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Plantation

SIME DARBY PLANTATION BERHAD

(Company No. 647766-V)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

**PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR EXISTING RECURRENT
RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

The resolution in respect of the above proposal will be tabled as Special Business at the Sixteenth Annual General Meeting of the Company. The notice of the Sixteenth Annual General Meeting of the Company together with the Form of Proxy are set out in the 2018 Annual Report of the Company uploaded together with this Circular.

As a shareholder, in the event you wish to appoint a proxy, please complete, sign and return the Form of Proxy in the 2018 Annual Report of the Company in accordance with the instructions printed thereon. The completed Form of Proxy must be deposited at the office of the Share Registrar of the Company, Tricor Investor & Issuing House Services Sdn Bhd, at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia no later than Wednesday, 22 May 2019 at 10.00 a.m. The completion and lodgement of the Form of Proxy will not preclude you from attending and voting in person at the Annual General Meeting should you subsequently decide to do so.

Date and time of the Annual General Meeting	:	Thursday, 23 May 2019 at 10.00 a.m.
Venue of the Annual General Meeting	:	Grand Ballroom, First Floor Sime Darby Convention Centre 1A, Jalan Bukit Kiara 1 60000 Kuala Lumpur, Malaysia

DEFINITIONS

Except where the context otherwise requires, the following definitions (in alphabetical order) shall apply throughout this Circular (definition denoting singular number shall also include the plural and vice-versa, where applicable):

2018 Annual Report	:	Annual Report of the Company for the six (6)-month financial period ended 31 December 2018
AGM	:	Annual General Meeting of the Company
ASB	:	AmanahRaya Trustees Berhad - Amanah Saham Bumiputera, a major shareholder of SDP
Board	:	Board of Directors of SDP
Bursa Securities	:	Bursa Malaysia Securities Berhad (Company No. 635998-W)
CA 2016	:	Companies Act 2016, as may be amended from time to time and any re-enactment thereof
Circular	:	This Circular dated 24 April 2019
Director(s)	:	Shall have the meaning given in Section 2(1) of the Capital Markets and Services Act 2007, and for the purpose of the Proposed Shareholders' Mandate, 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 Director or the Chief Executive of SDP and its subsidiaries
LPD	:	5 April 2019, being the latest practicable date prior to the date of this Circular
GAC	:	Governance & Audit Committee of the Board of SDP
Major Shareholder(s)	:	A person who has an interest or interests in one (1) or more voting shares in a company and the number or aggregate number of those shares, is: (i) 10% or more of the total number of voting shares in the Company; or (ii) 5% or more of the total number of voting shares in the Company where such person is the largest shareholder of the company;

and for the purposes of the Proposed Shareholders' Mandate, "Major Shareholder" shall include 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 SDP, or any other company which is its subsidiary or holding company

For the purposes of this definition, "interest in shares" shall have the meaning given in Section 8 of the CA 2016

DEFINITIONS (*Continued*)

- MMLR : The Main Market Listing Requirements of Bursa Securities and any amendment made thereto from time to time and any Practice Notes issued in relation thereto
- Person(s) Connected : In relation to Director or Major Shareholder means such person who falls under any one of the following categories:
- (i) a family member of the Director or Major Shareholder. Family in relation to a person means such person who falls within any one of the following categories:
 - (a) spouse;
 - (b) parent;
 - (c) child including an adopted child and step-child;
 - (d) brother or sister; and
 - (e) spouse of the person referred to in subparagraphs (c) and (d) above.
 - (ii) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Director or Major Shareholder, or a family member of the Director or Major Shareholder, is the sole beneficiary;
 - (iii) a partner of the Director or Major Shareholder;
 - (iv) a person, or where the person is a body corporate, the body corporate or its Directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;
 - (v) a person, or where the person is a body corporate, the body corporate or its Directors, in accordance with whose directions, instructions or wishes the Director or Major Shareholder is accustomed or is under an obligation, whether formal or informal, to act;
 - (vi) a body corporate in which the Director or Major Shareholder, or persons connected with the Director or Major Shareholder are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
 - (vii) a body corporate which is a related corporation of the Director or Major Shareholder
- PNB : Permodalan Nasional Berhad (Company No. 38218-X)
- Proposed Shareholders' Mandate : Proposed renewal of shareholders' mandate for existing Recurrent Related Party Transactions for the SDP Group in the ordinary course of business of the SDP Group
- Recurrent Related Party Transaction(s) : Related Party Transaction(s) which is recurrent, of a revenue or trading nature, and which is necessary for the day-to-day operations of the SDP Group

