actual figures and the totals thereof are due to rounding.

Any reference to time of day in this Circular is a reference to Malaysian time, unless otherwise stated.

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PART I

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND PROPOSED NEW SHAREHOLDERS' MANDATE

A member of **UEM Group**

UEM EDGENTA BERHAD

(Incorporated in Malaysia)
(Company No. 5067-M)

Registered Office:

Level 17, Menara UEM
Tower 1, Avenue 7
The Horizon
Bangsar South City
No. 8, Jalan Kerinchi
59200 Kuala Lumpur

Date: 16 April 2019

Board of Directors:

Amir Hamzah Azizan – *Chairman, Non-Independent Non-Executive Director*
Dato' Azmir Merican – *Managing Director/Chief Executive Officer*
Dato' Noorazman Abd Aziz – *Non-Independent Non-Executive Director*
Robert Tan Bun Poo – *Independent Non-Executive Director*
Dr. Saman @ Saimy Ismail – *Independent Non-Executive Director*
Elakumari Kantilal – *Non-Independent Non-Executive Director*
Juniwati Rahmat Hussin – *Independent Non-Executive Director*
Dato' George Stewart LaBrooy – *Independent Non-Executive Director*
Emily Kok – *Independent Non-Executive Director*
Rowina Ghazali Seth – *Independent Non-Executive Director*

To: The Shareholders of UEM Edgenta

Dear Sir/Madam,

(A) PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE; AND

(B) PROPOSED NEW SHAREHOLDERS' MANDATE

1. INTRODUCTION

At the 55th AGM of the Company held on 10 May 2018, the Company had obtained a shareholders' mandate for RRPTs of a revenue or trading nature which are necessary for the day-to-day operations of UEM Edgenta Group.

The said shareholders' mandate shall, in accordance with the Listing Requirements, lapse at the conclusion of the 56th AGM of the Company unless authority for its renewal is obtained from the shareholders of the Company at the 56th AGM of the Company.

On 22 March 2019, the Company had announced to Bursa Securities that the Company intended to seek shareholders' approval for the Proposed Mandate at the 56th AGM of the Company.

The purpose of this Circular is to provide the shareholders of the Company with the relevant information relating to the Proposed Mandate, together with the Board's recommendation thereon and also to seek the shareholders' approval for the resolutions in respect of the Proposed Mandate to be tabled at the 56th AGM of the Company. The Notice of the 56th AGM of the Company together with the Proxy Form are set out in the Annual Report 2018 of the Company.

SHAREHOLDERS OF UEM EDGENTA ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTIONS RELATING TO THE PROPOSED MANDATE AT THE 56TH AGM OF THE COMPANY.

2. DETAILS OF THE PROPOSED MANDATE

2.1 Paragraph 10.09 of Chapter 10 of the Listing Requirements

Pursuant to Part E, Paragraph 10.09(2) of Chapter 10 of the Listing Requirements, the Company may seek a shareholders' mandate in respect of RRPTs subject to the following:

(a) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;

(b) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year where:

  (i) the consideration, value of the assets, capital outlay or costs of the RRPTs is equal to or exceeds RM1 million; or

  (ii) any one of the percentage ratios of such aggregated transactions is equal to or exceeds 1%,

  whichever is the higher;

(c) the Company's circular to shareholders for the shareholder's mandate includes the information as may be prescribed by Bursa Securities;

(d) in a meeting to obtain the shareholders' mandate, the interested director, interested major shareholder or interested person connected with a director or major shareholder; and where it involves the interest of an interested person connected with a director or major shareholder, such director or major shareholder, must not vote on the resolution. An interested director or interested major shareholder must ensure that persons connected with him abstain from voting on the resolution approving the transactions; and

(e) the Company immediately announces to Bursa Securities when the actual value of a RRPT entered into by the Company, exceeds the estimated value of the RRPT disclosed in the circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.

Where the Company has procured a shareholders' mandate pursuant to the above, the provisions of Paragraph 10.08 of the Listing Requirements shall not apply.

2.2 The principal activities of UEM Edgenta Group

The principal business activities of the Company are that of investment holding and provision of management services to its subsidiaries. The principal business activities of the Company's subsidiaries, associated companies, joint ventures and partnerships are as follows:

No.	Name of company	Principal activities/status	UEM Edgenta's direct/indirect interest in the company (%)
	Subsidiaries of UEM Edgenta		
1.	EHM	Investment holding	100
2.	EFSB	Investment holding and provision of integrated facilities management services	100
3.	Faber LLC	Facilities management services in United Arab Emirates	75
4.	FDHSB	Investment holding	100
5.	FHH	In Liquidation	100
6.	Sate Yaki Sdn Bhd	In Liquidation	60
7.	Opus	Investment holding	100
8.	Edgenta PROPEL	Maintenance and repair of civil, mechanical and electrical works on roads, infrastructure and expressways and industrial cleaning services	100
9.	Edgenta EMT	Geotechnical investigation, instrumentation and pavement condition assessment works	100
10.	Edgenta Energy Services Sdn Bhd	Energy performance management services	70
11.	ETMSSB	Investment holding and management of real estate	100
12.	KFM	Provision of asset development and facility management services	80
13.	Edgenta Energy Projects Sdn Bhd	Providing energy performance management services and renewable energy services	100
14.	Edgenta (Singapore) Pte Ltd	Investment holding	100
	Subsidiaries of EHM		
15.	EMS	Provision of hospital support services	100
	Subsidiaries of EMS		
16.	Cermin Cahaya Sdn Bhd	Provision of cleansing services to hospitals	100
17.	EMS Sabah	Investment holding	100
18.	EMS Sarawak	Investment holding	100
19.	Edgenta Healthtronics Sdn Bhd	Provision of biomedical engineering maintenance services	100
20.	FLS Sabah	Provision of laundry processing activities	60
	Associated company of EMS Sabah		
21.	Sedafiat	Provision of hospital support services	40

No.	Name of company	Principal activities/status	UEM Edgenta's direct/indirect interest in the company (%)
	Associated company of EMS Sarawak		
22.	One Medicare Sdn Bhd	Provision of hospital support services	40
23.	Biomedix Solutions Sdn Bhd	Provision of biomedical engineering maintenance services	40
	Subsidiaries of EFSB		
24.	Edgenta Facilities Management Sdn Bhd	Facilities management services	100
25.	General Field Sdn Bhd	Provision of energy performance management services	100
26.	Faber Star Facilities Management Limited	Facilities management in India	100
	Associated company of EFSB		
27.	Faber Sindoori	Facilities management in India	51
	Subsidiaries of FDHSB		
28.	Faber Union Sdn Bhd	Property development	100
29.	Country View Development Sdn Bhd	Property development and provision of facilities management services	100
30.	Faber Grandview Development (Sabah) Sdn Bhd	Property development	100
31.	Faber Heights Management Sdn Bhd	Property management	100
32.	RMSB	Property development	55
	Subsidiaries of Opus		
33.	Builders Credit & Leasing Sdn Bhd	Investment holding	100
34.	Opus NZ	Investment holding	100
35.	OIM	Management of the planning, design and construction of infrastructure projects and provision of facilities management services	100
	Subsidiary of Edgenta PROPEL		
36.	Edgenta Infrastructure Services Sdn Bhd (formerly known as Aquatrans Sdn Bhd)	Undertaking of water projects	100
37.	PT Edgenta PROPEL Indonesia	Provision of management consultancy and advisory related to management of roads	99.9
	Jointly Controlled Operation of Edgenta PROPEL		
38.	Edgenta PROPEL-NRC JO	Providing highway maintenance services	55
	Subsidiary of ETMSSB		
39.	UEMSET	Investment holding and management of real estate	70

No.	Name of company	Principal activities/status	UEM Edgenta's direct/indirect interest in the company (%)
	Subsidiary of UEMSET		
40.	Edgenta TMS	Management of real estate	49
	Subsidiaries of OIM		
41.	Opus Management	Management of the planning, design and construction of infrastructure projects and provision of facilities management services	100
42.	Pengurusan Lantas Berhad	Provision of technical management support services for the planning, design and construction of projects	100
43.	Pengurusan LRT Sdn Bhd	Provision of project management services	100
44.	Opus International India Private Limited	Provision of asset development and asset management services	100
45.	Opus Al-Dauliyyah LLC	Engineering consultancy services	100
	Associated company of OIM		
46.	Opus Consultants (M) Sdn Bhd	Engineering consultancy services	30
	Subsidiaries of KFM		
47.	KFM Projects Sdn Bhd	Project management consulting services	80
48.	KFM Systems Sdn Bhd	Consultancy and contractors for building management systems for the built environment	80
49.	KFM Solutions Sdn Bhd	Consultancy services in the green, smart and connected urban ecology and integrated facility management services	80
50.	KFM Energy	Provision of consultancy and other services relating to conservation and renewable energy	80
51.	Veridis PPP One Sdn Bhd	Concession holder specialising in retro-fitting works of building utilising green technology	80
52.	Operon Malaysia Sdn Bhd	Provision of supervising officer for activities related to Green Technology and other solutions for the built environment	80
53.	Operon Middle East Limited	Facilities management and building cleaning services	80
54.	Operon Consulting Sdn Bhd	Asset management consultancy services	56
55.	KFM Middle East Limited	Dormant	56
	Associated company of Operon Consulting Sdn Bhd		
56.	Operon Asset Advisory Sdn Bhd	Asset management consulting services	27
	Subsidiary of Edgenta (Singapore) Pte Ltd		
57.	UEMS	Investment holding	97.5
	Subsidiaries of UEMS		
58.	UEMS Solutions Pte Ltd	Provision of facility management services	97.5
59.	UEMS Malaysia	Provision of facility management services	97.5
60.	Edgenta UEMS Ltd (formerly known as UEMS Solutions Ltd)	Provision of facility management services	97.5
61.	ServiceMaster Hong Kong Limited	Provision of facility management services	97.5

No.	Name of company	Principal activities/status	UEM Edgenta's direct/indirect interest in the company (%)
62.	Subsidiary of Edgenta UEMS Ltd (formerly known as UEMS Solutions Ltd Edgenta UEMS SC Ltd (formerly known as UEMS ServiceCorp Ltd)	Provision of cleaning and consulting services for business enterprises, buildings and home service to individuals	97.5

2.3 Basis of estimated value of RRPTs

The estimated transaction values of the RRPTs, for which the Proposed Mandate is being sought, as set out in Part A and B of Appendix I of this Circular are based on estimated prevailing prices which are or will be formalised in agreements or contracts to be entered into by relevant members of the UEM Edgenta Group with the Transacting Parties based on UEM Edgenta Group's usual levels of transaction and on the business volume from the date of the 56^{th} AGM of the Company to the next AGM of the Company. The actual value of transactions may, however, vary from the estimated value disclosed in Part A and B of Appendix I of this Circular if there are any changes in the business, economic and/or competitive environment.

2.4 Amounts due and owing to the UEM Edgenta Group by Related Parties pursuant to RRPTs ("Outstanding RRPT Receivables")

The aggregate principal amount and interest of Outstanding RRPT Receivables from the UEM Edgenta Group's Related Parties which have exceeded the credit term as at 31 December 2018 is approximately RM51.2 million, the details of which are set out in Appendix II in this Circular.

In relation to the Outstanding RRPT Receivables, no late payment charges are imposed as the Directors of the Company are optimistic that the amount is recoverable. The management focuses on credit management and actively meets and negotiates with Related Parties to pursue the Outstanding RRPT Receivables. The Company will recover the Outstanding RRPT Receivables progressively.

2.5 Validity period of the Proposed Mandate

The Proposed Mandate, if approved by the shareholders at the forthcoming AGM of the Company, shall take effect from the date of the passing of the ordinary resolutions proposed at the forthcoming AGM of the Company and shall continue to be in force until:

(a) the conclusion of the next AGM of the Company following the forthcoming AGM of the Company at which the Proposed Mandate is approved, at which time it will lapse, unless by a resolution passed at such general meeting, the authority is renewed; or

(b) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 340(2) of the Act (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or

(c) the Proposed Mandate is revoked or varied by resolution passed by the shareholders in a general meeting,

whichever is the earlier.

Thereafter, approval from the shareholders will be sought for the renewal of the Proposed Mandate at each subsequent AGM of the Company, subject to a satisfactory review by our ARC.

2.6 Disclosure of RRPTs

If the Proposed Mandate is approved, disclosure will be made in the Company's subsequent year's annual report of, amongst others, a breakdown of the aggregate value of the RRPTs conducted pursuant to the Proposed Mandate during the financial year, based on the following information:

(a) the type of RRPTs made; and

(b) the names of the Related Parties involved in each type of RRPT and their relationship with the Company.

2.7 Review Procedures for RRPTs

The UEM Edgenta Group has established the following review procedures to ensure that RRPTs are undertaken on an arm's length basis, on transaction prices, on the UEM Edgenta Group's normal commercial terms, and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of the Company:

(a) The terms of any transaction proposed to be entered into between the Company or any of its subsidiaries involving the interest of a Related Party will be submitted to the Senior Management and Managing Director/Chief Executive Officer of the Company for review.

(b) Wherever practicable and/or feasible, at least two (2) other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as comparison, to determine whether the price and terms offered to/by the related parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities.

(c) Where quotation or comparative pricing from unrelated third parties cannot be obtained, the transaction price and terms and conditions of the transactions for the products or services will be in accordance with the UEM Edgenta Group's usual business practice and not detrimental to the minority shareholders of the Company.

(d) Information on the Related Parties and review procedures applicable to the RRPTs which involve the interest, direct or indirect, of such Related Parties have been disseminated to the Company's operating divisions and subsidiaries and will continue to be disseminated from time to time, for their reference in ensuring that all transactions with such Related Parties are undertaken on an arm's length basis and on normal commercial terms which are not or will not be more favourable to the Related Parties than those generally available to the public.

(e) The Senior Management will determine whether the transaction is recurrent in nature. If it is concluded that the Related Party Transaction is recurrent and is undertaken on an arm's length basis and on the UEM Edgenta Group's normal commercial terms and on terms not more favourable to the Related Parties than those generally available to the public, the Senior Management will forward their recommendation to the Managing Director/Chief Executive Officer.

(f) With the concurrence of the Managing Director/Chief Executive Officer, the recommendation will be submitted to the ARC.

(g) The ARC will review the recommendation and report the same to the Board of Directors for its approval.

(h) There is no specific threshold for approval of RRPTs within UEM Edgenta Group. All RRPTs are reviewed and authorised by the Senior Management and the Managing Director/Chief Executive Officer of the Company, provided always that such personnel has no interest in the transaction and the said transaction has been approved pursuant to the shareholders' mandate obtained at a general meeting for RRPTs.

(i) A register will be maintained by the Company to record all RRPTs.

(j) The annual internal audit plan shall incorporate a review of all RRPTs as described in the Proposed Mandate to ensure that the relevant approvals have been obtained and the review procedures in respect of such transactions are adhered to.

(k) The ARC shall review the internal audit reports to ascertain that the guidelines and procedures established to monitor RRPTs have been complied with and the review may be done together with the review of the quarterly results.

(l) The Board and the ARC have reviewed and shall continue to review the adequacy and appropriateness of the procedures as and when required, with the authority to sub-delegate to individuals or committees within the Company as they deem appropriate.

(m) If a member of the Board or the ARC has an interest in a transaction to be reviewed by the Board or the ARC as the case may be, he or she will abstain from any deliberation and decision making by the Board or the ARC as the case may be, in respect of such transaction and continue to abstain from voting on the resolution approving the transaction.

2.8 Statement by the ARC

The ARC has reviewed the procedures on RRPTs mentioned in Section 2.7 above and is of the view that the stipulated procedures and processes are sufficient to ensure that the RRPTs will be carried out on normal commercial terms which are not prejudicial to the interest of shareholders and on terms not more favourable to the Related Party than those generally available to the public and are not to the detriment of the minority shareholders of the Company.

The UEM Edgenta Group has in place adequate procedures and processes to monitor, track and identify RRPTs in a timely and orderly manner, and such procedures and processes are reviewed as and when required.

3. RATIONALE AND BENEFITS OF THE PROPOSED MANDATE

The RRPTs covered under the Proposed Mandate are to meet the business needs of the UEM Edgenta Group. Some of the RRPTs provide the UEM Edgenta Group the support for its operational and business needs and further enhances its ability to explore business opportunities within the UEM Edgenta Group. In some instances, the relationship and co-operation between the UEM Edgenta Group and the Related Parties facilitate better communication and understanding of the UEM Edgenta Group's business needs.

The RRPTs covered by the Proposed Mandate are all entered, to be entered or may be entered into by the UEM Edgenta Group in the ordinary course of business. They are recurring transactions of a revenue or trading nature which are necessary for its day-to-day operations and are/will be in the ordinary course of business of the UEM Edgenta Group which are likely to recur with some degree of frequency and arise at any time and from time to time and are to be made on an arm's length basis and on normal commercial terms which are not prejudicial to the interests of the shareholders.

These transactions may be constrained by the time-sensitive nature and it may be impractical to seek shareholders' approval on a case-by-case basis for each such Related Party Transaction.

The procurement of the Proposed Mandate on an annual basis would eliminate the need to convene separate general meetings from time to time to seek shareholders' approval as and when potential RRPTs arise, thereby substantially reducing administrative time and expenses in convening such meetings, without compromising the corporate objectives or adversely affecting the business opportunities available to the UEM Edgenta Group.

4. EFFECTS OF THE PROPOSED MANDATE

The Proposed Mandate is not expected to have any effect on the issued and paid-up share capital and substantial shareholders' shareholdings of the Company and are not expected to have any material effect on the net assets and earnings of the UEM Edgenta Group for the financial year ending 31 December 2019.

However, the Proposed Mandate is in relation to transactions which are of a revenue or trading nature and which form an integral part of the UEM Edgenta Group's day-to-day operations and hence, they contribute to the Company's financial performance.

5. CONDITION OF THE PROPOSED MANDATE

The Proposed Mandate is subject to and conditional upon the approval of the shareholders of the Company at the forthcoming AGM of the Company.

6. INTERESTS OF DIRECTORS AND MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

Details of the direct and indirect shareholdings of our interested Directors, interested Major Shareholders and/or interested Persons Connected to them in relation to the Proposed Mandate are set out in Appendix III of this Circular. All information in relation to the equity interests, both direct and/or indirect, as stated in Appendix III of this Circular of each of our interested Directors and Major Shareholders are extracted from the Register of Directors and Register of Substantial Shareholders of the Company respectively as at the LPD. Save as disclosed in Appendix III of this Circular, there are no Directors, Major Shareholders and/or Persons Connected to them who have any interests, direct and/or indirect, in the Proposed Mandate.