DEFINITIONS (*Continued*)

Related Party(ies)	:	Director(s), Major Shareholder(s) or Person(s) Connected with such Director or Major Shareholder
		For the purpose of the Proposed Shareholders' Mandate, the Related Parties are set out in Section 2.3 of this Circular
Related Party Transaction	:	A transaction entered into by the SDP Group which involves the interests, direct or indirect, of a Related Party
RM and sen	:	Ringgit Malaysia and sen, respectively
SDB	:	Sime Darby Berhad (Company No. 752404-U)
SDP or the Company	:	Sime Darby Plantation Berhad (Company No. 647766-V)
SDP Group or the Group	:	SDP and its subsidiary companies, collectively
SD Property	:	Sime Darby Property Berhad (Company No. 15631-P)

All references to "our Company" or "SDP" in this Circular are to Sime Darby Plantation Berhad and references to "our Group" are to our Company and our subsidiaries. References to "we", "us", "our" and "ourselves" are to our Company and, where the context otherwise requires, our subsidiaries.

All references to "you" in this Circular are to the shareholders of our Company.

Words denoting the singular shall, where applicable, 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, unless otherwise specified.

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 a time of day and date in this Circular is a reference to Malaysian time and date, respectively.

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Plantation

SIME DARBY PLANTATION BERHAD
(Company No. 647766-V)
(Incorporated in Malaysia under the CA 2016)

Registered Office

Level 10, Main Block, Plantation Tower
No. 2, Jalan PJU 1A/7
Ara Damansara
47301 Petaling Jaya
Selangor Darul Ehsan
Malaysia

24 April 2019

Board of Directors

Tan Sri Dato' A. Ghani Othman (*Non-Independent Non-Executive Chairman*)
Tan Sri Dato' Seri Mohd Bakke Salleh (*Executive Deputy Chairman & Managing Director*)
Tan Sri Datuk Dr Yusof Basiran (*Independent Non-Executive Director*)
Muhammad Lutfi (*Independent Non-Executive Director*)
Datuk Zaiton Mohd Hassan (*Senior Independent Non-Executive Director*)
Dato' Mohd Nizam Zainordin (*Non-Independent Non-Executive Director*)
Dato' Mohamad Nasir Ab Latif (*Non-Independent Non-Executive Director*)
Dato' Henry Sackville Barlow (*Independent Non-Executive Director*)
Zainal Abidin Jamal (*Non-Independent Non-Executive Director*)
Tan Ting Min (*Independent Non-Executive Director*)
Lou Leong Kok (*Independent Non-Executive Director*)

To: The Shareholders of SDP

Dear Sir/Madam

PROPOSED SHAREHOLDERS' MANDATE

1. INTRODUCTION

At the Fifteenth AGM held on 21 November 2018, the Company had obtained a mandate from its shareholders to allow the subsidiaries of the Company to enter into Recurrent Related Party Transactions which are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the Related Parties than those generally available to the public (2018 Shareholders' Mandate). The 2018 Shareholders' Mandate shall, in accordance with the MMLR, expire at the conclusion of the forthcoming Sixteenth AGM which will be held on 23 May 2019 unless renewal of the 2018 Shareholders' Mandate is obtained from the shareholders at the said AGM.

In respect of the above, the Board had, on 5 April 2019, resolved to seek shareholders' approval at the forthcoming Sixteenth AGM of the Company on the Proposed Shareholders' Mandate. An announcement was made to Bursa Securities on 5 April 2019 on the Company's intention to seek the approval of its shareholders for the Proposed Shareholders' Mandate in accordance with Paragraph 10.09 of the MMLR.