Our interested Directors in relation to the Proposed Mandate, as set out in Appendix I and III of this Circular, have abstained and will continue to abstain from deliberating and voting in respect of the relevant RRPTs under the Proposed Mandate involving their interests and/or interests of Persons Connected to them, at our relevant Board meetings. In addition, our interested Directors will abstain from voting in respect of their direct and/or indirect shareholdings in the Company at the forthcoming AGM of the Company on the relevant resolutions to approve RRPTs involving their interests and/or interests of Persons Connected to them.

Our interested Major Shareholders in relation to the Proposed Mandate, as set out in Appendix I and III of this Circular, will abstain from voting in respect of their direct and/or indirect shareholdings in the Company at the forthcoming AGM of the Company on the relevant resolutions to approve RRPTs involving their interests and/or interests of Persons Connected to them.

Further, our interested Directors and interested Major Shareholders have undertaken to ensure that Persons Connected to them will abstain from voting in respect of their direct and/or indirect shareholdings in the Company on the relevant resolutions in respect of the Proposed Mandate at the forthcoming AGM of the Company, in which they and/or Persons Connected to them have interests.

7. DIRECTORS' RECOMMENDATION

The Board (save for the interested Directors), having considered all aspects of the Proposed Mandate, is of the opinion that the Proposed Mandate is in the best interests of the Company. Accordingly, the Board (save for the interested Directors) recommends that you vote in favour of the resolutions pertaining to the Proposed Mandate to be tabled at the forthcoming AGM of the Company.

All Directors are deemed interested in the RRPT listed under item 18 in Part A of Appendix I as the transacting Related Parties cannot be ascertained as at the date of this Circular. The Directors have abstained from forming an opinion on the RRPT and in making any recommendation in respect thereof. The Directors will abstain and have undertaken to ensure that Persons Connected to them will abstain from voting in respect of their direct and/or indirect shareholdings in the Company at the forthcoming AGM of the Company, in respect of item 18 in Part A of Appendix I.

8. AGM

The 56th AGM of the Company, the notice of which is set out in the Annual Report 2018 of the Company, will be held at the Banquet Hall, Menara Korporat, Persada PLUS, Persimpangan Bertingkat Subang, KM15, Lebuhraya Baru Lembah Klang, 47301 Petaling Jaya, Selangor Darul Ehsan on Wednesday, 15 May 2019 at 10.00 a.m. for the purpose of considering and if thought fit, passing the resolutions to give effect to the Proposed Mandate.

If you are unable to attend and vote in person at the 56th AGM of the Company, you are requested to complete, sign and return the Proxy Form enclosed in the Annual Report 2018 of the Company in accordance with the instructions contained therein as soon as possible and in any event to arrive at the office of the Company's share registrar, Boardroom Share Registrars Sdn Bhd (formerly known as Symphony Share Registrars Sdn Bhd) at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan not less than forty-eight (48) hours before the time set for the 56th AGM of the Company or any adjournment thereof.

However, the lodging of the Proxy Form will not preclude you from attending and voting in person at the 56th AGM of the Company should you subsequently wish to do so.

9. FURTHER INFORMATION

Shareholders are requested to refer to the relevant appendices contained in this Circular for further information.

Yours faithfully
For and on behalf of the Board of
UEM EDGENTA BERHAD

Robert Tan Bun Poo
Independent Non-Executive Director

NATURE OF THE RRPTS

(PART A) RRPT UNDER THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
1.	UEM Edgenta Group	UEMG Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and UEMG. Dato' Noorazman Abd Aziz does not have any equity interest in UEMG.	Provision of Directors and staff training and development by UEMG Group.[(a)]	2,200	685	2,200
					Provision of administrative and audit and tax services by UEMG Group.[(a)]	4,000	3,907	6,000
					Rental of office space in Tower 1, Avenue 7, Bangsar South and ancillary facilities from UEMG Group.[(b)^]	8,700	6,960	10,000
					Rental of archive store at Taman Desa and ancillary facilities from UEMG Group.[(b)^^]	85	81	400
					Rental of meeting rooms in Tower 1, Avenue 7, Bangsar South ancillary facilities from UEMG Group.[(b)^^^]	180	1	180

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
	UEM Edgenta Group (cont'd)	UEMG Group			Provision of services to UEMG as follows: (i) proposed provision of vehicle screening services for projects developed; (ii) design and project management fees for projects; (iii) provision for soil investigation, instrumentation, material testing, environmental and pavement condition assessment works for rail projects; and/or (iv) provision of energy management services.	257,250	22,010	56,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
2.	UEM Edgenta Group	PLUS Malaysia Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. PLUS Malaysia is a 51% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and PLUS Malaysia. Dato' Noorazman Abd Aziz does not have any equity interest in PLUS Malaysia.	Provision of facilities maintenance services to PLUS Malaysia Group.[a][c]	6,000	3,105	6,000
					Provision of highway operations and maintenance services through Performance Based Contract ("**PBC**") concept to PLUS Malaysia Group.	810,000	(f)	818,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
3.	UEM Edgenta Group	UEM Sunrise Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. UEM Sunrise is a 66.06% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and UEM Sunrise. Dato' Noorazman Abd Aziz does not have any equity interest in UEM Sunrise.	Provision of facilities maintenance services to UEM Sunrise Group.[a][c]	18,000	5,656	5,000
					Provision of integrated facilities management and estate management services by UEM Edgenta Group to UEM Sunrise Group.[a]	35,000	14,067	15,500
					Provision of services to UEM Sunrise Group as follows: (i) pavement, mechanical, electrical and electronic ("**MEE**") works, utilities relocation and traffic management works; (ii) project management consultancy services for commercial development; (iii) proposed soil investigation works, instrumentation, material testing, environmental services and pavement works for projects development; (iv) provision of energy management services; and/or (v) provision of Strata and Building Facilities Management software - User License Fee.	54,920	55	48,700

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
4.	UEM Edgenta Group	TARH	Major Shareholders Khazanah and UEMG Directors None Persons Connected Amir Hamzah Azizan[(k)], Dato' Noorazman Abd Aziz[(j)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. TARH is a wholly-owned subsidiary of Khazanah.	Provision of consultancy and township management services which includes integrated facilities management (mechanical and electrical ("**M&E**"), housekeeping, security, estate management, safety & health) and community management to TARH.	1,000	(f)	500
					Provision of services to TARH as follows: (i) pavement, MEE works, utilities relocation and traffic management works; (ii) proposed soil investigation works, instrumentation, material testing, environmental services for hotels and resorts; and/or (iii) buildings and facilities audit exercise at Desaru Adventure Water Park.	15,900	(f)	15,500

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
5.	UEM Edgenta Group	UEM Sunrise Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. UEM Sunrise is a 66.06% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and UEM Sunrise. Dato' Noorazman Abd Aziz does not have any equity interest in UEM Sunrise.	Rental of office space in Imperia Tower, Iskandar Puteri, Johor from UEM Sunrise Group.^^^^^	600	401	500
6.	UEM Edgenta Group	CIMA	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. CIMA is a wholly-owned subsidiary of UEMG.	Provision of energy management services through Energy Performance Contract at various locations to CIMA.[(h)]	6,400	(f)	20,800

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
7.	UEM Edgenta Group	MAHB	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. MAHB is a 33.21% associated company of Khazanah.	Provision of energy management services through energy performance contract to MAHB. [(h)]	5,000	(f)	5,000
8.	UEM Edgenta Group	First Impact	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. First Impact is a wholly-owned subsidiary of UEMG.	Provision of asset management services for office buildings of First Impact. [(i)]	12,000	10,025	28,100
9.	UEM Edgenta Group	TM Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. TM is a 26.21% associated company of Khazanah.	Provision of services to TM Group as follows: (i) facilities maintenance services and energy management services[(c)(h)]; (ii) pavement, civil, MEE works, utilities relocation works and traffic management services; and/or (iii) infrastructure maintenance of telecommunications network.	67,000	(f)	42,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
10.	UEM Edgenta Group	MAHB Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. MAHB is a 33.21% associated company of Khazanah.	Provision of services to MAHB Group as follows: (i) pavement, civil, MEE works, utilities relocation works and traffic management services; and/or (ii) proposed soil investigation works, instrumentation, material testing, environmental services and pavement works for airports.	18,000	585	33,000
11.	UEM Edgenta Group	TNB Group	Major Shareholders Khazanah and UEMG Directors Amir Hamzah Azizan and Juniwati Rahmat Hussin Persons Connected Dato' Noorazman Abd Aziz[(j)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. TNB is a 28.76% associated company of Khazanah. Amir Hamzah Azizan and Juniwati Rahmat Hussin are Directors of UEM Edgenta and TNB. Amir Hamzah Azizan and Juniwati Rahmat Hussin do not have any equity interest in TNB.	Provision of services to TNB Group as follows: (i) project management consultancy services for office building; (ii) provision of pavement, MEE works, utilities relocation and traffic management works; (iii) proposed soil investigation works, instrumentation, material testing, environmental services; and/or (iv) provision of integrated facilities management and energy services for TNB Buildings.	43,740	(f)	25,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
12.	UEM Edgenta Group	Borneo Highway PDP Sdn Bhd	<u>Major Shareholders</u> Khazanah and UEMG <u>Directors</u> None <u>Persons Connected</u> UEM MMC Joint Venture Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Borneo Highway PDP Sdn Bhd is a 40% associated company of UEM MMC Joint Venture Sdn Bhd, which in turn is a 50% joint venture of UEMG.	Provision of services to Borneo Highway PDP Sdn Bhd as follows: (i) pavement, MEE works, utilities relocation and traffic management works; (ii) payment of project management fees for highway project; and/or (iii) proposed soil investigation works, instrumentation, material testing, environmental services and pavement works.	93,000	9,295	85,000
13.	UEM Edgenta Group	Cenviro Group	<u>Major Shareholders</u> Khazanah and UEMG <u>Directors</u> None <u>Persons Connected</u> Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Cenviro is a wholly-owned subsidiary of Khazanah.	Provision of services to Cenviro Group as follows: (i) provision of office services; and/or (ii) proposed soil investigation works, instrumentation, material testing, environmental services.	270	41	200

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
14.	UEM Edgenta Group	Axiata Group Berhad and its subsidiaries	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Axiata Group Berhad is 37.16% associated company of Khazanah.	Provision of integrated facilities management and energy services to Axiata Group Berhad.	12,000	(f)	12,000
15.	UEM Edgenta Group	Konsortium Prohawk Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Konsortium Prohawk Sdn Bhd is a 65% subsidiary of UEMG.	Provision of management, operations and maintenance of parking facilities, café, medical hotel and retail business at Women & Children Hospital (WACH) to Konsortium Prohawk Sdn Bhd.	7,000	(f)	7,000
16.	UEM Edgenta Group	Putrajaya Holdings	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Putrajaya Holdings is a 15.59% associated company of Khazanah.	Provision of services to Putrajaya Holdings as follows: (i) Proposed soil investigation works, instrumentation, material testing, environmental services, pavement works for projects; and/or (ii) provision of integrated facilities management and estate management.	5,600	(f)	5,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
17.	UEM Edgenta Group	PT Lintas Marga Sedaya ("**PT Lintas**")	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected PLUS Expressways International Berhad ("**PEIB**"), Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. PT Lintas is a 55% subsidiary of PEIB, which in turn is a wholly-owned subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and PT Lintas. Dato' Noorazman Abd Aziz does not have any equity interest in PT Lintas.	Provision of maintenance services for highway to PT Lintas.	80,000	(f)	145,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
18.	UEM Edgenta Group's property development companies	Any Related Party who may wish to purchase properties developed by UEM Edgenta Group's property development companies	Major Shareholders Khazanah and UEMG Directors Amir Hamzah Azizan, Dato' Azmir Merican, Dato' Noorazman Abd Aziz, Robert Tan Bun Poo, Dr. Saman @ Saimy Ismail, Elakumari Kantilal, Juniwati Rahmat Hussin, Dato' George Stewart LaBrooy, Emily Kok and Rowina Ghazali Seth Persons Connected None	All Directors and Major Shareholders of UEM Edgenta are interested in this transaction. All Directors of UEM Edgenta do not have any direct and/or indirect shareholding in UEM Edgenta, save for Amir Hamzah Azizan and Dato' Azmir Merican as disclosed in Appendix III. All Directors and Major Shareholders of UEM Edgenta will abstain and ensure that all Persons Connected to them will abstain from voting on the relevant resolution. Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG.	Sale of property units by UEM Edgenta Group's property development companies.[(e)]	7,000	(f)	7,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
19.	EHM	Konsortium Prohawk Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EHM is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Konsortium Prohawk Sdn Bhd is a 65% subsidiary of UEMG.	Provision of asset management services for Women & Children Hospital (WACH) to Konsortium Prohawk Sdn Bhd.[(i)]	28,000	9,995	(d)
20.	EMS	Cenviro Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EMS is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Kualiti Alam is a wholly-owned subsidiary of Cenviro, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of healthcare waste management services by Kualiti Alam.	4,000	1,623	4,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
21.	EMS Group	SMS Likas	Major Shareholders None Directors Zohari Mahur Persons Connected SMS Likas	FLS Sabah is a 60% subsidiary of EMS, which in turn is a wholly-owned subsidiary of UEM Edgenta. SMS Likas holds 40% of the equity interest in FLS Sabah. Zohari Mahur is a Director of SMS Likas and FLS Sabah. Zohari Mahur has a 58.33% equity interest in SMS Likas.	Provision of linen processing involving washing, drying and folding of linen, linen transportation involving transportation of linen from the plant to hospitals and vice versa, and manpower supply by SMS Likas.[(a)]	5,000	3,581	5,000
22.	EFSB Group	Symphony Hills Sdn Bhd ("**Symphony Hills**")	Major Shareholders Khazanah and UEMG Directors None Persons Connected Bandar Nusajaya Development Sdn Bhd, UEM Land, UEM Sunrise, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Symphony Hills is a wholly-owned subsidiary of Bandar Nusajaya Development Sdn Bhd, which in turn is a wholly-owned subsidiary of UEM Land, which in turn is a wholly-owned subsidiary of UEM Sunrise, which in turn is a 66.06% subsidiary of UEMG.	Provision of cleaning services at sales gallery, office and unit show houses for Symphony Hills.	700	307	500

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
23.	EFSB Group	Setia Haruman Sdn Bhd ("**Setia Haruman**")	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM Land, UEM Sunrise, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Setia Haruman is a 25% associated company of UEM Land, which in turn is a wholly-owned subsidiary of UEM Sunrise, which in turn is a 66.06% subsidiary of UEMG.	Provision of facilities maintenance services to Setia Haruman.	8,000	6,651	8,000
					Rental payable on a monthly basis by EFSB Group to Setia Haruman for office space.[(b)^^^^]	100	64	100
24.	EFSB Group	UEM Builders	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Builders is a wholly-owned subsidiary of UEMG.	Provision of cleaning services, and M&E maintenance to UEM Builders.	400	176	400

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
25.	EFSB Group	UEMG	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[j], Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG.	Provision of cleaning and landscaping services for UEM Learning to UEMG.	200	151	250
26.	EFSB Group	Teras Teknologi Sdn Bhd ("**TERAS**")	Major Shareholders Khazanah and UEMG Directors None Persons Connected PLUS Malaysia, Dato' Noorazman Abd Aziz[j], Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. TERAS is a wholly-owned subsidiary of PLUS Malaysia, which in turn is a 51% subsidiary of UEMG.	Provision of cleaning services to TERAS warehouse.	100	60	100
27.	EFSB Group	UEM Sunrise	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[j], Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Sunrise is a 66.06% subsidiary of UEMG.	Provision of facilities management services for office buildings of UEM Sunrise.	100	15	100

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
28.	EFSB Group	CIMB Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. CIMB is a 27.27% associated company of Khazanah.	Provision of facilities maintenance services to CIMB Group.	35,000	12,291	50,000
29.	EFSB Group	Malaysian Bio-XCell Sdn Bhd ("**Bio-Xcell**")	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM Sunrise, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. EFSB is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Bio-XCell is a 40% joint venture company of UEM Sunrise, which in turn is a 66.06% subsidiary of UEMG.	Operation and maintenance for Central Utility Facility for Biotechnology Park to Bio-Xcell.	8,500	2,441	(d)
					Integrated facilities management services to Bio-Xcell.	1,500	1,294	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM@ RM'000
30.	Faber Sindoori	PCR Investments	Major Shareholders None Directors None Persons Connected Dr. P.C. Reddy and Apollo Sindoori Hotels Limited ("**ASHL**")	PCR Investments is the investment holding company of Dr. P.C. Reddy and his family members. Dr. P.C. Reddy and Persons Connected to him are major shareholders of ASHL with 64.68% equity interest. ASHL holds 49% of the equity interest in Faber Sindoori. Faber Sindoori is 51% owned by EFSB, which in turn is a wholly-owned subsidiary of UEM Edgenta.	Payment of licensee fee for the usage of the brand name "Sindoori" to PCR Investments.	2,000	1,423	(d)
31.	Edgenta PROPEL	UEM Construction	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM Builders, Dato' Noorazman Abd Aziz(j), Amir Hamzah Azizan(k) and Elakumari Kantilal(l)	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Construction is a wholly-owned subsidiary of UEM Builders, which in turn is a wholly-owned subsidiary of UEMG.	Upgrade works for Bayan Lepas Expressway for UEM Construction.	4,000	328	2,000
					Provision of fourth lane widening ("**FLW**") civil works, MEE works and street lighting and traffic management services to UEM Construction.	8,000	1,208	4,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
32.	Edgenta PROPEL	UEM Builders	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Builders is a wholly-owned subsidiary of UEMG.	Pavement, civil, MEE works, utilities relocation and traffic management works for UEM Builders.	5,000	(f)	5,000
33.	Edgenta PROPEL	UEMG	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG.	Payment of annual nomination fee to UEMG.[(g)]	15,000	9,167	15,000
					Pavement, civil, MEE works, utilities relocation and traffic management works for UEMG.	50,000	(f)	50,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
34.	Edgenta PROPEL	PLUS	Major Shareholders Khazanah and UEMG Directors None Persons Connected PLUS Malaysia, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PLUS is a wholly-owned subsidiary of PLUS Malaysia, which in turn is a 51% subsidiary of UEMG.	Provision of highway operations & maintenance services to PLUS.	60,000	47,527	(d)
					Annual pavement structural overlay ("**PSO**") works to PLUS.	180,000	109,769	(d)
					Provision of annual routine maintenance – civil and MEE works to PLUS.	260,000	241,256	(d)
					Annual work orders – civil works commissioned by PLUS.	140,000	91,857	(d)
					Annual work orders – pavement works commissioned by PLUS.	280,000	205,639	(d)
					Repair and replacement works by PLUS.	50,000	15,469	(d)
					Other works secured via tender from PLUS.	165,000	9,378	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
35.	Edgenta PROPEL	TT dotCom Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected TdC, PKV, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. TT dotCom Sdn Bhd is a wholly-owned subsidiary of TdC. TdC is a 11.19% associated company of Khazanah. TdC is a 30.35% associated company of PKV, which in turn is a 30.0% associated company of Khazanah.	Provision of fiber optic maintenance on highway by TT dotCom Sdn Bhd.	2,500	1,200	(d)
36.	Edgenta PROPEL	PT Lintas	Major Shareholders Khazanah and UEMG Directors None Persons Connected PEIB, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PT Lintas is a 55% subsidiary of PEIB, which in turn is a wholly-owned subsidiary of UEMG.	Provision of maintenance services for highway to PT Lintas.	50,000	29,690	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
37.	Edgenta PROPEL	TERAS	Major Shareholders Khazanah and UEMG Directors None Persons Connected PLUS Malaysia, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. TERAS is a wholly-owned subsidiary of PLUS Malaysia, which in turn is a 51% subsidiary of UEMG.	Provision of FLW utilities and services to TERAS.	2,200	(f)	(d)
					Provision of MEE works by TERAS to Edgenta PROPEL.	2,000	(f)	(d)
38.	Edgenta PROPEL	PT Karabha Gryamandiri – PT Nusa Raya Cipta Consortium	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM Construction, UEM Builders, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PT Karabha Gryamandiri is a 55% subsidiary of UEM Construction, which in turn is a wholly-owned subsidiary of UEM Builders, which in turn is a wholly-owned subsidiary of UEMG.	Contract awarded by PT Karabha Gryamandiri – PT Nusa Raya Cipta Consortium for highway pavement works.	1,000	(f)	1,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
39.	Edgenta PROPEL	Kualiti Alam	Major Shareholders Khazanah and UEMG Directors None Persons Connected Cenviro, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Kualiti Alam is a wholly-owned subsidiary of Cenviro, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of waste collection services by Kualiti Alam.	1,000	641	(d)
40.	Edgenta PROPEL	Kuad	Major Shareholders Khazanah and UEMG Directors None Persons Connected CIMA, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Kuad is a 70% subsidiary of CIMA, which in turn is a wholly-owned subsidiary of UEMG.	Purchase of material and provision of pavement works from Kuad.	35,000	6,430	(d)

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41.	Edgenta PROPEL	Kuari Pati	Major Shareholders Khazanah and UEMG Directors None Persons Connected CIMA, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Kuari Pati is a wholly-owned subsidiary of CIMA, which in turn is a wholly-owned subsidiary of UEMG.	Purchases of materials for pavement works from Kuari Pati.	50,000	3,636	(d)
42.	Edgenta PROPEL	UEMB-MRCB JV Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta PROPEL is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEMB-MRCB JV Sdn Bhd is a 51% subsidiary of UEM Builders, which in turn is a wholly-owned subsidiary of UEMG.	Provision of additional works in relation to road safety on FLW project to UEM Builders-MRCB JV Sdn Bhd.	5,000	(f)	(d)

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43.	Edgenta EMT	PLUS Malaysia Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PLUS Malaysia is a 51% subsidiary of UEMG.	Provision of maintenance services of the real time monitoring system to PLUS Malaysia Group.	600	644	1,000
					Soil investigation works for upgrading of existing and new facilities for PLUS Malaysia Group.	1,200	(f)	1,200
44.	Edgenta EMT	UEM Builders	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Builders is a wholly-owned subsidiary of UEMG.	Proposed soil investigation works, instrumentation, material testing, environmental services and pavement works for UEM Builders by Edgenta EMT.	1,200	(f)	1,200

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
45.	Edgenta EMT	UEM Construction	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM Builders, Dato' Noorazman Abd Aziz[j], Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. UEM Construction is a wholly-owned subsidiary of UEM Builders, which in turn is a wholly-owned subsidiary of UEMG.	Instrumentation works for Mass Rapid Transit projects for UEM Construction.	240	(f)	(d)
					FLW works for roadway from Shah Alam to Sungai Buloh by UEM Construction.	120	(f)	(d)
46.	Edgenta EMT	PLUS Malaysia	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[j], Amir Hamzah Azizan[k] and Elakumari Kantilal[l]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PLUS Malaysia is a 51% subsidiary of UEMG.	Proposed slope rehab works for soil investigation to PLUS Malaysia.	2,400	(f)	2,400
					Proposed bridge structure, instrumentation and soil investigation works for development of expressway to PLUS Malaysia.	3,800	(f)	3,800

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47.	Edgenta EMT	UEMG	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG.	Soil investigation project for Paroi-Senawang-KLIA-Salak Tinggi (SKLIA) project for UEMG.	3,600	(f)	3,600
48.	Edgenta EMT	CIMA Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta EMT is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. CIMA is a wholly-owned subsidiary of UEMG.	Proposed soil investigation works, instrumentation, material testing, environmental services and pavement works for CIMA Group of Companies by Edgenta EMT.	600	(f)	600

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
49.	OIM	PLUS Malaysia Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PLUS Malaysia is a 51% subsidiary of UEMG.	Provision of maintenance management & technical services for highways and bridges to PLUS Malaysia Group.	39,400	11,218	(d)
					Payment of project management fee for roadway projects by PLUS Malaysia Group.	2,000	852	(d)
					Development of expressway by PLUS Malaysia Group.	19,000	340	(d)
					Payment of proposed network maintenance fees for expressway by PLUS Malaysia Group.	4,600	1,240	(d)
50.	OIM	PT Lintas	Major Shareholders Khazanah and UEMG Directors None Persons Connected PEIB, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. PT Lintas is a 55% subsidiary of PEIB which in turn is a wholly-owned subsidiary of UEMG.	Provision of maintenance management & technical services for highways and bridges at Cikampek Palimanan highway by OIM to PT Lintas.	3,100	1,622	3,100

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51.	OIM	UEMG	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG.	Payment of project management fees for tender submissions by UEMG.	8,500	256	(d)
					Payment of project management fees for slope maintenance works of an expressway by OIM to UEMG.	11,500	5,187	(d)
					Design and project management fees by UEMG in relation to development of oversea projects by OIM to UEMG.	11,000	(f)	(d)
					Development of expressway by UEMG by OIM to UEMG.	12,000	(f)	(d)
					Project management fees for Feasibility Studies from UEMG.	2,000	18	(d)
52.	OIM	IHH Healthcare Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Pulau Memutik Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. IHH Healthcare is a 26.05% associated company of Pulau Memutik Ventures Sdn Bhd, which in turn is a wholly-owned subsidiary of Khazanah.	To provide project management and engineering consultancy services for development of hospitals to IHH Healthcare.	1,200	(f)	1,200

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53.	OIM	MAHB	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. MAHB is a 33.21% associated company of Khazanah.	To provide project management and engineering design consultancy services to Aeropolis and Staff Quarters project for MAHB.	4,000	(f)	4,000
54.	OIM	MIMSB	Major Shareholders Khazanah and UEMG Directors None Persons Connected Jasmine Acres Sdn Bhd, Iskandar Investment Berhad, Iskandar Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. MIMSB is a 60% subsidiary of Jasmine Acres Sdn Bhd, which in turn is a 33.3% associated company of Iskandar Investment Berhad and a 66.7% subsidiary of Iskandar Ventures Sdn Bhd. Iskandar Ventures Sdn Bhd is a wholly-owned subsidiary of Khazanah.	To provide asset management consultancy services to MIMSB.	1,200	(f)	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
55.	OIM	Putrajaya Holdings	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. OIM is a wholly-owned subsidiary of Opus, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Putrajaya Holdings is a 15.59% associated company of Khazanah.	To provide project management and engineering design consultancy for development of train transport system in Putrajaya to Putrajaya Holdings.	3,500	(f)	3,500

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
56.	Edgenta TMS	MIMSB Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Jasmine Acres Sdn Bhd, Iskandar Investment Berhad, Iskandar Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)], Elakumari Kantilal[(l)] and Dr. Tee Kim Siong[(m)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. Edgenta TMS is a 70% subsidiary of UEMSET, which in turn is a 70% subsidiary of ETMSSB, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. MIMSB is a 60% subsidiary of Jasmine Acres Sdn Bhd, which in turn is a 33.3% associated company of Iskandar Investment Berhad and a 66.7% subsidiary of Iskandar Ventures Sdn Bhd. Iskandar Ventures Sdn Bhd is a wholly-owned subsidiary of Khazanah. Dr. Tee Kim Siong is a Director of Edgenta TMS and Managing Director/Chief Executive Officer of MIMSB.	Provision of integrated facilities management and estate management services by Edgenta TMS to MIMSB Group.	11,000	3,266	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
57.	UEMS Malaysia	IMU Education Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected IMU Health Sdn Bhd, IHH Healthcare, Pulau Memutik Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEMS Malaysia is a wholly-owned subsidiary of UEMS, which in turn is a 97.46% subsidiary of Edgenta Singapore, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. IMU Education Sdn Bhd is a wholly-owned subsidiary of IMU Health Sdn Bhd, which in turn is a wholly-owned subsidiary of IHH Healthcare, which in turn is a 26.05% associated company of Pulau Memutik Ventures Sdn Bhd, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of facilities maintenance services to IMU.[(c)]	700	223	500

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
58.	UEMS Malaysia	Parkway Pantai Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Integrated Healthcare Holdings Limited, IHH Healthcare, Pulau Memutik Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEMS Malaysia is a wholly-owned subsidiary of UEMS, which in turn is a 97.46% subsidiary of Edgenta Singapore, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Parkway Pantai is a wholly-owned subsidiary of Integrated Healthcare Holdings Limited, which in turn is a wholly-owned subsidiary of IHH Healthcare, which in turn is a 26.05% associated company of Pulau Memutik Ventures Sdn Bhd, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of facilities maintenance services to Pantai Holdings Group at various Pantai hospitals.[(c)]	10,000	7,635	25,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
59.	UEMS Malaysia	Khazanah	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEMS Malaysia is a wholly-owned subsidiary of UEMS, which in turn is a 97.46% subsidiary of Edgenta Singapore, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG.	Provision of cleansing services at KLCC and KL Sentral to Khazanah.	400	306	500
60.	UEMS Solutions Pte Ltd	IHH Healthcare Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Pulau Memutik Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEMS Solutions Pte Ltd is a wholly-owned subsidiary of UEMS, which in turn is a 97.46% subsidiary of Edgenta Singapore, which in turn is a wholly-owned subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. IHH Healthcare is a 26.05% associated company of Pulau Memutik Ventures Sdn Bhd, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of housekeeping services at various IHH Healthcare Hospitals to IHH Healthcare.	15,080	1,186	4,500

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
61.	KFM	Malaysia Airlines Berhad	Major Shareholders Khazanah and UEMG Directors None Persons Connected Malaysia Aviation Group Berhad, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. KFM is a 80% subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Malaysia Airlines Berhad is a wholly-owned subsidiary of Malaysia Aviation Group Berhad, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of facilities management services to Malaysia Airlines Berhad.	19,250	7,890	(d)
					Undertake latent defect findings at Malaysia Airlines Berhad for Southern Support Zone and KJ (BCA) by KFM to Malaysia Airlines Berhad.	3,500	1,683	(d)
62.	KFM	MIMSB Group	Major Shareholders Khazanah and UEMG Directors None Persons Connected Jasmine Acres Sdn Bhd, Iskandar Investment Berhad, Iskandar Ventures Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. KFM is a 80% subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. MIMSB is a 60% subsidiary of Jasmine Acres Sdn Bhd, which in turn is a 33.3% associated company of Iskandar Investment Berhad and a 66.7% subsidiary of Iskandar Ventures Sdn Bhd. Iskandar Ventures Sdn Bhd is a wholly-owned subsidiary of Khazanah.	Installation and commissioning of Building Management System (BMS) and Heating, Ventilation and Air-Conditioning (HVAC) System by KFM to MIMSB.	15,000	(f)	(d)

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
63.	KFM Energy	Cenviro	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. KFM Energy is a wholly-owned subsidiary of KFM, which in turn is a 80% subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Cenviro is a wholly-owned subsidiary of Khazanah.	Consultancy for design assessment for submission to Green Building Index for Cenviro.	25	(f)	25
64.	KFM Energy	Silterra Malaysia	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. KFM Energy is a wholly-owned subsidiary of KFM, which in turn is a 80% subsidiary of UEM Edgenta, which in turn is a 69.14% subsidiary of UEMG. Silterra Malaysia is a wholly-owned subsidiary of Khazanah.	Engineering, procurement, installation and commissioning for chillers to Silterra Malaysia.	1,000	762	1,000
					Provision of Energy Efficiency, Energy and Plant Monitoring services by KFM Energy to Silterra Malaysia.	10,000	(f)	10,000

Item	Company in UEM Edgenta Group involved	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value as disclosed in the circular to shareholders dated 11 April 2018 RM'000	Actual value transacted since 10 May 2018 to LPD RM'000	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
65.	ETMSSB	Edgenta TMS	Major Shareholders Khazanah and UEMG Directors None Persons Connected Iskandar Ventures Sdn Bhd, Iskandar Investment Berhad, Jasmine Acres Sdn Bhd, MIMSB, Township Management Services Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. ETMSSB is a wholly-owned subsidiary of UEM Edgenta. Edgenta TMS is a 70% subsidiary of UEMSET, which in turn is a 70% subsidiary of ETMSSB. Edgenta TMS is a 30% associated company of Township Management Services Sdn Bhd, which in turn is a wholly-owned subsidiary of MIMSB, which in turn is a 60% subsidiary of Jasmine Acres Sdn Bhd, which in turn is a 33.3% associated company of Iskandar Investment Berhad and a 66.7% subsidiary of Iskandar Ventures Sdn Bhd. Iskandar Ventures Sdn Bhd is a wholly-owned subsidiary of Khazanah.	Provision of services to Edgenta TMS by ETMSSB as follows: (i) Provision of professional services and technical support for the implementation of the Strata and Building Management Software - Urbanise user license fee - Implementation of software system (ii) Management and advisory services	1,350	1,033	(d)

(PART B) RRPT UNDER THE PROPOSED NEW SHAREHOLDERS' MANDATE

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
1.	UEM Edgenta Group	Malaysia Airlines Berhad	Major Shareholders Khazanah and UEMG Directors None Persons Connected Malaysia Aviation Group Berhad, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Malaysia Airlines Berhad is a wholly-owned subsidiary of Malaysia Aviation Group Berhad, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of cleansing services to Malaysia Airlines Berhad	9,000
2.	UEM Edgenta Group	Borneo Highway PDP Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected UEM MMC Joint Venture Sdn Bhd, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Borneo Highway PDP Sdn Bhd is a 40% associated company of UEM MMC Joint Venture Sdn Bhd, which in turn is a 50% joint venture company of UEMG.	Provision of Design and Consultancy Services for BHP	3,600

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
3.	UEM Edgenta Group	UEMG Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and UEMG. Dato' Noorazman Abd Aziz does not have any equity interest in UEMG.	Provision of design to UEMG Group, project management fees and consultancy fees from UEMG Group in relation to development of overseas projects.	11,000
4.	UEM Edgenta Group	PLUS Malaysia Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. PLUS Malaysia is a 51% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta, PLUS Malaysia Berhad and Projek Lebuhraya Usahasama Berhad. Dato' Noorazman Abd Aziz does not have any equity interest in PLUS Malaysia Berhad and Projek Lebuhraya Usahasama Berhad.	Provision of design, consultancy services, maintenance management & technical services to PLUS Malaysia Group; project management fees and development & proposed network maintenance fee from PLUS Malaysia Group.	69,600
					Provision of highway maintenance services to PLUS Malaysia Group.	1,033,000
					Provision of maintenance services of the real time monitoring system and soil investigation works for upgrading of existing and new facilities to PLUS Malaysia Group.	2,200

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
5.	UEM Edgenta Group	PT Lintas	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected PEIB, Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. PT Lintas is a 55% subsidiary of PEIB, which in turn is a wholly-owned subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and PT Lintas. Dato' Noorazman Abd Aziz does not have any equity interest in PT Lintas.	Project management services for new infra structure projects to PT Lintas.	8,000
6.	UEM Edgenta Group	TERAS	Major Shareholders Khazanah and UEMG Directors None Persons Connected PLUS Malaysia, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. TERAS is a wholly-owned subsidiary of PLUS Malaysia, which in turn is a 51% subsidiary of UEMG.	Provision of FLW utilities and services to TERAS.	2,000
					Provision of MEE works by TERAS to Edgenta PROPEL.	20,000

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
7.	UEM Edgenta Group	Kualiti Alam	Major Shareholders Khazanah and UEMG Directors None Persons Connected Cenviro, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Kualiti Alam is a wholly-owned subsidiary of Cenviro, which in turn is a wholly-owned subsidiary of Khazanah.	Provision of waste collection services by Kualiti Alam.	3,000
8.	UEM Edgenta Group	Kuad	Major Shareholders Khazanah and UEMG Directors None Persons Connected CIMA, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Kuad is a 70% subsidiary of CIMA, which in turn is a wholly-owned subsidiary of UEMG.	Purchase of material and provision of pavement works from Kuad.	35,000
9.	UEM Edgenta Group	Kuari Pati	Major Shareholders Khazanah and UEMG Directors None Persons Connected CIMA, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Kuari Pati is a wholly-owned subsidiary of CIMA, which in turn is a wholly-owned subsidiary of UEMG.	Purchases of materials for pavement works from Kuari Pati.	50,000

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
10.	UEM Edgenta Group	UEMG Group	Major Shareholders Khazanah and UEMG Directors Dato' Noorazman Abd Aziz Persons Connected Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Dato' Noorazman Abd Aziz is a Director of UEM Edgenta and UEMG. Dato' Noorazman Abd Aziz does not have any equity interest in UEMG.	Rental of training space at UEM Learning Centre, Petaling Jaya from UEMG Group [(b)^^^^^^]	900
					Payment of annual nomination fee to UEMG.[(g)]	15,000
11.	UEM Edgenta Group	Konsortium Prohawk Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. Konsortium Prohawk Sdn Bhd is a 65% subsidiary of UEMG.	Provision of asset management services for Women & Children Hospital (WACH) to Konsortium Prohawk Sdn Bhd.[(i)]	28,000

Item	Company in UEM Edgenta Group	Transacting Party	Interested Related Parties	Nature of relationship as at the LPD	Nature of transaction	Estimated value of transaction from 15 May 2019 to next AGM[@] RM'000
12.	UEM Edgenta Group	TT dotCom Sdn Bhd	Major Shareholders Khazanah and UEMG Directors None Persons Connected TdC, PKV, Dato' Noorazman Abd Aziz[(j)], Amir Hamzah Azizan[(k)] and Elakumari Kantilal[(l)]	Khazanah is the holding company of UEMG by virtue of its 100% interest in UEMG. UEM Edgenta is a 69.14% subsidiary of UEMG. TT dotCom Sdn Bhd is a wholly-owned subsidiary of TdC. TdC is a 11.19% associated company of Khazanah. TdC is a 30.35% associated company of PKV, which in turn is a 30.0% associated company of Khazanah.	Provision of fiber optic maintenance on highway by TT dotCom Sdn Bhd.	3,000

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Notes:

@ The estimated values of the RRPTs from the date of the 56^{th} AGM of the Company to the next AGM are based on historical records and/or management estimates. The estimated values may vary and are subject to changes.