The purpose of this Circular is to provide you with details of the Proposed Shareholders' Mandate and to seek your approval of the ordinary resolution pertaining to the Proposed Shareholders' Mandate to be tabled at the forthcoming Sixteenth AGM. An extract of the Notice of the Sixteenth AGM is enclosed in this Circular for your ease of reference.

The Proposed Shareholder's Mandate will take effect from the date of the passing of the ordinary resolution for which approval is being sought at the Sixteenth AGM, and shall remain in effect until the conclusion of the next AGM of SDP (Proposed Mandate Period). Thereafter, shareholders' approval for the renewal of the Proposed Shareholders' Mandate will be sought at each subsequent AGM of the Company, if necessary.

YOU ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE ORDINARY RESOLUTION PERTAINING TO THE PROPOSED SHAREHOLDERS' MANDATE AT THE FORTHCOMING SIXTEENTH AGM.

2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE

2.1 Introduction

- (i) Pursuant to Paragraph 10.09 of the MMLR, the Company may seek from its shareholders the Proposed Shareholders' Mandate in respect of Recurrent Related Party Transactions, subject to the following:
 - (a) the transactions are in the ordinary course of business and are on terms which are 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 the aggregate value is equal to or more than the thresholds below:
 - (aa) the consideration, value of the assets, capital outlay or costs of the Recurrent Related Party Transactions is RM1 million or more; or
 - (bb) the percentage ratio of such Recurrent Related Party Transaction is 1% or more,whichever is the higher;
 - (c) the circular to shareholders for the shareholders' mandate includes the information as may be prescribed by Bursa Securities;
 - (d) in a meeting to obtain the shareholders' mandate, the interested Director(s), interested Major Shareholder(s) or interested person(s) 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 to approve the transactions. An interested Director or interested Major Shareholder must ensure that person(s) 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 Recurrent Related Party Transaction entered into by the SDP Group exceeds the estimated value of the Recurrent Related Party Transaction disclosed in this Circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.

- (ii) The Proposed Shareholders' Mandate, if approved, will take effect from the date of the forthcoming Sixteenth AGM, subject to annual renewal and shall continue to be in force until:
 - (a) the conclusion of the next AGM of the Company following the forthcoming Sixteenth AGM at which such mandate is passed, at which time it will lapse, unless by an ordinary resolution passed at the next AGM the Mandate is renewed; or
 - (b) the expiration of the period within which the next AGM is to be held pursuant to Section 340(2) of CA 2016 (but shall not extend to such extensions as may be allowed pursuant to Section 340(4) of CA 2016); or
 - (c) the authority is revoked or varied by ordinary resolution passed by shareholders in a general meeting of the Company,

whichever is the earlier.

Thereafter, approval from shareholders will be sought, if necessary, for the renewal of the Proposed Shareholders' Mandate for the Recurrent Related Party Transactions at each subsequent AGM.

- (iii) Disclosure will be made in the Company's next Annual Report in accordance with Section 3.1.5 of Practice Note 12 of the MMLR, which requires a breakdown of the aggregate value of the Recurrent Related Party Transactions made pursuant to the Proposed Shareholders' Mandate for the financial period under review, amongst others, based on the following information:
 - (a) the type of Recurrent Related Party Transactions made; and
 - (b) the names of the Related Parties involved in each type of Recurrent Related Party Transactions made, and their relationship with the Company.

The SDP Group in the ordinary course of business, enters into Recurrent Related Party Transactions with certain Related Parties of the Company. Such Recurrent Related Party Transactions will be carried out on arm's length basis and on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

Details of the Recurrent Related Party Transactions under the Proposed Shareholders' Mandate are set out in Section 2.3 of this Circular.

2.2 Principal Activities of the SDP Group

SDP is a limited liability company, incorporated and domiciled in Malaysia. The principal activities of SDP consist of the production, processing, refining and sales of palm oil and palm kernel oil, manufacturing and marketing of specialty fats and edible oils, rubber and other palm oil related products and investment holding.

The principal activities of the Group consist of the production, processing, refining and sales of palm oil and palm kernel oil, manufacturing and blending, marketing and distribution of specialty fats, edible oils, rubber and other palm oil related products, production and sales of sugar and beef, and involvement in other agriculture related business.

The subsidiary companies in the SDP Group to which the Proposed Shareholders' Mandate applies are as follows:

Subsidiaries of SDP	SDP's Effective Equity Interest	Principal Activities
<u>Malaysia</u>		
Chartquest Sdn Bhd (Chartquest)	61.1%	Cultivation of oil palm
Guthrie Industries Malaysia Sendirian Berhad (GIM)	100%	Cultivation of oil palm and processing of palm oil and palm kernel
Guthrie International Investments (L) Ltd	100%	Investment holding
Kumpulan Jelei Sendirian Berhad	100%	Investment holding
Sanguine (Malaysia) Sdn Bhd (Sanguine)	100%	Cultivation of oil palm
Sime Darby Agri-Bio Sdn Bhd (SD AB)	100%	Manufacturing of rat baits and trading of agricultural related products
Sime Darby Austral Holdings Berhad	100%	Investment holding
Sime Darby Oils Bintulu Sdn Bhd (formerly known as Sime Darby Austral Sdn Bhd)	60%	Processing of palm oil and palm kernel oil
Sime Darby Oils Biodiesel Sdn Bhd (formerly known as Sime Darby Biodiesel Sdn Bhd)	100%	Production and sale of biodiesel and related products
Sime Darby Biotech Laboratories Sdn Bhd (SD BL)	100%	Providing research and cloning of oil palm tissue culture services
Sime Darby Bukit Talang Sdn Bhd	100%	Dormant
Sime Darby Foods & Beverages Marketing Sdn Bhd	100%	Distribution and marketing of cooking oil, tocotrienols, guava juices and palm related products
Sime Darby Oils Trading Sdn Bhd (formerly known as Sime Darby Futures Trading Sdn Bhd)	100%	Trading of crude palm oil and palm oil products and sub-marketing agent of refined products
Sime Darby Oils Trading (Labuan) Limited (formerly known as Sime Darby Global Trading (Labuan) Limited)	100%	Trading of commodity
Sime Darby Oils Pasir Gudang Refinery Sdn Bhd (formerly known as Sime Darby Kempas Sdn Bhd)	100%	Processing of edible oil and related products
Sime Darby Latex Sdn Bhd (SD Latex)	100%	Investment property activity
Sime Darby Plantation (Sabah) Sdn Bhd (SDP Sabah)	100%	Cultivation of oil palm and processing of palm oil and palm kernel
Sime Darby Plantation (Sarawak) Sdn Bhd (SDP Sarawak)	100%	Cultivation of oil palm and processing of palm oil and palm kernel
Sime Darby Plantation Childcare Centre Sdn Bhd	100%	Provision of childcare services to employees
Sime Darby Research Sdn Bhd (SD Research)	100%	Research and development services to group companies in relation to tropical agriculture

Subsidiaries of SDP	SDP's Effective Equity Interest	Principal Activities
Sime Darby Seeds & Agricultural Services Sdn Bhd (SD SAS)	100%	Agricultural research and advisory services, production and sale of oil palm seeds and seedlings
Sime Darby Technology Centre Sdn Bhd (SD TC)	100%	Research and development services in biotechnology and agriculture
The China Engineers (Malaysia) Sdn Bhd (TCEM)	100%	Cultivation of oil palm and processing of palm oil and palm kernel
Wangsa Mujur Sdn Bhd (WMSB)	72.5%	Cultivation of oil palm and processing of palm oil and palm kernel
<u>Cayman Islands</u>		
Sime Darby International Investments Limited	100%	Investment holding
<u>Hong Kong</u>		
Sime Darby China Oils And Fats Company Limited	100%	Investment holding
Sime Darby Hong Kong Nominees Limited	100%	Investment holding
<u>Indonesia</u>		
PT Aneka Intipersada	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Aneka Sawit Lestari	100%	Production and sale of oil palm planting materials
PT Anugerah Sumbermakmur	100%	Investment holding
PT Asricipta Indah	90%	Investment holding
PT Bahari Gembira Ria	99.3%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Bersama Sejahtera Sakti	91.1%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Bhumireksa Nusasejati	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Bina Sains Cemerlang	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Budidaya Agro Lestari	100%	Cultivation of oil palm
PT Sime Darby Oils Pulau Laut Refinery (formerly known as PT Golden Hope Nusantara)	100%	Processing of palm oil products
PT Indo Sukses Lestari Makmur	95%	Development of rubber plantation
PT Indotruba Tengah	50%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Kartika Inti Perkasa	60%	Investment holding
PT Kridatama Lancar	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Ladangrumpun Suburabadi	100%	Cultivation of oil palm and processing of palm oil and palm kernel