(a) For these specific RRPTs, the Company seeks shareholders' mandate for transactions to be entered into between any company in the UEM Edgenta Group and the Transacting Party, as these are everyday transactions occurring from time to time and it is envisaged that each of the companies in the UEM Edgenta Group may from time to time transact with the relevant Transacting Party for such specified RRPTs.

(b) For these "Rental" RRPTs, the amounts payable are in respect of tenancy of premises for periods of not more than three (3) years each, for which the payments for tenancy are on the basis of equal pro-rated monthly instalments.

^ Description and area of the premises in Menara UEM, Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur are as follows:

Description of the premises at Menara UEM, Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur ("Menara UEM, Bangsar South")	**Area of the premises (square feet)**
Level 1, Menara UEM, Bangsar South	8,371
Level 2, Menara UEM, Bangsar South	8,371
Level 3, Menara UEM, Bangsar South	8,371
Level 3A, Menara UEM, Bangsar South	8,371
Level 5, Menara UEM, Bangsar South	8,371
Level 6, Menara UEM, Bangsar South	8,371
Level 7, Menara UEM, Bangsar South	8,371
Level 8, Menara UEM, Bangsar South	8,371
Level 10, Menara UEM, Bangsar South	8,371
Level 11, Menara UEM, Bangsar South	8,371
Level 12, Menara UEM, Bangsar South	3,964
Level 13, Menara UEM, Bangsar South	7,908
Level 13A, Menara UEM, Bangsar South	7,908
Level 15, Menara UEM, Bangsar South	7,908
Level 16, Menara UEM, Bangsar South	8,398
Level 17, Menara UEM, Bangsar South	8,398

^^ Description and area of the archive store in Taman Desa from UEMG Group are as follows:

Description of the archive store at Taman Desa, Jalan Kelang Lama, 58100 Kuala Lumpur	**Area of the archive store (square feet)**
Lot 17, Lot 11, Lot 13, Lot 15, G-2, Jalan 3/109E, Taman Desa Business Park, Taman Desa, Jalan Kelang Lama, 58100 Kuala Lumpur	14,960

^^^ Description and area of the meeting rooms in Menara UEM, Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur are as follows:

Description of the meeting rooms at Menara UEM, Bangsar South	**Area of the meeting rooms (square feet)**
Level 9, Menara UEM, Bangsar South	6,534
Level 12, Menara UEM, Bangsar South	3,897

^^^^ Description and area of the office space at Unit 2N, 2nd Floor, Block 2330, Century Square 1, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan is as follows:

Description of the office space at Unit 2N, 2nd Floor, Block 2330, Century Square 1, Jalan Usahawan, 63000 Cyberjaya, Selangor Darul Ehsan	**Area of the office space (square feet)**
Operation Office	1,189

^^^^^ Description and area of the office space at Imperia Tower, Iskandar Puteri, Johor is as follows:

Description of the office space at Imperia Tower, Iskandar Puteri, Johor	**Area of the office space (square feet)**
Operation office	5,782

^^^^^^ Description and area of the training space at UEM Learning Centre, 5A, Jalan 51/217, Off Jalan Templer, Petaling Jaya, 46050, Petaling Jaya, Selangor is as follows:

Description of the training space at UEM Learning Centre, Petaling Jaya	**Area of the office space (square feet)**
Training space	29,820

(c) Provision of facilities maintenance services includes facilities management and administration; building services (M&E), housekeeping management; security, safety and health management.

(d) Shareholders' approval for the renewal of RRPT pursuant to the Proposed Renewal of Shareholders' Mandate not being sought at the 56th AGM of the Company.

(e) These transactions relate to the possible sale, from time to time, by any of the subsidiaries of the Company that are involved in property development, of units of properties built or to be built by it as part of its normal principal business activity. It is not possible to ascertain the names and class of the Related Parties that may acquire, or may be interested in acquiring, any such properties. The Company's application to Bursa Securities to be permitted to seek this mandate pursuant to paragraph 4.3(a) of Bursa Securities' Practice Note 12/2001 was approved by Bursa Securities vide its letter of 14 April 2003, subject to the conditions that the mandate is limited to companies within UEM Edgenta Group that are involved in property development and provided that the transaction is a RRPT as defined under Bursa Securities' Practice Note 12/2001, and that none of the percentage ratios as defined under the Listing Requirements exceed 10%.

(f) No transaction was entered into in relation to the RRPT.

(g) Nomination fee paid to UEMG on assignment of rights of highway maintenance from UEMG to the Company.

(h) Provision of energy management services includes energy monitoring and energy savings program.

(i) Provision of asset management services includes facilities engineering maintenance services (FEMS), biomedical engineering maintenance services (BEMS), cleaning services (CLS), linen & laundry services (LLS), healthcare waste management services (HWMS) and asset replacement program (AMP).

(j) Dato' Noorazman Abd Aziz is a nominee from UEMG.

(k) Amir Hamzah Azizan is a nominee from UEMG.

(l) Elakumari Kantilal is a nominee from Khazanah.

(m) Dr. Tee Kim Siong is a nominee from Township Management Services Sdn Bhd.

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DETAILS OF THE OUTSTANDING RRPT RECEIVABLES

Item	Company in UEM Edgenta Group	Transacting Party	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2018 RM	Outstanding RRPT Receivables as at 31 December 2018 which exceed normal credit period of			
					1 year or less RM	More than 1 to 3 years RM	More than 3 to 5 years RM	More than 5 years RM
2	UEM Edgenta Group	PLUS Malaysia Group	Provision of facilities maintenance services to PLUS Malaysia Group.	557,508	557,508	-	-	-
3	UEM Edgenta Group	UEM Sunrise Group	Provision of facilities maintenance services to UEM Sunrise Group.	516,181	489,714	26,467	-	-
3	UEM Edgenta Group	UEM Sunrise Group	Provision of integrated facilities management and estate management services by UEM Edgenta Group to UEM Sunrise Group.	3,579,860	3,514,423	65,437	-	-
8	UEM Edgenta Group	First Impact	Provision of asset management services for office buildings of First Impact.	104,709	104,709	-	-	-
10	UEM Edgenta Group	MAHB Group	Provision of pavement, civil, MEE works, utilities relocation works and traffic management services; and/or proposed soil investigation works, instrumentation, material testing, environmental services and pavement works for airports to MAHB Group.	263,594	263,594	-	-	-

Item	Company in UEM Edgenta Group	Transacting Party	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2018 RM	Outstanding RRPT Receivables as at 31 December 2018 which exceed normal credit period of			
					1 year or less RM	More than 1 to 3 years RM	More than 3 to 5 years RM	More than 5 years RM
12	UEM Edgenta Group	Borneo Highway PDP Sdn Bhd	Provision of services for pavement, MEE works, utilities relocation and traffic management works; payment of project management fees for highway project; and/or proposed soil investigation works, instrumentation, material testing, environmental services and pavement works to Borneo Highway PDP Sdn Bhd.	17,569,167	4,585,834	12,983,333	-	-
22	EFSB Group	Symphony Hills	Provision of cleaning services at sales gallery, office and unit show houses for Symphony Hills.	376,806	96,750	280,056	-	-
23	EFSB Group	Setia Haruman	Provision of facilities maintenance services to Setia Haruman.	570,316	570,316	-	-	-
24	EFSB Group	UEM Builders	Provision of cleaning services, and M&E maintenance to UEM Builders.	82,653	49,913	32,740	-	-
25	EFSB Group	UEMG	Provision of cleaning and landscaping services for UEM Learning to UEMG.	64,920	64,920	-	-	-
27	EFSB Group	UEM Sunrise	Provision of facilities management services for office buildings of UEM Sunrise.	6,146	-	6,146	-	-

Item	Company in UEM Edgenta Group	Transacting Party	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2018 RM	Outstanding RRPT Receivables as at 31 December 2018 which exceed normal credit period of			
					1 year or less RM	More than 1 to 3 years RM	More than 3 to 5 years RM	More than 5 years RM
28	EFSB Group	CIMB Group	Provision of facilities maintenance services to CIMB Group.	1,666,362	1,666,362	-	-	-
29	EFSB Group	Bio-Xcell	Operation and maintenance for Central Utility Facility for Biotechnology Park to Bio-Xcell.	2,105,337	996,280	1,109,057	-	-
29	EFSB Group	Bio-Xcell	Integrated facilities management services to Bio-Xcell.	3,339,745	934,001	2,405,744	-	-
30	Faber Sindoori	PCR Investments	Payment of licensee fee for the usage of the brand name "Sindoori" to PCR Investments.	434,080	326,222	107,858	-	-
31	Edgenta PROPEL	UEM Construction	Provision of FLW civil works, MEE works and street lighting and traffic management services to UEM Construction.	1,689,563	-	1,398,305	291,258	-
34	Edgenta PROPEL	PLUS	Provision of highway operations & maintenance services, annual PSO works, provision of annual routine maintenance – civil and MEE works, annual work orders – civil works commissioned, annual work orders – pavement works commissioned, repair and replacement works and other works secured via tender from PLUS by Edgenta PROPEL.	5,201,527	4,108,654	1,092,873	-	-

Item	Company in UEM Edgenta Group	Transacting Party	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2018 RM	Outstanding RRPT Receivables as at 31 December 2018 which exceed normal credit period of			
					1 year or less RM	More than 1 to 3 years RM	More than 3 to 5 years RM	More than 5 years RM
35	Edgenta PROPEL	TT dotcom Sdn Bhd	Provision of fiber optic maintenance on highway by TT dotCom Sdn Bhd.	1,803	1,803	-	-	-
36	Edgenta PROPEL	PT Lintas	Provision of maintenance services for highway to PT Lintas.	4,093,044	4,093,044	-	-	-
45	Edgenta EMT	UEM Construction	Instrumentation works for Mass Rapid Transit projects, FLW works for roadway from Shah Alam to Sungai Buloh for UEM Construction.	76,041	504	75,537	-	-
49	OIM	PLUS Malaysia Group	Payment of project management fee for roadway projects by PLUS Malaysia Group.	1,406,041	-	1,406,041	-	-
49	OIM	PLUS Malaysia Group	Payment of proposed network maintenance fees for expressway by PLUS Malaysia Group.	53,000	53,000	-	-	-
51	OIM	UEMG	Payment of project management fees for tender submissions by UEMG.	666,269	108,728	557,541	-	-
51	OIM	UEMG	Payment of project management fees for slope maintenance works of an expressway by OIM to UEMG.	2,953,214	2,953,214	-	-	-

Item	Company in UEM Edgenta Group	Transacting Party	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2018 RM	Outstanding RRPT Receivables as at 31 December 2018 which exceed normal credit period of			
					1 year or less RM	More than 1 to 3 years RM	More than 3 to 5 years RM	More than 5 years RM
56	Edgenta TMS	MIMSB Group	Provision of integrated facilities management and estate management services by Edgenta TMS to MIMSB Group.	2,800,504	2,800,504	-	-	-
58	UEMS Malaysia	Parkway Pantai Group	Provision of facilities maintenance services to Pantai Holdings Group at various Pantai hospitals.	490,981	490,981	-	-	-
61	KFM	Malaysia Airlines Berhad	Provision of facilities management services to Malaysia Airlines Berhad.	191,561	128,706	62,855	-	-
65	ETMSSB	Edgenta TMS	Provision of professional services and technical support for the implementation of the Strata and Building Management Software, urbanise user license fee and implementation of software system by Edgenta Township Management to Edgenta TMS Sdn Bhd	347,625	178,875	168,750	-	-
Total Outstanding RRPT Receivables				**51,208,557**	**29,138,559**	**21,778,740**	**291,258**	**-**

DETAILS OF THE SHAREHOLDINGS OF THE DIRECTORS AND MAJOR SHAREHOLDERS IN THE COMPANY AND PERSONS CONNECTED TO THEM WHO ARE INTERESTED IN THE PROPOSED MANDATE

(a) Information on the interested Directors

According to the Register of Directors' Shareholdings as at the LPD, none of the interested Directors as stated in Part A and B of Appendix I have any shareholdings, direct and/or indirect, in the Company, save for the following:-

	Direct		Indirect	
Director	**No. of Shares**	**%**	**No. of Shares**	**%**
Amir Hamzah Azizan	75,000	0.009	-	-
Dato' Azmir Merican	130,000	0.016	-	-

(b) Information on the interested Major Shareholders of UEM Edgenta

According to the Register of Substantial Shareholders as at the LPD, the interested Major Shareholders' shareholdings, direct and indirect, in the Company are as follows:

	Direct		Indirect	
Major Shareholders	**No. of Shares**	**%**	**No. of Shares**	**%**
UEMG	574,967,925	69.14	-	-
Khazanah[(1)]	-	-	574,967,925	69.14

Note:

[(1)] *Deemed interested by virtue of its interest in UEMG pursuant to Section 8 of the Act.*

(c) Information on Persons Connected to the interested Directors

As at the LPD, none of the Persons Connected to the interested Directors of UEM Edgenta Group have any shareholdings, direct and/or indirect, in the Company.

(d) Information on Persons Connected to the interested Major Shareholders

As at the LPD, none of the Persons Connected to the interested Major Shareholders have any shareholdings, direct and/or indirect, in the Company.

ADDITIONAL INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Directors of the Company and they individually and collectively accept full responsibility for the accuracy of the information given in this Circular. The Directors of the Company confirm that, after having made all enquiries as were reasonable in the circumstances and to the best of their knowledge and belief, there is no other fact, the omission of which would make any statement herein misleading.

2. MATERIAL CONTRACTS

Save as disclosed below, as at the LPD, neither UEM Edgenta nor its subsidiaries have entered into any contract which is or may be material within the 2 years immediately preceding the date of this Circular, other than contracts entered into in the ordinary course of business:

(a) Lock-Up Agreement dated 14 August 2017 entered into between WSP Global Inc and the Company for the disposal of 61.2% equity interest in Opus International Consultants Limited. The disposal was completed on 4 December 2017.

3. MATERIAL LITIGATION

Save as disclosed below, as at the LPD, UEM Edgenta and its subsidiaries are not, as at the date hereof, engaged in any material litigation, claims or arbitration, either as plaintiff or defendant and the Directors of UEM Edgenta do not have any knowledge of any proceedings pending or threatened against UEM Edgenta and/or its subsidiaries and/or of any other facts likely to give rise to any proceedings which might materially and adversely affect the financial position or business of UEM Edgenta and/or its subsidiaries (as the case may be):-

3.1 Edgenta PROPEL

Parties : Edgenta PROPEL ("**Plaintiff**") and Hartajaya-Benteng Timur-AMR Jeli JV Sdn Bhd ("**HBTA**" or "**Defendant**") and Jabatan Kerja Raya ("**JKR**" or "**Third Party**")

Case Summary : Suit no: 22NCVC-385-03/2012
Date of commencement of suit: 23 March 2012

This is a legal suit initiated by the Plaintiff against HBTA in respect of work done in relation to the construction of a new road from the Seremban-Port Dickson Highway to FR5 (Exit 5) and pavement works from Pasir Panjang to Linggi, Negeri Sembilan.

Plaintiff's claims against HBTA are for the following:-

(i) the sum of RM16,117,148.72 being the unpaid certified amount by HBTA ("**Certified Amount**"); and

(ii) the sum of RM6,409,889.46 being the unpaid uncertified amount by HBTA ("**Uncertified Amount**").

HBTA initiated a third party proceedings against JKR for the same project.

HBTA's claims against JKR are for the following:-

(i) a declaration that the Third Party's notice of termination dated 9 May 2013 is null and void;

(ii) a declaration that the contract dated 24 January 2005 is still valid and in force;

(iii) an order that HBTA's representatives be reinstated at the project site to complete the works;

(iv) an order for specific performance;

(v) special damages amounting to RM80,572,171.55;

(vi) the sum of RM42,522,018.77 due and payable by JKR to HBTA; and

(vii) general damages.

Status : On 2 April 2015, a Consent Order was recorded between the Plaintiff and the Defendant wherein the Defendant agreed to pay the Plaintiff the sum of RM4,000,000.00 for work undertaken by the Plaintiff. The balance sums as claimed by the Plaintiff amounting to RM17,472,961.82 will be subject to assessment of damages which will be undertaken by the Registrar of the High Court. The Plaintiff is to only make a demand for payment of the sum of RM4,000,000 and damages for the balance sum of RM17,472,961.82 is only to be assessed after the conclusion of the trial between the Defendant and the Third Party. If the trial between the Defendant and the Third Party is not concluded within 12 months, then the Plaintiff is at liberty to make a demand for payment of the sum of RM4,000,000.00 immediately and the Plaintiff is also at liberty to proceed with the assessment of damages immediately. The Defendant is however at liberty to request for an extension of 12 months period or make such application for extension of time to court as deemed necessary.