Subsidiaries of SDP	SDP's Effective Equity Interest	Principal Activities
PT Laguna Mandiri	88.6%	Cultivation of oil palm and processing of palm oil, palm kernel and palm kernel oil
PT Lahan Tani Sakti	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Langgeng Muaramakmur	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Minamas Gemilang	100%	Investment holding
PT Mitra Austral Sejahtera	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Muda Perkasa Sakti	100%	Investment holding
PT Padang Palma Permai	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Paripurna Swakarsa	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Perkasa Subur Sakti	100%	Processing of palm oil and palm kernel
PT Perusahaan Perkebunan Industri dan Niaga Sri Kuala	100%	Cultivation of oil palm
PT Sajang Heulang	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Sandika Natapalma	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Sime Agri Bio	100%	Trading of agricultural related products
PT Sime Indo Agro	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Sritijaya Abaditama	60%	Investment holding
PT Swadaya Andika	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Tamaco Graha Krida	90%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Teguh Sempurna	100%	Cultivation of oil palm and processing of palm oil and palm kernel
PT Tunggal Mitra Plantations	60%	Cultivation of oil palm and processing of palm oil and palm kernel
<u>Liberia</u>		
Sime Darby Plantation (Liberia) Inc	100%	Cultivation of oil palm and rubber and processing of palm oil and palm kernel
<u>Mauritius</u>		
Golden Hope Overseas Capital	100%	Investment holding
<u>Netherlands</u>		
Sime Darby Oils Zwijndrecht Refinery B.V. (formerly known as Sime Darby Unimills B.V.)	100%	Processing and marketing of edible oil and related products

Subsidiaries of SDP	SDP's Effective Equity Interest	Principal Activities
<u>Papua New Guinea</u>		
Kula Palm Oil limited	100%	Cultivation of oil palm and processing of palm oil, palm kernel and palm kernel oil
New Britain Palm Oil Limited (NBPOL)	100%	Investment holding, cultivation of oil palm and processing of palm oil, palm kernel and palm kernel oil
Poliamba Limited	100%	Cultivation of oil palm and processing of palm oil, palm kernel and palm kernel oil
Ramu Agri-Industries Limited	100%	Cultivation of oil palm and growing canes, cattle rearing, processing and sale of palm oil, palm kernel oil, sugar, ethanol and beef
Markham Farming Company Limited	100%	Cultivation of oil palm and processing of coconut oil
<u>Singapore</u>		
Kwang Joo Seng (Malaysia) Private Limited	100%	Dormant
Sime Darby Oils Singapore Limited (formerly known as Sime Darby Plantation Europe Ltd)	100%	Investment holding
Sime Darby Plantation Investment (Liberia) Private Limited	100%	Investment holding
Sime Darby Oils International Limited (formerly known as Sime Darby Edible Products Limited)	100%	Marketing of edible oil and related products
<u>Solomon Islands</u>		
Guadalcanal Plains Palm Oil Limited	80%	Cultivation of oil palm and processing of palm oil, palm kernel and palm kernel oil
<u>South Africa</u>		
Sime Darby Oils South Africa (Pty) Ltd (formerly known as Sime Darby Hudson And Knight (Pty) Ltd)	100%	Processing and marketing of edible oil and related products
<u>Thailand</u>		
Industrial Enterprise Company Limited	99.9%	Processing of soya bean oil and related products
Morakot Industries Public Company Limited	99.9%	Processing and marketing of edible oil and related products
<u>United Kingdom</u>		
Sime Darby Oils Liverpool Refinery Limited (formerly known as New Britain Oils Limited)	100%	Processing of edible oil and related products