The Plaintiff filed an application for the assessment of damages for the balance of RM17,472,961.82 and the matter was originally fixed for case management on 21 October 2015. However, due to the Defendant filing an application to strike out and/or stay the Plaintiff's application for assessment of damages thereafter (which was subsequently set aside by the Court), the filing of a fresh claim against the Third Party by the Defendant and appointment of Defendant's new solicitor on 23 January 2017, the assessment of damages proceedings between the Plaintiff and the Defendant were fixed on 7 and 8 March 2017.

The assessment of damages proceedings fixed on 7 and 8 March 2017 was thereafter postponed to 20 April 2017 for case management due to the demise of Plaintiff's witness pursuant to a traffic accident.

In the case management dated 20 April 2017, Plaintiff's solicitors informed the Court of the demise of its witness and that the replacement witness has been identified and assessment of damages proceedings were fixed on 22 and 23 June 2017.

On 25 May 2017 the Court vacated the dates on 22 and 23 June 2017 and fixed new hearing dates on 24 and 25 July 2017. The hearing proceeded on 24 July 2017 wherein the Plaintiff's witness was called to testify. However, the Defendant and its solicitors failed to attend Court without reason. The Court directed for parties to file its submissions. The Plaintiff filed its written submissions but the Defendant failed to do so. This case was further fixed for Case Management on 9 August 2017 but was later postponed to 23 August 2017.

The decision was delivered on 29 August 2017 whereby it was decided that the Defendant shall pay the Plaintiff RM17,472,961.82 with interest of 5% per annum calculated from 2 April 2015 until full realisation and costs of RM15,000.00 ("**Decision**"). A Sealed Order was obtained on 19 September 2017. On 8 November 2017, the Plaintiff's solicitors had issued a Notice Pursuant to Sections 465(1)(e) and 466(1)(a) of the Companies Act 2016 ("**Notice**") to demand for the payment of RM23,761,840.41 (being the amount due and payable from the Decision dated 29 August 2017 and interest calculated up to 8 November 2017) for Defendant to pay the said amount within twenty-one (21) days from the date of receipt of the said Notice, failing which the Plaintiff may initiate winding up proceedings against the Defendant accordingly.

On 22 November 2017 the Defendant filed a Notice Application together with an Affidavit in Support to set aside the assessment of damages Decision. On 19 December 2017 the Plaintiff filed its Affidavit in Reply. The Court directed for the Defendant to file its reply to the Plaintiff's Affidavit in Reply by 28 December 2017. A further case management was fixed on 4 January 2018.

On 4 January 2018 the Court directed the Defendant to file an Affidavit in Reply (by their previous solicitor) within 2 weeks from 4 January 2018 and a hearing was fixed on 12 February 2018.

On 12 February 2018, the parties submitted their respective written submissions to the Court and the Court scheduled the matter for Clarification/Decision on 15 March 2018. Defendant's solicitors informed the Court that the Defendant were in the midst of negotiating a settlement with JKR and hope that JKR will make some payments to the Defendant to enable them to settle the matter with the Plaintiff. The Court informed the parties to try and settle this matter before the Clarification/Decision date fixed on 15 March 2018.

In the Clarification/Decision fixed on 15 March 2018, the Court delivered its decision wherein the Defendant's application to set aside the assessment of damages Decision dated 29 August 2017 was dismissed with cost of RM5,000 to be made payable to the Plaintiff.

Meanwhile on 4 July 2018, the Plaintiff via its solicitor issued a Notice under S.465 of the Companies Act 2016 demanding for the payment of RM24,339,100.39 as at 4 July 2018 due and payable from HBTA to be made within 21 days from the date of the notice.

HBTA's solicitor issued a letter dated 9 July 2018 which was received by the Plaintiff's solicitor on 12 July 2018, requesting for the winding up action to be put in abeyance pending the conclusion of their appeal to the Court of Appeal against the High Court's decision of 15 March 2018 in dismissing HBTA's application to set aside the assessment of damages. Pursuant to the advice received from the Plaintiff's solicitors on 13 July 2018 and further internal discussions thereafter, the Plaintiff's has via its solicitor on 24 July 2018 counter proposed to HBTA for payment of all or part of the RM4,000,000.00 undisputed amount pursuant to the Consent Order dated 2 April 2015 if HBTA wishes for the winding up proceeding to be put in abeyance. 3 August 2018 was the deadline given to HBTA to respond, but the Plaintiff's solicitor only received a letter from HBTA's solicitor on 16 August 2018 proposing for a meeting to be fixed between the parties to discuss a possible settlement.

The parties met together with their respective solicitors on 13 September 2018 to discuss the possible settlement. HBTA informed the Plaintiff's representatives and solicitors that they are unable to pay any sum and are relying entirely on their claim against JKR. HBTA further suggested the Plaintiff to assist them in their case against JKR in order for them to obtain a decision against JKR to enable them to pay the Plaintiff.

In the Case Management of 19 September 2018, the Court of Appeal rescheduled the matter to 9 October 2018 pending the grounds of judgment from the Senior Assistant Registrar ("SAR") who had conducted the assessment of damages. The Court of Appeal will only proceed to schedule a hearing date upon receipt of the grounds of judgment from the SAR. The Case Management on 9 October 2018 was later postponed to 5 December 2018 as the grounds of judgment from the SAR has not been obtained. The Court of Appeal scheduled a further case management on 30 January 2019 and the hearing of the appeal was fixed on 7 March 2019.

On 19 October 2018, the Plaintiff's representatives, HBTA's representatives and both parties' solicitors had a further meeting to deliberate on the way forward in the event the Plaintiff proceeds to intervene in HBTA's suit against JKR. The Plaintiff indicated in the meeting that in any event, the proceeds payable to the Plaintiff shall not be less than the amount certified by HBTA for the works done and HBTA tentatively agreed to this.

A written opinion from the Plaintiff's solicitors was received on 15 November 2018 wherein based on the last meeting with HBTA, the solicitors were of the opinion that it is prudent for the Plaintiff to proceed as intervener in HBTA's suit against JKR (Kuala Lumpur High Court Civil Suit No.: 21C-2-06/2015) due to HBTA's poor financial status. By intervening in the said proceeding, the Plaintiff could at least secure its claim for the amount intended to be recouped by entering into an agreement with HBTA for the proceeds from the decision of the appeal against JKR.

On 14 December 2018, the Plaintiff filed an intervener application in the Kuala Lumpur High Court to be made as an intervener in JKR's assessment proceeding against HBTA ("Intervener Proceeding").

The Intervener Proceeding was later fixed for Case Management on 17 December 2018 and in that Case Management, the High Court had fixed the hearing date for this proceeding on 15 January 2019.

On the hearing date of 15 January 2019, the High Court dismissed the Plaintiff's application to intervene in the assessment of damages proceedings as it takes the view that the Plaintiff does not have a legal interest in the proceedings as it had already secured a judgment from another court. In this regard, the High Court takes the view that it is a better approach for the Plaintiff to proceed to wind up HBTA instead and for a liquidator to be appointed to manage the assets and liability of HBTA including the assessment of damages proceedings between HBTA and JKR.

The High Court however allowed the Plaintiff's solicitors to sit in during the assessment proceedings as a "Friend of the Court" in the event it could assist the High Court in any way. HBTA's solicitors further agreed to adduce both the Consent Judgment dated 2 April 2015 and the assessment of damages certificate dated 29 August 2017 in the assessment of damages proceedings between HBTA and JKR.

The High Court further exercised its discretion and ordered for each party to bear its own costs as the Plaintiff had also not been paid pursuant to the Consent Judgment obtained. HBTA's assessment of damages against JKR is now scheduled on 12 April 2019, 25 April 2019 and 26 April 2019.

On 7 March 2019, HBTA's appeal to the Court of Appeal was heard and the Court of Appeal allowed HBTA's appeal on condition that HBTA pays the sum of RM10,000,000 into Court or a stakeholder account within 14 days. The SAR's assessment of damages would then be set aside and a fresh assessment of damages is to be conducted by a High Court Judge.

In the event HBTA fails to pay the sum of RM10,000,000 into Court or a stakeholder account within 14 days, the SAR's assessment of damages will remain valid.

At the lapse of the 14 days, HBTA failed to deposit the sum of RM10,000,000 into Court or a stakeholder account.

HBTA had on 21 March 2019 filed a motion in the Court of Appeal for a stay of execution of the Order dated 7 March 2019 and another motion in the Federal Court for leave to appeal against the Court of Appeal's decision dated 7 March 2019 to the Federal Court.

The Court of Appeal has scheduled HBTA's motion for stay of execution on 25 July 2019.

HBTA's motion for leave to appeal to the Federal Court is fixed for case management on 22 April 2019.

Opinion : Plaintiff's solicitors are of the view that the Plaintiff's chances of recovering the sums payable by the Defendant for works undertaken by the Plaintiff will depend on whether the Defendant will be able to recover monies from the Third Party, JKR.

3.2 RMSB

Parties	:	RMSB and EK Integrated Construction Sdn Bhd **("EKICSB")**
Case Summary	:	Suit no: WA-22C-10-01/2017 Date of commencement of suit: 26 January 2017 RMSB had filed a Writ of Summons and Statement of Claims against EKICSB on 26 January 2017 pertaining to the breach of EKICSB's obligation as the main contractor for piling and building works for the development of Phase 3, mixed development of 191 units of 3 storey houses, which comprises of Section 1 with 111 units of 3 storey houses and Section 2 with 80 units of 3 storey houses at Lot H.S (D) 107003, PT 21706, Jalan Kepong, Mukim Batu, Daerah & Wilayah Persekutuan Kuala Lumpur ("**Project**") wherein upon completion of the construction works of the Project, severe cracks were discovered by RMSB and EKICSB had refused/neglected/defaulted in carrying out the required rectification works despite the numerous requests and reminders from RMSB. RMSB is claiming for the amount of RM10,954,030.06 (plus costs and interests thereon) to be paid by EKICSB for the losses and costs incurred by RMSB in carrying out the rectification works itself/by appointment of third parties.
Status	:	The first case management was fixed on 13 February 2017 whereby EKICSB's solicitors informed of its intention to apply for the stay of this court proceeding pending the conclusion of their arbitration proceeding against RMSB. EKICSB had initiated a separate arbitration proceeding against RMSB on 2 December 2016 for the outstanding amount of RM4,018,030.02 under the final account of the Project whereby the said proceeding is pending hearing. Pursuant to the above, the court had fixed another case management on 28 February 2017 for EKICSB to file in their stay application and for the Court to give further directions thereafter. In the hearing of the stay application on 21 April 2017 the Court gave its view that it has no discretion to grant an order to direct the dispute under this proceeding to be consolidated under Section 10(2) of the Arbitration Act 2005 with the ongoing arbitration claim initiated by EKICSB. The Court informed RMSB that it may file an application to the Court for a declaration that the disputes are to be consolidated and heard by a single and same arbitrator. On 8 June 2017, RMSB filed an application to the Court for a declaration that the disputes are to be consolidated and heard by a single and same arbitrator. The Court fixed the case management of this application on 13 July 2017. On 13 July 2017, EKICSB filed its affidavit in reply. Pursuant thereto, RMSB filed its affidavit in reply on 25 July 2017 as directed by the Court. The matter was then fixed for case management on 7 August 2017 and the hearing for the application was fixed on 15 August 2017.

On 15 August 2017 the Court allowed RMSB's application to transfer this application for declaration proceeding from the Shah Alam High Court (where it was filed to meet the deadline due to e-filing system migration downtime at Kuala Lumpur High Court then) to the Kuala Lumpur High Court.

The matter was fixed for Case Management on 20 September 2017. In the Case Management of 20 September 2017 the matter was fixed for another Case Management on 9 October 2017.

A further Case Management was fixed on 20 October 2017 wherein the Court fixed the hearing of this case on 12 December 2017. The parties were directed to file their written submissions by 6 December 2017.

On 12 December 2017 the Court granted an order for RMSB to issue a letter to Pertubuhan Akitek Malaysia ("PAM") to inform PAM to appoint the same and single arbitrator currently hearing the arbitration claim initiated by EKICSB to also hear the dispute under this proceeding as applied by RMSB and that EKICSB will leave it to PAM to decide on the said appointment.

RMSB's solicitor had properly issued the said letter to PAM on 15 December 2017 and a preliminary meeting with PAM was fixed on 11 January 2018 to obtain further directions from the Arbitrator.

In the meeting of 11 January 2018, the Arbitrator informed the parties that he had no discretion to consolidate both disputes under the building and piling contract but will hear them separately.

The Arbitrator issued a letter dated 20 January 2018 confirming his appointment as arbitrator for the piling dispute as well and preliminary meeting to be fixed for further directions.

On 25 April 2018, the Arbitrator had rescheduled the hearing of this Arbitration to 5, 6, 7, 20, 21 & 22 June and 18, 19 & 20 July 2018.

The hearing dates on 5, 6, 7, 20, 21 & 22 June and 18 July 2018 were later vacated and the hearings were resumed on 19 & 20 July 2018 with RMSB's witnesses' testimonies and were concluded accordingly. The Arbitrator gave further directions, as follows:

i) the parties are to finalise the notes of proceedings by 24 August 2018;
ii) the parties are to submit their written submissions by 28 September 2018;
iii) the parties are to submit their replies by 29 October 2018; and
iv) the Decision date will be fixed thereafter.

However as at 29 August 2018, EKICSB's solicitor has not prepared the draft for RMSB's solicitor's perusal and has written to the Arbitrator to request for an extension. Vide a letter dated 3 September 2018, the Arbitrator gave further revised directions as follows:

i) Common notes of proceedings to be distributed by 12 September 2018;
ii) Simultaneous submissions of written submissions by the parties on 12 October 2018; and
iii) Simultaneous replies to written submissions by 12 November 2018.

Filing of the written submissions was later postponed to 5 November 2018 and thereafter to 12 November 2018. For RMSB's counterclaim, EKICSB has filed their Statement of Defence on 8 October 2018. RMSB was originally required to file the Reply to the Statement of Defence by 22 October 2018, however this date was later postponed to 30 October 2018 and was filed accordingly on the said date. The parties were also directed to file the Bundle of Documents by 12 November 2018 and the same was filed accordingly.

A meeting with the Arbitrator was held on 8 January 2019 with the following directions:

i) the Arbitrator is in the midst of preparing his decision for the claim by EKICSB;
ii) for RMSB to confirm further expert witnesses to be called for the matter being the submitting engineer, LTE Engineer or S&M Geotechnics;
iii) for RMSB to provide soil test results before construction and locations of the bore holes super imposed with site plan;
iv) for RMSB to provide soil consolidation report;
v) for RMSB to provide all signed piling records;
vi) the tentative hearing dates have been fixed on 19, 20 and 21 March 2019, 30 and 31 May 2019 and 25, 26 and 27 June 2019.

On 15 March 2019 the arbitrator allowed EKICSB's claim in the arbitration commenced by EKICSB for the alleged outstanding payment under the Building Contract. The solicitors have advised RMSB to apply for a stay of execution of the said award pending disposal of the arbitration commenced by RMSB against EKICSB under the piling contract.

The arbitration between RMSB and EKICSB under the piling contract is fixed for hearing on 2, 3, 30 and 31 May 2019 and 25 to 27 June 2019.

Opinion : RMSB's solicitors are of the view that RMSB has good chance of success in the piling contract arbitration and thus will be able to recover its costs incurred for the rectification works.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Registered Office of the Company at Level 17, Menara UEM, Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, between 9.00 a.m. to 5.30 p.m. on Monday to Friday (except public holidays) from the date of this Circular to the date of the 56th AGM of the Company:

(i) Constitution of the Company;

(ii) Audited consolidated financial statements of the Company for the past two (2) financial years ended 31 December 2017 and 31 December 2018;

(iii) Material contracts referred to in Section 2 of this Appendix; and

(iv) Relevant cause paper in respect of the material litigation referred to in Section 3 of this Appendix.

PART II

PROPOSED ALTERATION OR AMENDMENT TO THE CONSTITUTION OF THE COMPANY

Company No.

5067	**M**

THE COMPANIES ACT 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

UEM EDGENTA BERHAD

Incorporated on 31st day of May, 1963

Company No.

5067	**M**

THE COMPANIES ACT 2016

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

UEM EDGENTA BERHAD

INTRODUCTION

Name of company

1. The name of the Company is UEM EDGENTA BERHAD.

Registered office

2. The registered office of the Company shall be situated in Malaysia.

Type of company

3. The Company is a public company limited by shares.

Member's liabilities

4. The liability of the Members is limited.

DEFINITION AND INTERPRETATION

5. Definition and interpretation

Definition

(1) In this Constitution the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

"Act"	The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof and any other legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company.
"Applicable Laws"	All laws, bye-laws, regulations, rules, orders and/or official directions for the time being in force affecting the Company and its subsidiaries, including but not limited to the Act, the Central Depositories Act, the Listing Requirements, Rules of the Depository and every other law for the time being in force concerning companies and affecting the Company and any other directives or requirements imposed on the Company by the relevant regulatory bodies and/or authorities.

“Article”	Any provisions in this Constitution as originally framed or as altered from time to time in accordance with the Applicable Laws.
“Auditors”	The auditors of the Company for the time being.
“Board”	The board of Directors of the Company for the time being and where the context permits or requires, shall mean the Directors who number not less than the required quorum acting as a board of Directors.
"Central Depositories Act"	Securities Industry (Central Depositories) Act, 1991 or any statutory modification, amendment or re-enactment thereof for the time being in force.
“Chairman”	The Chairman for the time being of the Board.
“Company”	UEM EDGENTA BERHAD (Company No. 5067-M) or such other names to which it may be changed from time to time.
“Constitution”	This Constitution as originally framed or as altered from time to time by special resolution.
“Depositor”	A holder of Securities Account established by the Depository.
“Depository”	Bursa Malaysia Depository Sdn Bhd and/or its nominee and its successors in title.
"Deposited Security"	Shall have the same meaning given in Section 2 of the Central Depositories Act.
“Directors”	The directors for the time being of the Company.
“Exchange”	Bursa Malaysia Securities Berhad.
”Exempt Authorised Nominee”	An authorised nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of subsection 25A (1) of the Central Depositories Act.
“Listing Requirements”	Listing Requirements of the Exchange including any amendment to the Listing Requirements that may be made from time to time.
“Market Day”	Any day between Monday and Friday which is not a market holiday of the Exchange or public holiday.
“Member”	Any person for the time being holding shares in the Company and whose name appears in the Register of Members and Depositors whose names appear on the Record of Depositors (except Bursa Malaysia Depository Nominees Sdn Bhd).
“Month”	Calendar month.
“Office”	The registered office for the time being of the Company.

"Record of Depositors"	A record provided by the Depository to the Company under Chapter 24.0 of the Rules of the Depository.
"Register of Members"	The register of members to be kept pursuant to the Act.
"Rules of the Depository"	Shall have the same meaning with the definition of 'rules' given in Section 2 of the Central Depositories Act.
"Seal"	The common seal of the Company.
"Secretary"	The secretary or joint secretaries or any one of the joint secretaries of the Company appointed by the Board under this Constitution and shall include an assistant or deputy secretary, and any person appointed by the Board to perform any of the duties of the secretary.
"Securities"	Debentures, stocks and shares of the Company and includes any right or option in respect thereof as defined in Section 2 of the Capital Market and Services Act 2007.
"Securities Account"	An account established by the Depository for a Depositor for the recording of deposit of securities and for dealings in such securities by the Depositor.
"Securities Commission"	The Securities Commission Malaysia established under the Securities Commission Malaysia Act 1993.
"Share Seal"	The seal of the Company which is adopted from time to time by the Board specifically to be affixed onto share certificates issued by the Company pursuant to this Constitution.

<u>Interpretation</u>

(2) Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine and neuter gender.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in this Constitution shall be interpreted in accordance with the provisions of the Interpretation Act 1948 and 1967 (Act 388) and of the Act as in force at the date at which this Constitution becomes binding on the Company.

Unless otherwise defined herein, words and expressions defined in the Act shall when used herein bear the same meanings.

A reference to a statute or a statutory provision herein shall be deemed to include any modification, re-enactment or consolidation thereof and any regulations, rules, orders or other statutory instruments made pursuant thereto.

Expressions referring to "writing" or "written" shall include, unless the contrary intention appears, references to printing, lithography, photography and any other modes of representing or reproducing words, letters, figures or marks in a visible form or in any other form or manner, whether in hard copy or in electronic form sent by way of an electronic communication or otherwise in a form that allows the document and/or information to be easily accessible and reproduced into written, electronic or visible form.

Expressions referring to "electronic communications" shall include, but shall not be limited to, unless the contrary intention appears, references to delivery of documents or information in electronic form by electronic means to the electronic mail address or any other address or number of the addressee, as permitted by the Applicable Laws.

The abbreviation "RM" or "Ringgit Malaysia" means the lawful currency of Malaysia.

Where a word or phrase is given a defined meaning in this Constitution, any other grammatical form in respect of such word or phrase has a corresponding meaning.

Any reference in this Constitution to a numbered Article shall be construed as a reference to the Article bearing that number in this Constitution.

The headings and sub-headings in this Constitution are inserted for convenience of reference only and shall not affect the interpretation and construction of the provision therein.

The reference to "any act or thing done" includes, but is not limited to, the making of a determination or the passing of a resolution, the granting or exercise of a power (including delegated power), the execution of a document or the appointment or removal or any person from an office or position.

OBJECTS AND POWERS

6. Objects and powers

Objects of the Company

(1) The objects for which the Company is established are:

(a) To carry on the business of an investment holding company, to purchase, take on lease, exchange, acquire, invest in and to hold either in the name of the Company or in that of any nominee of or trustee for the Company shares, stocks, debentures, debenture stocks, bonds, notes, obligations, units, warrants, options, securities and any rights, interests or privileges in connection therewith issued or guaranteed by any company wherever incorporated, or issued or guaranteed by any government, public body, authority or statutory corporation or enterprise in any part of the world; and to subscribe for, take acquire, hold, sell, underwrite and exchange any such shares, stocks, debentures, debenture stocks, bonds, notes, obligations, units, warrants, options, securities and any rights, interests or privileges in connection therewith and whether or not fully paid up and to exercise and enforce all rights and powers conferred by or incidental to the ownership of any investment of the Company, to dispose of any such investment and to act as and perform all the functions of a holding company.

(b) To promote, and to acquire all or any of the share of loan capital of any company wherever incorporated and engaging or proposing to engage in any activity an interest in which appears likely to be advantageous to the Company; to provide administrative, financial and other services and facilities for any company in which the Company is interested, or for any other persons; and to sell or dispose of the undertaking of any property or assets of the Company for such consideration as may be thought fit, including the share or loan capital or other obligations of any body corporate, to enter into any arrangements with any Government or authority supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them; and to obtain from any such Government or authority any rights, privileges and concessions winch the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(c) To act as management, investment, business, technical and/or industrial consultant or adviser and/or to provide financial, managerial, supervisory, administrative, management or technical services and assistance of any nature whatsoever to any corporation including industrial relations, personnel training, business systems and processes and data processing, finance and leasing, planning, taxation, insurance, public relations, administration and organisation of industry and business.

(d) To carry on any other business which may seem to the Company that is capable of being conveniently carried on in connection with its commercial and/or regulatory objectives subject to Applicable Laws.

(e) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects.

<u>Powers of the Company</u>

(2) Subject to Applicable Laws, the Company shall be capable of exercising all the functions of a body corporate and have full rights, powers and privileges to attain or pursue the aforesaid objects.

SHARE

<u>Class of shares</u>

7. Shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting rights or otherwise.

<u>Alteration of share capital</u>

8. Subject always to the provisions in this Constitution and Applicable Laws, the Company shall have power to increase or reduce the capital, to consolidate or subdivide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights, privileges or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the Constitution for the time being of the Company.

Share capital

9. The Company shall have power to issue shares as may be permitted under and in accordance with Applicable Laws.

10. Without prejudice to any special rights previously conferred on the holders of any existing shares but subject to Applicable Laws and this Constitution, shares in the Company may be issued by the Board and any such shares 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 the Board, subject to any ordinary resolution of the Company, may determine.

Allotment of shares

11. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, and subject to the provisions of this Constitution and Applicable Laws and to the provisions of any resolution of the Company, shares in the Company may be issued by the Board, who may allot, or otherwise dispose of such shares to such persons at such price, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions and at such times as the Board may determine but the Board in making any issue of shares shall comply with the following conditions:

    (a) in the case of shares, other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution and in the resolution creating the same;

    (b) no issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person, company or syndicate without the prior approval of the Members of the Company in a meeting of Members;

    (c) every issue of shares or other convertible securities to Directors of the Company shall be approved by the Members in meeting of Members and no Directors shall participate in such issue of shares or other convertible securities unless:

        (i) the Members in meeting of Members have approved of the specific allotment to be made to such Directors; and

        (ii) he holds office in the Company in an executive capacity PROVIDED ALWAYS that a Director not holding office in an executive capacity may so participate in an issue of shares pursuant to a public issue or public offer.

Issue of new shares to Members

12. Subject to any direction to the contrary that may be given by the Company in a meeting of Members, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of the meetings of Members in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Board may dispose those shares or securities

in such manner as it thinks most beneficial to the Company. The Board may likewise also dispose any new shares or security which (by reason of the ratio which the new shares or security bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Board, be conveniently offered under this Constitution.

Shares buy back

13. (1) Subject to and in accordance with Applicable Laws, the Company shall be entitled at any time and from time to time and on any terms it deems fit, with the approval of the Members by way of an ordinary resolution, to purchase and/or acquire its own shares.

(2) Any shares in the Company so purchased by the Company shall be dealt with in accordance with Applicable Laws.

Rights of preference shareholders

14. Subject to the Applicable Laws, any 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 and the Company shall not, unless with the consent of existing preference shareholders at a class meeting, issue preference shares ranking in priority over preference shares already issued, but may issue preference shares ranking equally therewith.

15. The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company and the Board may, subject to the provisions of Applicable Laws, redeem such shares on such terms and in such manner as it may think fit.

16. (1) Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited financial statements and attending meetings of Members of the Company, unless otherwise specified in the terms of issue of the preference shares.

(2) The holder of a preference share shall be entitled to a right to vote in each of the following circumstances:

(a) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;

(b) on a proposal to reduce the Company's share capital;

(c) on a proposal for the disposal of the whole of the Company's property, business and undertaking;

(d) on a proposal that affects rights attached to the share;

(e) on a proposal to wind up the Company; and

(f) during the winding-up of the Company.

Repayment of preference capital

17. Notwithstanding the provisions in this Constitution, the repayment of preference share capital other than redeemable preference shares or any alteration of preference shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing obtained from the holders of seventy-five per centum (75%) of the preference shares concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Modification of class rights

18. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of seventy-five per centum (75%) of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of Members of the holders of the shares of that class. To every such separate meetings of Members the provisions of this Constitution relating to meetings of Members shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class, and that any holders of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 292 of the Act shall apply with such adaptations as are necessary.

Ranking of class rights

19. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further share ranking as regards participations in the profits or assets of the Company in some or in all respects *pari passu* therewith.

Commission on subscriptions of shares

20. The Company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

Interest on share capital during construction

21. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provisions of any plant which cannot be made profitable for a long period the Company may pay interest or returns on the amount of such share capital as is for the time being paid up for the period and subject to the conditions and restriction mentioned in Section 130 of the Act and may charge the same to capital as part of the cost of construction of the works or buildings or the provisions of the plant.

Trust not to be recognised

22. Except as required by Applicable Laws, and subject to the provisions of this Constitution, no person, shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or unit of share or (except only as by this Constitution or by Applicable Laws otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

CERTIFICATE

Certificates

23. (1) Subject to the Applicable Laws:

(a) Where any new shares (except for the shares which will not be listed in the Exchange) are issued by the Company (whether by way of bonus issue, rights issue, conversion of debt securities, exercise of any rights or options or otherwise), the Company shall notify the Depository of the name of the allottees or entitled persons and all such other information as may be required by the Depository (whether under the Rules of the Depository, by virtue of the Central Depositories Act or otherwise) to enable the Depository to make the appropriate entries in the securities accounts of the relevant allottees or entitled persons and the Company shall deliver the appropriate share certificates or jumbo certificates registered in the name of the Depository or its nominee company in respect of such shares, to the Depository;

(b) The Company shall make application for quotation of such shares and allot all such shares and despatch notices of allotment to the allottees or entitled person in the manner, within the time period prescribed and in accordance with the Applicable Laws; and

(c) No share certificates will be issued to all such allottees or entitled persons.

Notwithstanding the above, the Company may issue jumbo certificates in respect of shares or securities in favour of the Depository as may be directed by the Securities Commission or the Depository pending the crediting of shares or securities into the securities account of the person entitled to such shares or securities or as may be prescribed by the Central Depositories Act and the Rules of Bursa Depository PROVIDED ALWAYS that every such certificate to be issued in the name of the Depository or its nominee company in respect of the Deposited Security shall be issued under the Share Seal or Seal in such form as the Board shall from time to time prescribe and shall bear signatures or facsimile signatures of at least one Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board, and shall specify the number and class of shares or securities to which it relates and the amounts paid thereon.

(2) Where certificates for any shares other than the Deposited Security are required to be issued, the certificates shall be issued under the Share Seal or Seal and in accordance with this Constitution and the Applicable Laws with such signatures affixed by means of some method or system of mechanical signature.

24. (1) Subject to the Applicable Laws, if any share certificate or jumbo certificate issued pursuant to this Constitution in respect of the Deposited Security shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the Depository or its nominee company.

(2) Subject to the provisions of the Act, if any share certificate for the shares other than the Deposited Security shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the Member, transferee, person entitled, purchaser or on behalf of its/their client(s) as the Board shall require and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia ten (RM10.00) but in any event not exceeding Ringgit Malaysia fifty (RM50.00). In the case of destruction, loss or theft a Member or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction, loss or theft.

(3) Share certificates (if any) in respect of any preference share which have been converted into ordinary share of the Company shall be deemed to have been cancelled upon conversion of such preference share into ordinary share.

LIEN

Company's lien on shares

25. The Company’s lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member, but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

Lien may be enforced by sale of shares

26. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exist is presently payable and until the expiration of fourteen (14) days from a notice in writing stating and demanding payment of such part of the amount in respect of which the privilege or lien as is presently payable has been given to the Member or the person entitled thereto by reason of the death or bankruptcy of the Member.

Directors may effect transfer

27. To give effect to any such sale the Board may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and the Board shall not be bound to see to the application of the purchase money, nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale and the remedy of the holders of such share or of any person claiming under or through him in respect of any alleged irregularity or invalidity shall be against the Company.

Application of sale proceeds

28. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and any residue shall be paid to the person entitled to the share at the date of the sale, subject to a similar lien for sums not presently payable which exists over the shares before the sale.

CALLS ON SHARES

Directors may make calls

29. The Board may from time to time make calls upon the Members in respect of any money unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall be payable at less than thirty (30) days from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the date, time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

When call deemed made

30. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be paid by instalments. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share by him together with interest and expenses (if any).

Interest on unpaid calls

31. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest or compensation on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent (8%) per annum or such other rate as may be allowed under the Applicable Laws and as the Board may determine, but the Board shall be at liberty to waive payment of the interest or compensation in whole or in part.

Sums payable on allotment

32. Any sum which by the terms of issue of a share payable on allotment or any fixed date shall for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

Difference in calls

33. The Board may make arrangement, on the issue of shares, differentiate between the holders as to the amount of calls or instalments to be paid and the times of payment of such calls or instalments.

Calls may be paid in advance

34. The Board may, if it thinks fit, receive from any Member willing to advance payment all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest or return at such rate not exceeding (unless the Company in a meeting of Members shall otherwise direct) eight per cent (8%) per annum as may be agreed upon between the Board and the Member paying the sum in advance unless the company in a general meeting otherwise directs. Such capital paid on shares in advances of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, sums paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid.

INFORMATION OF SHAREHOLDING

Company may give notice

35. (1) The Company may by notice in writing require any Member within such reasonable time as is specified in the notice:

(a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee or nominee; and

(b) if he holds the voting shares as trustee or nominee to indicate so far as he can the persons for whom he holds the voting shares by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.

(2) Where the Company is informed in pursuance of a notice given to any person under sub-article (1) hereof or under this sub-article that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:

(a) to inform the Company whether he holds that interest as beneficial owner or as trustee or nominee; and

(b) if he holds the interest as trustee or nominee, to indicate so far as he can the persons for whom he holds such interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.

Member to inform Company

(3) The Company may by notice in writing require a Member to inform the Company within such reasonable time as is specified in the notice, whether any of the voting rights carried by any voting shares in the Company held by him are the subject of an agreement or arrangement under which another person is entitled to control his exercise of those rights and if so, to give particulars of the agreement or arrangement and the parties to such agreement or arrangement.

TRANSFER OF SHARES

Transfer of Securities

36. (1) The transfer of securities by the Company to the Depository and from the Depository to the Company shall be in accordance with the Applicable Laws.

(2) The transfer of shares of the Company being Deposited Security shall be by way of book entry by the Depository in accordance with the Rules of the Depository and, notwithstanding Sections 105, 106 and 110 of the Act, but subject to subsection 148(2) of the Act and any exemption that may be made from compliance with subsection 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Security.

(3) (a) Subject to the restrictions of this Constitution, all shares other than Deposited Security shall be transferable but every transfer shall be in writing in the usual common form pursuant to the Act or in such other forms as the Board shall from time to time approve, and shall be submitted to the Office of the Company or its agent accompanied by the certificate of the unlisted shares to be transferred and such other evidence (if any) as the Board may reasonably require to show the right of the transferor to make the transfer.

(b) The instrument of transfer of any such shares shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members in respect thereof.

(c) The Board may refuse to register a transfer of such share in the Company to any person of whom they do not approve, and they may also refuse to register a transfer of any unlisted share in the Company on which the Company has lien by passing a resolution to refuse such registration of transfer within thirty (30) days from the receipt of the instrument of transfer. The resolution shall set out in full the reasons for refusing the registration and notice including the reasons thereof shall be sent to the transferor and transferee within seven (7) days of the said resolution being passed.

(d) The Company or its agent shall be entitled to charge a fee not exceeding Ringgit Malaysia ten (RM10.00) on the registration of every transfer in respect of the shares other than the Deposited Securities.

(e) Subject to the Applicable Laws, the transfer books and register of the shares may be suspended at such times and for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in the aggregate in any calendar year.

TRANSMISSION OF SHARES

Death of Member

37. Subject to the Applicable Laws, in the case of the death of a Member, the executors or administrators of the deceased shall be the only person recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased from any liability in respect of any shares which had been held by him.

Share of deceased or bankrupt Member

38. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Board or the Depository and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Depository shall in either case have the same right to decline or suspend registration as they would have had in case of a transfer of the share by that Member before his death or bankruptcy. Provided always that where the share is a Deposited Security, subject to the Rules of the Depository, a transfer of the share may be carried out by the person becoming so entitled.

Notice of election

39. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects provided that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Depository. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All limitations, restrictions and provisions of this Constitution relating to the rights to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were signed by that Member.

Person entitled to receive dividends

40. Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Board and/or the Depository for Deposited Securities and upon registration as a Member, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of Members or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt; and where two (2) or more persons are jointly entitled to any share in consequence of the death of the registered holder for the purpose of this Constitution, only one holder will be recognised by the Depository for the share.

Transmission of securities

41. Where:

    (a) the securities of the Company are listed on another stock exchange; and

    (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules of the Depository in respect of such securities,

    the Company shall upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.

FORFEITURE OF SHARES

Notice requiring payment

42. If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof the Board may, at any time thereafter during such time as any part of the call or instalment remain unpaid, serve a notice on him or on the person entitled to the share by transmission requiring payment of so much of the call or instalment as is unpaid, together with interest or compensation at such rate as prescribed in the notice as the Board may determine and any expenses that may have accrued by reason of such non payment.

Particulars in earlier notice

43. The notice shall name a further day (not being less than fourteen (14) days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non- payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.

Forfeiture

44. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. And such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. A notice of forfeiture shall be sent to the Member within fourteen (14) days of the date of forfeiture.

The Board may cancel forfeiture

45. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit, and, at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Board thinks fit.

Liability of Member in respect of forfeited shares

46. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest or compensation at the rate of eight per cent (8%) per annum or such other rate as may be allowed under the Applicable Laws and determined by the Board to be calculated from the date of forfeiture on the money for the time being unpaid if the Board thinks fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.

Evidence of forfeiture

47. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

Procedure for shares forfeited

48. The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall be registered as the Member and shall not have his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses, shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators or assigns or as he directs.