2.3 Classes of Related Parties and Details of Recurrent Related Party Transactions

The class and nature of the Recurrent Related Party Transactions which have been entered into and are to be entered into by the SDP Group with the Related Parties which involve the interest of the common major shareholder, ASB, during the Proposed Mandate Period are detailed as follows:

	Transacting Party within the SDP Group	Transacting Related Parties ¹	Nature of Transactions	Estimated Aggregate Value from 21 November 2018 to 23 May 2019 ²	Actual Value from 21 November 2018 to 5 April 2019 ³	Estimated Aggregate Value from the Forthcoming AGM on 23 May 2019 to the next AGM ⁴
				(RM' million)	(RM' million)	(RM' million)
Transactions with Subsidiaries of SDB						
1.	SDP	Kumpulan Sime Darby Berhad (KSDB)	Leaseback of the Malaysia Vision Valley (MVV) Land 1 from KSDB to SDP for the SDP Group to carry out planting/replanting, maintenance of oil palm, harvesting and selling of fresh fruit bunches (FFB) for 3,560 hectares ⁵ of Labu and New Labu Estates located at Mukim Labu, Seremban, Negeri Sembilan for a term of three (3) years from 30 June 2017 The rental expenses are payable on a monthly basis ⁶	5.5	2.6	8.2
2.	SDP	Sime Darby Malaysia Berhad (SDMB)	Grant of a non-exclusive, non-assignable and non-transferable licence to use the "SIME DARBY" mark, Sime Darby Shield Device Logo, Shield Device Logo, Sime Darby in Chinese Characters, the "DEVELOPING SUSTAINABLE FUTURES" tagline and the "DELIVERING SUSTAINABLE FUTURES" tagline worldwide, solely in the course of or in connection with SDP's business via the Trademark and Brand Licence Agreement by SDMB to SDP	2.0	2.0	2.0
3.	SDP and Group	Sime Darby Global Services Centre Sdn Bhd	Receipt of centralised operational support, i.e. payroll, accounting and information technology processing, and other administration services	52.0	34.2	80.0
4.	SDP and its following subsidiaries: <ul style="list-style-type: none"> • SDP Sabah • SDP Sarawak • SD Research • SD SAS • SD AB • SD TC • TCEM 	<ul style="list-style-type: none"> • Sime Darby Auto ConneXion Sdn Bhd • Sime Darby Auto Hyundai Sdn Bhd 	Purchase of motor vehicles and charges for vehicle maintenance services on an ad hoc basis	1.2	1.0	3.2

	Transacting Party within the SDP Group	Transacting Related Parties ¹	Nature of Transactions	Estimated Aggregate Value from 21 November 2018 to 23 May 2019 ² (RM' million)	Actual Value from 21 November 2018 to 5 April 2019 ³ (RM' million)	Estimated Aggregate Value from the Forthcoming AGM on 23 May 2019 to the next AGM ⁴ (RM' million)
	• WMSB					
5.	SDP and its following subsidiaries: <ul style="list-style-type: none"> • SDP Sabah • SDP Sarawak • SD TC • SD BL 	Sime Darby Rent-A-Car Sdn Bhd	Car leasing charges payable on an ad hoc basis	2.5	1.3	3.2
6.	SDP and its following subsidiaries: <ul style="list-style-type: none"> • SDP Sabah • SDP Sarawak • SD Research • SD SAS • SD TC • TCEM • WMSB • GIM • Chartquest • NBPOL • Sanguine 	<ul style="list-style-type: none"> • Sime Kubota Sdn Bhd • Hastings Deering (PNG) Limited • Hastings Deering (Solomon Islands) Limited • Sime Darby Industrial Sdn Bhd 	Purchase of heavy equipment and spare parts, and receipt of maintenance services on an ad hoc basis	45.0	20.5	73.0
7.	SDP Sabah	Sime Darby Energy Solutions Sdn Bhd (formerly known as Sime Darby Offshore Engineering Sdn Bhd)	<p>Design, engineering, procurement, construction, testing, commissioning and completion of palm oil mill effluent biogas power plant for Sandakan Bay, Binuang and Giram.</p> <p>SDP Sabah plans to terminate the engagement of Sime Darby Energy Solutions Sdn Bhd and engage a third party contractor for the remaining work. The amount under the mandate represents the balance of the contract amount due to Sime Darby Energy Solutions Sdn Bhd for the work performed.</p>	3.3	0.0	0.9
			Total	111.5	61.6	170.5
Transactions with SD Property and its subsidiaries						
8.	SDP	Sime Darby Elmina Development Sdn Bhd	Rental income from the tenancy of quarry land of 80.14 hectares of Tanah Merah Estate located at Mukim Jimah, District of Port Dickson, Negeri Sembilan for a term of 30 years from	0.5	0.7	0.8

	Transacting Party within the SDP Group	Transacting Related Parties ¹	Nature of Transactions	Estimated Aggregate Value from 21 November 2018 to 23 May 2019 ² (RM' million)	Actual Value from 21 November 2018 to 5 April 2019 ³ (RM' million)	Estimated Aggregate Value from the Forthcoming AGM on 23 May 2019 to the next AGM ⁴ (RM' million)
			1 January 1995 until 31 December 2024 The rental income is receivable on an annual basis			
9.	SDP and its following subsidiaries: <ul style="list-style-type: none"> • SD Latex • SDP Sabah • Sanguine 	SD Property and its following subsidiaries: <ul style="list-style-type: none"> • Sime Darby Ampar Tenang Sdn Bhd • Sime Darby Property (Bukit Selarong) Sdn Bhd • Sime Darby Property (Nilai) Sdn Bhd • Sime Darby Properties (Sabah) Sdn Bhd • Sime Darby Lukut Development Sdn Bhd • Sime Darby Properties Realty Sdn Bhd • Sime Darby Property (Lembah Acob) Sdn Bhd • Sime Darby Property (Utara) Sdn Bhd • Sime Darby Pagoh Development Sdn Bhd 	Rental expenses from leasing of the following agricultural lands: (i) Six (6) tenancy agreements for a term of two (2) years from 1 July 2017 with an option to renew for a further term of one (1) year in respect of: (a) 95 hectares ⁵ of Bukit Kerayong Estate located at Mukim Kapar, Klang, Selangor (b) 120 hectares ⁵ of Sua Betong Estate located at Mukim Si Rusa, Port Dickson, Negeri Sembilan (c) 61 hectares ⁵ of Mostyn Estate located at Mukim Kunak, Tawau, Sabah (d) 20 hectares ⁵ of Bukit Selarong Estate located at Mukim Naga Lilit, Kulim, Kedah (e) 371 hectares ⁵ of Padang Buluh Estate located at Mukim Bandar Gurun, Kuala Muda, Kedah (f) 138.76 hectares ⁵ of Lanadron Estate located at Mukim Jorak, Muar, Johor (ii) Three (3) tenancy agreements for a term of two (2) years from 1 November 2017 with an option to renew for a further term of one (1) year in respect of: (a) 121 hectares ⁵ of Bukit Selarong Estate located at Mukim Padang Meha, Kulim, Kedah (b) 495 hectares ⁵ of Bukit Lagong Estate located at Mukim Rawang, Gombak, Selangor (c) 206.59 hectares ⁵ of New Labu Estate located at Mukim Labu, Nilai, Negeri Sembilan	4.5	2.2	6.1