49. The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duty made and notified.

CONVERSION OF SHARES INTO STOCK

Conversion to be at meeting of Members

50. The Company may by ordinary resolution passed at a meeting of Members convert any paid up shares into stock and reconvert any stock into paid up shares of any number.

Transfer of stock

51. The stockholders may transfer the same or any part thereof in the same manner and subject to the same in this Constitution as the transfer of shares from which the stock arose might, before the conversion have been transferred or be transferred in the closest manner as the circumstances allow; but the Board may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.

<u>Participation of stockholders</u>

52. The stockholders shall, according to the amount of the stock held by them, have the same rights, privileges and advantages with regard to dividends, voting at meetings of Members and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by any such aliquot part of stock which would not, if existing in shares, have conferred that right, privilege or advantage.

<u>Definition</u>

53. Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ISSUE OF WARRANTS

<u>Power to issue warrants</u>

54. The Board may, subject to the provisions of this Constitution and the Applicable Laws and to the provisions of any resolution of the Company, create, issue and/or grant options including warrants in respect of shares of the Company entitling the holder thereof to subscribe for shares in the Company upon such terms as the Board may think fit and proper and otherwise dispose the warrants to such persons at such times and on such terms as it thinks fit and proper.

INCREASE OF CAPITAL

<u>Power to increase capital</u>

55. Subject to the Applicable Laws, the Company may from time to time, whether all the shares for the time being issued shall have been fully called up or not, by ordinary resolution increase its share capital, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

<u>Waiver of convening meeting of Members</u>

56. Notwithstanding Article 12 above, but subject always to Applicable Laws, the Company may apply to the relevant authorities including but not limited to the Exchange or any other exchange upon which the Company's shares may be listed and quoted, to waive the convening of meetings of Members to obtain Members' approval for further issues of shares (other than bonus or right issues) where in accordance with the provisions of Section 76 of the Act there is still in effect a resolution approving the issuance of shares by the Company.

<u>Ranking of new shares</u>

57. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transaction, forfeiture and otherwise as the original share capital.

ALTERATION OF CAPITAL

Power to alter capital

58. The Company may by ordinary 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) subdivide its shares or any of the shares, whatever 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

(c) subject to the provisions of this Constitution and the Act, convert and/or re-classify any class of shares into any other class of shares.

Power to reduce capital

59. The Company may by special resolution reduce its share capital in any manner permitted or authorised under and in compliance with the Applicable Laws.

MEETINGS OF MEMBERS

Annual general meetings

60. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All meetings of Members other than the annual general meetings shall be called general meetings or meetings of Members. All annual general meetings shall be held at such time and place(s) as the Board shall determine. Every notice of an annual general meeting shall be in accordance with this Constitution and the Applicable Laws and shall specify the meeting as such and every meeting convened for passing a special resolution shall state the intention to propose such resolution as a special resolution.

Requisition of meetings

61. In addition to the annual general meeting, the Directors may whenever they so decide convene a meeting of Members. Further, a meeting of Members (not being an annual general meeting) shall also be convened on such requisition as is referred to in Section 311 of the Act, or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 311, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act.

Notice of meeting

62. (1) Subject to the Applicable Laws, this Constitution and any agreements for shorter notice by Members entitled to attend and vote at the meeting, the notices convening meetings of Members shall be given at least fourteen (14) days before the meeting or at least twenty-one (21) days before the meeting where any special resolution is proposed or where it is an annual general meeting.

(2) The notice shall specify the place, date and time of all meetings of Members and the general nature of the business of the meeting, and shall be given in the manner as provided for in this Constitution and subject to Applicable Laws to all Members, Directors and Auditors. In the case of special business, the notice shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

(3) The accidental omission to give such notice to, or the non-receipt of such notice by, any person shall not invalidate the proceedings of any resolution passed at any such meeting.

(4) At least fourteen (14) days' notice or twenty-one (21) days' notice in the case where any special resolution is proposed or where it is the annual general meeting, of every such meeting must be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to every Exchange upon which the shares of the Company are for the time being listed.

<u>Record of Depositors</u>

63. The Company shall inform the Depository of the dates of meeting of Members and shall in written request made in duplicate in the prescribed form and in accordance with the Rules, request the Depository as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days prior to and not including the date of the meeting of Members, to issue the Record of Depositors (hereinafter referred to as the "**General Meeting Record of Depositors**"). The General Meeting Record of Depositors shall be the final record of all Depositors who shall be deemed to be the registered holders of ordinary shares of the Company eligible to be present and vote at such meeting.

64. Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

<u>Business of meeting</u>

65. Subject always to the provisions of the Act, no business shall be transacted at a meeting of Members except business of which notice has been given in the notice convening the meetings. An annual general meeting shall be held to transact the business, in accordance with the Act, which include the laying of the audited financial statements and the reports of the Directors and Auditors, the election of Directors in place of those retiring and the appointment and the fixing of the Directors' fees, and the appointment and fixing of the remunerations of the Auditors in accordance with the Act.

66. In every notice calling a meeting of Members, there shall appear with reasonable prominence a statement that a Member entitled to attend and vote may appoint not more than two (2) proxies to attend, participate, speak and vote instead of him, and where a Member appoints more than one (1) proxy, he shall specify the proportion of his shareholding to be represented by each proxy respectively.

<u>Omission to give notice</u>

67. The accidental omission to give notice of any meeting to, or the non-receipt of notice of a meeting by any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at any such meeting.

Venues and technology for meetings of Members

68. The Company may hold a meeting of Members at more than one venue using any technology or method that enables all Members to participate and to exercise the Members' rights to speak and vote at the meeting. The main venue of the meeting shall be in Malaysia and the chairperson shall be present at that main venue of the meeting.

Meetings of Members at more than one venue using any other technology

69. Subject to Applicable Laws, any member may validly participate in a meeting of Members through any technology or method used by the Company that enables all Members to participate and to exercise the Members' rights to speak and vote at the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. All business transacted in the manner as specified in this Constitution and for the purpose of this Article shall be deemed to be validly and effectively transacted at a meeting.

PROCEEDINGS AT MEETINGS OF MEMBERS

No business unless quorum present

70. No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person or by proxy shall be a quorum. For the purposes of this Constitution, "Member" includes a person attending as a proxy or representing a corporation which is a Member. Where one (1) or more proxies or representatives are appointed by a Member, the proxies or representatives shall be counted as one (1) Member.

Adjournment

71. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following that public holiday) at the same time and place, or to such other day and at such other time and place as the Directors may determine.

Chairperson

72. The Chairman (if any), or in his absence, a deputy Chairman (if any), shall preside as the chairperson at every meeting of Members. If there is no such Chairman or deputy Chairman or if the Chairman or deputy Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as the chairperson if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the Members present and entitled to vote on a poll shall elect one of their numbers to be chairperson. The election of the chairperson shall be by a show of hands. However, a proxy shall not be eligible for election as chairperson of the meeting.

Adjournment with consent of meeting

73. Subject to the Applicable Laws, the chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Polls

74. (1) At a meeting of Members, a resolution put to the vote of such meeting of Members shall be decided on a show of hands unless a poll is (before or upon the declaration of the results of the show of hands) demanded:

(a) by the chairperson;

(b) by at least two (2) Members present in person or by proxy;

(c) by a Member or Members present in person or by proxy and representing not less than ten per centum (10%) of the total voting rights of all Members having the right to attend and vote on the resolution; or

(d) by a Member or Members holding shares in the Company conferring a right to attend and vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than ten per centum (10%) of the total sum paid up on all the shares conferring that right.

(2) Unless a poll is so demanded a declaration by the chairperson that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolutions. The demand for a poll may be withdrawn.

How a poll is to be taken

75. (1) A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was taken, but a poll demanded on the election of chairperson or on a question of adjournment shall be taken forthwith. The Company shall appoint at least one (1) scrutineer for the purposes of a poll in accordance with the Applicable Laws and may, in addition to the powers of adjourning meetings contained in this Constitution, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.

(2) The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices. Such votes shall be counted by the poll administrator, and verified by the scrutineer(s), as may be appointed by the Company for the purpose of determining the outcome of the resolution(s) to be decided on poll.

Equality of votes

76. In the case of an equality of votes, whether on a show of hands or a poll, the chairperson of the meeting of Members at which the show of hands takes place or at which the poll is taken or demanded shall be entitled to a second or casting vote.

Evidence of passing of resolutions

77. The chairperson of the meeting declares whether or not the resolutions put to vote at a meeting of Members are carried, based on the poll results, which show the total number of votes cast on the poll (together with the percentage) in favour of and against the resolution, as confirmed by the scrutineer.

Voting

78. Subject to this Constitution and to any rights or restrictions for the time being attached to any classes of shares, at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or by attorney and on a show of hands every person who is a Member or representative or proxy of a Member shall have one (1) vote, and on a poll every Member present in person or by proxy or by attorney or other duly authorised representative shall have one (1) vote for each share he holds.

Appointment of proxies

79. (1) A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend, participate, speak and vote instead of him at the meeting of Members and that such proxy need not be a Member.

(2) A Member shall not be entitled to appoint more than two (2) proxies to attend and vote at the same meeting. Where a Member appoints two (2) proxies, the appointment shall be invalid unless he specifies the proportion of his shareholdings to be represented by each proxy.

(3) Where a Member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (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.

Shares of different monetary denominations

80. Where the capital of the Company consists of shares of different denominations, voting rights shall be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

Voice of Member of unsound mind

81. A Member who is of unsound mind or whose person or estate is liable to be dealt with in anyway under the law relating to mental disorder may vote by his committee or by such other person as properly as the management of his estate, and any such committee or other person may vote by proxy or attorney and any person called under the transmission Article to transfer any shares may vote at any meeting of Members in respect thereof in the same manner as if he was the registered holder of such shares provided that forty-eight (48) hours at least before the time of

holding the meeting or adjourned meeting as the case may be at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Member barred from voting while share unpaid

82. A Member shall be entitled to be present and to vote on any question either personally or otherwise as a proxy or attorney at any meeting of Members (including annual general meetings) or upon a poll or be reckoned in the quorum in respect of any share or shares upon which all calls due to the Company have been paid.

83. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objections made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

Instrument appointing proxy to be in writing

84. (1) The instrument appointing a proxy shall be in writing under the hand of the Member or his attorney duly authorised in writing or, if the Member is a corporation, shall either be executed under its common seal or under the hand of two (2) authorised officers, one of whom shall be a director, or in the case of a sole director, by that director in the presence of a witness who attests the signature or of its attorney duly authorised in writing. The instrument appointing a proxy authorises the proxy(ies) to demand or join in demanding a poll.

(2) Without derogation to the power of the chairperson of the meeting to decide on the validity of objections with regard to the qualification of any voter raised at meetings or adjourned meetings, which decisions shall be final and conclusive:

(a) if a proxy has instructions, his obligation is to vote in accordance with the terms of the instructions;

(b) if a proxy is without instructions as to how to vote, he can vote in his discretion;

(c) if a proxy votes contrary to the instructions of the Member, it would not affect the validity of the meeting as this is a matter between the proxy holder and the Member;

(d) if a proxy votes contrary to the instructions of the Member appearing on the proxy form, the votes may be treated as "spoilt votes"; and

(e) if a Member presents himself at a meeting after having appointed a proxy or proxies and declares an intention to attend and vote personally, he must identify the proxy/proxies who is/are accordingly obviated, as well as the resolution(s) he intends to vote on personally, failing which he shall be deemed to have obviated the necessity of his proxy or, as the case may be, all his proxies from being used at all, in which event his proxy or, as the case may be, all his proxies shall not be permitted to attend and vote at the meeting.

Form of proxy

85. The instrument appointing a proxy shall be in such form as the Board may from time to time prescribe or approve, subject to the Applicable Laws.

Delivery of instruments appointing proxies

86. 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 at the Office or at such other place within Malaysia or in such other manner as is specified for that purpose in the notice convening the meeting not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid or in such other period(s) as may be provided or permitted under the Applicable Laws and stipulated in the form of proxy or in the notice of meetings.

Validity of vote given under proxy

87. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

Termination of proxy

88. The termination of proxy shall be in accordance with the Applicable Laws.

Corporate representative

89. Subject to Section 333 of the Act, any corporation which is a Member, may by resolution of its directors or other governing body, authorise such person(s) as it thinks fit to act as its representative(s) either at a particular meeting of Members or at all meetings of Members or of any class of Members, and a person so authorised shall in accordance with his authority and until his authority is revoked by the corporations be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member.

DIRECTORS APPOINTMENT, REMOVAL, ETC

Number of Directors

90. All Directors of the Company shall be natural persons. Until otherwise determined by a meeting of Members the number of Directors shall not be less than two (2) or more than fifteen (15). The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with this Constitution. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for reappointment but shall not be taken into account in determining the retirement of Directors by rotation at such meeting.

Retirement of Directors

91. An election of the Directors shall take place each year. All Directors shall retire from office once at least in each three (3) years but shall be eligible for re-election. At each annual general meeting, one-third (1/3) of the Directors for the time being, or if their number is not a multiple of three (3), then the number nearest to one-third (1/3), shall retire from office.

Selection of Directors to retire

92. The Directors to retire in each year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

Notice of candidate as a Director

93. No person not being a retiring director shall be eligible for elections to the office of director at any meeting of Members unless a Member intending to propose him has, at least eleven (11) clear days before the meeting, left at the Office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention, of such Member to propose him for election, provided that in the case of a person recommended by the Board for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place.

Retiring Directors deemed to be reappointed

94. The Company at the meeting at which a Director so retires may fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at that meeting is put to the meeting and lost or some other person is elected a Director in place of the retiring Director, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected.

Motion for appointment of Directors

95. At any meeting of Members at which more than one (1) Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two (2) or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it.

Increase or reduction of number of Directors

96. The Company may from time to time by ordinary resolution passed at a meeting of Members increase or reduce the number of Directors to be appointed to the Board, and may also determine in what rotation the increased or reduced number is to retire from office.

Removal of Directors

97. The Company may by ordinary resolution of which special notice is given in accordance with Section 206 of the Act, remove any Director before the expiration of his period of office and may if thought fit, by ordinary resolution appoint another Director in his stead. The person so appointed shall be treated for the purpose of determining the time in which he or any other director is to retire, as if he had become a director on the day on which the person in whose place he is appointed was last appointed as a director.

Power to add Directors

98. The Board shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

Directors' qualification

99. The shareholding qualification for Directors may be fixed by the Company in a meeting of Members and until so fixed no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend all meeting of Members.

DIRECTORS' REMUNERATION

Directors' remuneration

100. The fees of the Directors and any benefits payable to the Directors including any compensation for loss of employment of a Director shall be subject to shareholders' approval at a meeting of Members and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or failing agreement, equally, except that any Director who shall hold office for 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 the Director has held office PROVIDED ALWAYS that:

(a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;

(b) salaries payable to executive Directors may not include a commission on or percentage of turnover;

(c) fees and benefits payable to Directors shall be subject to annual shareholders' approval at a meeting of Members; and

(d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be deducted from the remuneration of the Director.

Reimbursement of Expenses

101. The Directors shall be entitled to be reimbursed for all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Board or of any committee of the Directors or meetings of Members or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.

DISQUALIFICATION OF DIRECTORS

Where offices of Directors deemed vacant

102. The office of Director shall become vacant if he:

(a) becomes of unsound mind or a person whose person or estate is liable to be dealt within any way under the Mental Health Act 2011 or makes any arrangement or composition with his creditors generally;

(b) becomes disqualified from being a Director under Section 198 or 199 of the Act;

(c) ceases to be a Director or is prohibited by virtue of the Act or the Applicable Laws;

(d) resigns his office by notice in writing under his hand left at the registered address for the time being of the Company;

(e) is removed from his office of Director in accordance with the Act or the provisions herein;

(f) dies; or

(g) has retired in accordance with the Act or under this Constitution and is not re-elected.

POWER AND DUTIES OF DIRECTORS

Business of Company to be managed by the Board

103. The business of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not, by the Applicable Laws or by this Constitution, required to be exercised by the Company in meeting of Members, subject, nevertheless, to any provision of this Constitution and to the provisions of the Applicable Laws being not inconsistent with the provisions of this Constitution or the provisions of the Applicable Laws as may be prescribed by the Company in a meeting of Members but no regulations made by the Company in meeting of Members shall invalidate any prior act of the Directors which would have been valid if that regulations had not been made.

104. The Board shall not without the prior approval of the Company in a meeting of Members:

(a) carry into effect any proposal or execute any transaction for the acquisition of an undertaking or property of a substantial value, or the disposal of a substantial portion of the Company's or its subsidiaries' undertaking or property;

(b) exercise any power of the Company to issue shares unless otherwise permitted under the Applicable Laws; or

(c) subject to the Act enter into any arrangement or transaction with a Director or a substantial shareholder of the Company or its holding company or with a person connected with such a Director or substantial shareholder to acquire from or dispose to such a Director or substantial shareholder or persons connected with such Director or substantial shareholder, any shares or non-cash assets of the requisite value.

<u>The Board's borrowing powers</u>

105. (1) The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligations of the Company, or its wholly owned subsidiaries.

(2) The Board shall not borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligations of an unrelated third party.

<u>Power to maintain pension or fund</u>

106. The Board may establish or arrange any contributory or non-contributory pension superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company or to any person who is or has been a director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Board may also subscribe to any association or fund which it considers to be for the benefit of the Company or any such subsidiary or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses and make payments for or towards any hospital or any Directors holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in meeting of Members.

<u>Power to use the official seal</u>

107. The Board may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to a branch registers.

<u>Appointment of Attorneys</u>

108. The Board may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Board to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

Signing of cheques etc.

109. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time by resolution determine.

110. A Director shall at all times exercise his powers in accordance with the Act, for a proper purpose, in good faith and in the best interest of the Company and act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company.

111. Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officer to comply with the requirements of the Act.

Director may hold other office

112. Subject always to Sections 221 and 228 of the Act a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

Directors may act in his professional capacity

113. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as auditors of the Company.

PROCEEDINGS OF THE BOARD

Meeting of Board

114. The Third Schedule of the Act shall not apply to the Company, except so far as the same are repeated or contained in this Constitution. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as it thinks fit. Any Director may at any time and the Secretary shall on the requisition of a Director summon a meeting of the Board. Directors may participate in a meeting of the Board by means of a conference telephone or similar electronic tele-communicating equipment by means of which all persons participating in the meeting can hear each other and participate throughout the duration of the communication between the Directors and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Notice of meetings of the Board

115. It shall not be necessary to give any Director or alternate Director, who does not have an address in Malaysia, registered with the Company, notice of a meeting of the Board by hand or by post. Any Director may waive notice of any meeting either prospectively or retrospectively. Unless otherwise determined by the Board from time to time, notice of all meetings of the Board shall include the date, time and place of meeting and the matters to be discussed and shall be given to all Directors and their alternates, who have registered address in Malaysia by hand, post, facsimile or in electronic form. Except in the case of an emergency, reasonable notice of every meeting of the Board shall be given in writing and the notice of each meeting of the Board shall be served in the manner referred to Articles 157 and 158 and the said Articles 157 and 158 shall apply mutatis mutandis to the service of notice of meetings of the Board of Directors as it applies to the services of notices on Members of the Company. The notice of each meeting of the Board shall be deemed to be served on a Director upon delivery if delivered by hand, or immediately if sent by facsimile or other form of electronic communications or if sent by post, on the day on which a properly stamped letter containing the notice is posted.

Quorum of meeting of the Board

116. (1) The quorum necessary for the transaction of the business of the Board shall be two (2). A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under this Constitution vested in or exercisable by the Board generally.

(2) In the event no quorum is present after one half of an hour of the time appointed for the said meeting then such meeting shall be postponed for a period of two (2) weeks to a date falling on the same day and at the same time and at the same place where for the purpose of the meeting any two (2) Directors shall be a quorum.

Chairman of the Board

117. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

Chairman to have casting vote

118. Subject to this Constitution any question arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of Directors, shall for all purposes be deemed a determination of the Board. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote except where only two (2) Directors are competent to vote on the question at issue.

Number of Directors below minimum

119. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution as the necessary quorum of Directors, the continuing Director or Directors may, except in an emergency, act only for the purpose of increasing the number of Directors to that minimum number or of summoning a meeting of Members, but for no other purpose.

Disclosure of interest

120. Every Director shall comply with the provisions of the Act in connection with the disclosure of his shareholding and interest in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure of the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly duties or interests might be created in conflict with his duty or interest as a Director of the Company.

Restriction on voting

121. Subject to the Applicable Laws, a Director shall not participate in any discussion or vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest (and if he shall do so his vote shall not be counted) nor shall his vote be counted for the purpose of any resolution regarding the same.

Interested Director may be counted for quorum

122. A Director notwithstanding his interest may be counted in the quorum present at any meeting where he or any other Director is appointed to hold any office or place of profit under the Company or where the Board resolves to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company, or where any decision is taken upon any contract or arrangement in which he is in any way interested.

Power to vote

123. Director may vote in respect of:

(a) an arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

(b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by deposit of a security.

Directors may become directors of other corporation

124. A Director of the Company may be or become a director or other officer or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise of any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such corporation held or owned by the Company, or exercisable by them as Directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as Directors or other officers of such corporation) and any Directors may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in the manner aforesaid.

ALTERNATE DIRECTOR

Alternate Directors

125. (a) Each Director shall have power from time to time to nominate any person to act as his alternate provided that (i) such person is not a Director of the Company, (ii) such person does not act as an alternate for more than one Director of the Company, (iii) the appointment is approved by a majority of the other members of the Board, and (iv) any fee paid by the Company to an alternate Director shall be deducted from that Director's remuneration. The Director may at his discretion remove such alternate Director and appoint another in his place, if any.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meetings at which his appointor is not present.

(c) Any appointment or removal of an alternate Director may be made in writing and sent by hand, post, facsimile or in any other form or manner, electronic or otherwise, as approved by the Board.

(d) A Director shall not be liable for the acts and defaults of any alternate Director appointed by him.

(e) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Board attended by him at which he is entitled to vote.

MANAGING DIRECTORS

Managing Director

126. The Board may from time to time appoint any one or more of their body to be Managing Director(s) or by such other designation as the Board deems fit on such terms as it thinks fit and subject to the terms of any agreement entered into, may revoke any such appointment. The Board may vest in such Managing Director(s) as may be appointed by it such of the powers hereby vested in the Directors generally as it may think fit, but subject thereto such Managing Director(s) shall be subject to the control of the Board.

Remuneration of Managing Director

127. The remuneration of a Managing Director or Managing Directors shall be fixed by the Board and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover.

Retirement, resignation and removal of Managing Director

128. A Managing Director shall be subject to retirement by rotation and shall be taken into account in determining the rotation or retirement of Directors, and he shall, subject to provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause, he shall ipso facto and immediately cease to be a Managing Director.

COMMITTEES OF THE BOARD

Power of the Board to appoint committees

129. The Board may establish any committees, local boards or agencies comprising one or more persons for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as it may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member and members of any such committees or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the member or members of any such committee or local board or agency or any of them, to fill any vacancies, therein, and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

Meeting of Committees

130. Subject to any rules and regulations made pursuant to this Constitution, a committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present (if more than one) and in the case of an equality of votes the chairperson shall have a second or casting vote except where only two (2) Directors are competent to vote on the question at issue.

Chairperson of Committees

131. A committee may elect a chairperson of its meetings. If no such chairperson is elected, or if at any meeting the chairperson is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairperson of the meeting.

VALIDATION OF ACTS OF DIRECTORS

Directors' acts to be valid

132. All acts done by any meeting of the Board or a committee of the Board or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

CIRCULAR RESOLUTIONS

Resolution in Writing

133. A resolution in writing signed or assented by a majority of Directors who may at the time be present in Malaysia being not less than sufficient to form a quorum, shall be valid and effectual as if it had been passed at a meeting of the Board duly called and constituted provided that where a Director is not so present but his alternate who is so present, then such resolution must also be signed by such alternate. All such resolution shall be described as "Directors' Circular Resolution" or "Directors' Resolution in Writing" and shall be forwarded or otherwise delivered to the Secretary without delay and shall be recorded by him in the Company's minute book. Any such resolution may consist of several documents in like form each signed or assented by one or more Directors. The expressions "in writing" or "signed" or "assented" include approval by legible confirmed transmission by facsimile or electronic mail or any technology purporting to include a signature and/or electronic or digital signature or electronic vote of the Director or such other forms of electronic communications as may be determined or approved by the Board.

ELECTRONIC CONFERENCING FOR THE BOARD OR ITS COMMITTEE

Teleconferencing

134. A meeting of the Board or a committee appointed by the Board may be held by means of telephone, videoconference or telephone conference or other telecommunication facilities, which permits all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at such meeting and unless otherwise provided in this Constitution, shall be counted in a quorum and be entitled to vote.

AUTHENTICATION OF DOCUMENTS

Authentication of documents

135. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents effecting the constitution of the Company and any resolution passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts there from as true copies or extracts.

Conclusive evidence of resolutions and extract of minute of meetings

136. A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with the provisions of Article 135 shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

MINUTES AND REGISTER

Minutes to be entered

137. The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all appointments of officers;

(b) of the names of all the Directors present at each meeting of the Board and of any committee of the Board and of the Company in meeting of Members;

(c) of all resolutions and proceedings of meetings of Members and of meetings of the Board and committees of the Board; and

(d) of all orders made by the Board and any committee of the Board.

Such minutes shall be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meetings.

Director to comply with the Act

138. The Company shall in accordance with the provisions of the Act keep at the Office a register containing such particulars with respect to the Directors and managers of the Company as are required by the Act, and shall from time to time notify the Registrar of Companies under the Act of any change in such register and of the date of change in the manner prescribed by the Act.

Minutes kept at registered office

139. The books containing the minutes of proceedings of any meetings of Members shall be kept by the Company at the Office of the Company and shall be open to the inspection of any Member without charge.

Registers to be kept

140. The Company shall also keep at the Company's Office, registers which shall be open to the inspection of any Member without charge and to any other person on payment of not exceeding Ringgit Malaysia ten (RM10.00) for each inspection of all such matters required to be so registered under the Act, and in particular:

(a) a register of substantial shareholders and of information received in pursuance of the requirements under Section 144 of the Act; and

(b) a register of the particulars of each of the Directors shareholding and interests as required under Section 59 of the Act.

SECRETARY

Secretary

141. The Secretary or joint Secretaries shall in accordance with the Act be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit.

SEAL

Authority for use of Seal

142. (1) The Board shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution of the Board, or a committee of the Board authorised to use the Seal. The Board may from time to time (subject to the provisions of this Constitution in relation to share and debenture stock certificates and debentures) make such regulations as it thinks fit determining the persons and the number of such persons in whose presence the Seal or Share Seal shall be affixed and, until otherwise so determined, as to which no person dealing with the Company shall be concerned to see and enquire and subject always to the provisions of this Constitution, the Seal shall be affixed in the presence of at least two (2) authorised officers, one of whom shall be a Director and another counter-signatory shall be either the Secretary or a second Director or some other person appointed by the Board for that purpose, who shall sign every instrument to which the Seal is affixed.

(2) The Company may exercise the powers conferred by Section 62 of the Act with regard to having an official Seal for use abroad, such powers shall be vested in the Board.

(3) The Company may also have a Share Seal pursuant to Section 63 of the Act.

ACCOUNTS

Book of account open to inspection by the Board

143. The Board and managers of the Company shall cause to be kept and shall distribute copies of financial statements and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board or by the Company in meeting of Members except as conferred by statute or authorised by the Board or by the Company in meeting of Members. Subject always to Section 245(5) and (6) of the Act the books of account or records of operations shall be kept at the Company's Office or at such other place as the Board thinks fit and shall always be open to inspection by the Board.

Preparation and issuance of audited financial statements and Directors’ report

144. The Board shall cause to be prepared, sent to every Member and laid before the Company in its annual general meeting the audited financial statements and Directors’ report in accordance with the Act. The interval between the close of a financial year of the Company and the issue of the annual audited financial statements, the Directors’ and Auditors’ reports shall not exceed four (4) months. A copy of each such documents shall not less than twenty-one (21) days before the date of the meeting (or such shorter period, as may be agreed by all Members entitled to attend and vote at the annual general meeting) be sent to every Member of and to every holder of debentures of the Company under the provisions of the Act or of this Constitution. The requisite number of copies of each such document as may be required by the Exchange upon which the Company's shares may be listed shall at the same time be likewise sent to each Exchange Provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Company's Office.

AUDIT

145. The Auditors shall be appointed for each financial year by ordinary resolution at the annual general meeting of the Company in accordance with Section 271 of the Act.

DIVIDENDS AND RESERVES

Distribution of dividends out of profit

146. The Board may authorise a distribution of dividends to the Members out of profits of the Company available if the Company is solvent but no dividend shall exceed the amount as authorised by the Board.

Setting aside profits

147. The Board may, before authorising any distribution of dividend, set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and may from time to time vary or realise such investments and dispose of all or any part thereof for the benefit of the Company, may divide any reserve fund into such special funds as it thinks fit, with all power to employ the assets constituting the reserve fund in the business of the Company and without being bound, keep the same separate from the other assets. The Directors may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

148. Subject to the rights of any person entitled to shares with special rights as to dividend, all dividend shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

149. The Board may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

Dividend due may be retained until registration

150. The Board may retain the dividend payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same.

Unclaimed dividends may be invested

151. Subject to the Unclaimed Moneys Act 1965, all dividends unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed or paid pursuant to the Unclaimed Moneys Act 1965.

Distribution of specific assets

152. The Board in authorising a distribution of dividends may direct payments of such dividends wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any or more of such ways and where any difficulty arises in regard to payment of such distribution, the Board may settle the same as it thinks expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Board.

Mode of Payment

153. Any dividend, interest or other money payable, in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder who is named on the Record of Depositors or Register of Members or paid via electronic transfer of remittance to the Account or to such person and to such address or such Account as the holder may in writing direct. Every such cheque or warrant or electronic transfer remittance shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant or via electronic transfer of remittance shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon or the instruction for the electronic transfer of remittance has been forged. Every such cheque or warrant or electronic transfer of remittance shall be sent at the risk of the person entitled to the money thereby represented.

For the purposes of this Article, "Account" shall mean a bank account maintained at a Malaysia bank which is participant of the Malaysian Electronic Payment System (MEPS) (or such other system as may from time to time be established in substitution thereof or in addition thereto, by whatever name so called) or such other bank account as may be acceptable to the Company and notified in writing to the Members. Particulars of the Account shall be provided by the holder who is named on the Record of Depositors or Register of Members electing for payment via electronic transfer of remittance, to the Company, in such manner as shall be determined by the Company.

CAPITALISATION OF PROFITS

Bonus Issue

154. The Company in a meeting of Members may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions or conditions that the same be not paid in cash but be applied either in or towards paying any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution.

Power for application of undivided profits

155. Whenever such a resolution as aforesaid shall have been passed and the Board shall make all appropriations of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any, and generally shall do all acts things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional part of a share or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions, and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions to the profits resolved to be capitalised or the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

LANGUAGE

Translation

156. Where any financial statements minute books or other records required to be kept by the Act are not kept in the Malay or English Language, the Board shall cause a true translation of such financial statements, minute books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original financial statements, minute books and other records as are required to be kept by the Act.

NOTICE

Service of notices and/or documents

157. Any notice or documents required to be sent to Members may be given by the Company or the Secretary to any Member:

(a) in hard copy, either personally or sent by post to him in a prepaid letter addressed to him at his last known address; or

(b) in electronic form, and sent by the following electronic means:

(i) transmitting to his last known electronic mail address;

(ii) publishing the notice or document on the Company's website provided that a notification of the publication of the notice or document on the website via hard copy or electronic mail [or short messaging service] has been given in accordance with Section 320 of the Act and the Listing Requirements; or

(iii) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication or making available of the notice or document on the electronic platform via hard copy or electronic mail [or short messaging service] has been given to them accordingly.

When service effected

158. Any notice or document shall be deemed to be served by the Company to a Member:

(a) where the notice or document is sent in hard copy if by post:

(i) on the day the prepaid letter, envelope or wrapper containing such notice or documents is posted. In providing service by post, a letter from the Secretary certifying that the letter, envelope or wrapper containing the notice or document was so addressed and posted to the Member shall be sufficient to prove that the letter, envelope or wrapper was so addressed and posted; or

(b) where the notice or document is sent by electronic means:

(i) via electronic mail, at the time of transmission to a Member's electronic mail address pursuant to Article 157(b)(i), provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company;

(ii) via publication on the Company's website, on the date the notice or document is first made available on the Company's website, provided that the notification on the publication of notice or document on website has been given pursuant to Article 157(b)(ii); or

(iii) via electronic platform maintained by the Company or third parties, on the date the notice or document is first made available thereon provided the notification on the publication or making available of the notice or document on the relevant electronic platform has been given pursuant to Article 157(b)(iii).

In the event that service of a notice or document pursuant to this Article is unsuccessful, the Company must, within two (2) market days from discovery of delivery failure, make alternative arrangements for service by serving the notice or document in hard copy in accordance with Article 157(a) hereof.

Last known address for service

159. A Member's address, electronic mail address and any other contact details, provided to the Depository shall be deemed as the last known address or electronic mail address or contact details provided by the Member to the Company for purposes of communication including but not limited to service of notices and/or documents to the Member.

Notice in case of death or bankruptcy

160. A notice and/or document required to be sent to Members may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through representatives of the deceased or assignee of the bankrupt, or by any like description, at his last known address in any manner in which the same might have been if the death or bankruptcy had not occurred. Every person who, by operation of law, transfer transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice and/or document in respect of such share, which prior to his name and address being entered in the Register of Members or Record of Depositors as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share.

Who may receive notice of meeting of Members

161. (1) Notice of every meeting of Members shall be given in any manner hereinbefore mentioned to:

(a) every Member at his last known address;

(b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;

(c) the Auditors of the Company;

(d) the Directors of the Company; and

(e) every Exchange in which the Company is listed.

(2) Any notice and/or document required by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them, and not expressly provided for by this Constitution or which cannot for any reason be served in the manner referred to in this Constitution shall be sufficiently given if given by advertisement, and any notice and/or document required to be or which may be given by advertisement, shall be deemed to be duly advertised once advertised in a widely circulated newspaper in Malaysia in the national language and/or English language, subject to Applicable Laws.

COMPLIANCE

Compliance with statutes, regulations and rules

162. The Company shall comply with all Applicable Laws all Applicable Laws, notwithstanding any provisions in this Constitution to the contrary.

WINDING-UP

Distribution of assets in specie

163. If the Company is wound up the liquidator may after the payment or satisfaction of all liabilities of the Company including preferred payments under the Act, with the sanction of a special resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

164. Save that this Article shall be without prejudice to the rights of holders of shares issued upon special terms and conditions the following provisions shall apply:

(a) If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively; and

(b) If in a winding-up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up the excess shall be distributed, among the Members in proportion to the capital paid-up, or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively.

Voluntary liquidation

165. On the voluntary liquidation of the Company, no commission or fee shall be paid to the liquidator unless it shall have been ratified by Members. The amount of such payment shall be notified to all Members at least seven (7) days prior to the meeting at which it is to be considered.

SECRECY CLAUSE

Discovery of the Company’s confidential information

166. Save as may be provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading, manufacturing or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Members to communicate to the public.

INDEMNITY AND INSURANCE

Indemnity and insurance for the Company’s officers and Auditors

167. Subject to the provisions of the Applicable Laws, every Director, Managing Director, Auditor, Secretary and other officers (as defined in the Act) for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him and the Company may effect insurance for such persons such liability.

RECONSTRUCTION

Power of the Board and liquidators to accept shares, as consideration for sale

168. On the sale of the undertaking of the Company, the Board or the liquidators on a winding-up may, if authorised by a special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit), or the liquidators (on a winding-up), may distribute such shares or securities, or any property of the Company amongst the Members without realisation, or vest the same in trust for them and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in the case of the Company which is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 475 of the Act as are incapable of being varied or excluded by this Constitution.

ALTERATION OF CONSTITUTION

Effects of the Applicable Laws

169. Notwithstanding anything contained in this Constitution:

(a) If the Applicable Laws prohibit an act being done, that act shall not be done. Nothing contained in this Constitution prevents an act being done that the Applicable Laws require to be done.

(b) If the Applicable Laws require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).

(c) If the Applicable Laws require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision.

(d) If the Applicable Laws require this Constitution not to contain a provision and it contains a provision, this Constitution is deemed not to contain that provision.

(e) If any provision of this Constitution is or becomes inconsistent with the Applicable Laws, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

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