	Transacting Party within the SDP Group	Transacting Related Parties ¹	Nature of Transactions	Estimated Aggregate Value from 21 November 2018 to 23 May 2019 ²	Actual Value from 21 November 2018 to 5 April 2019 ³	Estimated Aggregate Value from the Forthcoming AGM on 23 May 2019 to the next AGM ⁴
				(RM' million)	(RM' million)	(RM' million)
			<p>(iii) A tenancy agreement for a term of two (2) years from 1 January 2018 with an option to renew for a further term of one (1) year for 269.5 hectares⁵ of Labu Estate located at Mukim Dengkil, Sepang, Selangor</p> <p>(iv) A tenancy agreement for a term of two (2) years from 1 November 2017 with an option to renew for a further term of one (1) year for 563.05 hectares⁵ of Elmina Estate located at Mukim Rawang, Gombak, Selangor</p> <p>(v) A tenancy agreement for a term of three (3) years from 29 September 2017 with an option to renew for a further three (3) years of the MVV Land 2 for 760.95 hectares⁵ of Labu and New Labu Estates located at Mukim Labu, Seremban, Negeri Sembilan</p> <p>The rental expenses are payable on a monthly basis⁶</p>			
			Total	5.0	2.9	6.9
Transaction with Yayasan Sime Darby⁷						
10.	SDP	Yayasan Sime Darby	<p>Rental income from office space located at Level 5, Block C, Plantation Tower for a period of 12 months commencing 1 July 2018 with an option to extend for a further three (3) years</p> <p>The rental income is receivable on a monthly basis</p>	0.3	0.2	0.4
Transaction with UMW Holdings Berhad (UMWH) Group¹						
11.	SDP	Subsidiary of UMWH, namely UMW Toyota Motor Sdn Bhd	Purchases of motor vehicles	1.0	0.5	1.0
GRAND TOTAL				117.8	65.2	178.8

Notes:

- ¹ ASB is a major shareholder of SDP with 43.66% direct equity interest in SDP as at LPD and is deemed interested in the Recurrent Related Party Transactions (Interested Major Shareholder). ASB is also a Major Shareholder of SDB and SD Property with 42.42% direct equity interest in SDB and 43.87% direct equity interest in SD Property, as at LPD. ASB is also a Major Shareholder of UMW, holding 40.81% direct equity interest as at LPD.
- ² The Estimated Aggregated Value as disclosed in the preceding year's circular to shareholders dated 23 October 2018.
- ³ For the period from 21 November 2018 to LPD, the Grand Total Actual Value has not exceeded the Estimated Aggregate Value of the Existing Shareholders' Mandate by 10% or more.
- ⁴ Due to the nature of the transactions, the actual value of the transactions may vary and are subject to change from the Estimated Aggregate Values disclosed above. The estimated value is based on the assumption that the next AGM of SDP will be held by June 2020. The estimated value is subject to change if the next AGM is held earlier or later than the expected date of the AGM.
- ⁵ The hectares refer to total planted area.
- ⁶ Pursuant to the respective tenancy agreements, the tenant has agreed to pay the landlord the rent based on the price of crude palm oil (CPO) which shall be calculated as follows:

$$\frac{\text{The preceding month's average price of CPO per metric tonne for Malaysia} \\ \times \text{total planted area (in hectares)}}{12}$$

The average price of CPO refers to the average Malaysian Palm Oil Board delivered CPO price per metric tonne for Malaysia for the month preceding the pay date.

- ⁷ SDP, SDB and SD Property are the registered corporate members of Yayasan Sime Darby, a company limited by guarantee.

2.4 Amount Due and Owing by Related Parties

For the six (6)-month financial period ended 31 December 2018, there were no amounts due and owing to the SDP Group by its Related Parties pursuant to the Recurrent Related Party Transactions which have exceeded the credit terms. Hence, there were no late payment charges imposed on the Related Parties.

2.5 Review Procedures on Recurrent Related Party Transactions

The SDP Group has established guidelines and procedures to ensure that Recurrent Related Party Transactions are undertaken at arm's length, on normal commercial terms consistent with the Group's normal business practices and policies which are not more favourable to the Related Parties than those generally available to the public, and are not to the detriment of our minority shareholders. Our GAC has been tasked with the review of such transactions. We have established the following procedures and guidelines for the review of Recurrent Related Party Transactions:

- (i) A list of Related Parties shall be circulated to the business and operating units, updated on a quarterly basis, for their reference to ensure that all transactions with such Related Parties are undertaken on arm's length basis and on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and which are not to the detriment of our minority shareholders. These include transacting at the prevailing market rates/prices of the service or product on the provider's usual commercial terms (including, where appropriate, preferential rates and discounts accorded for bulk purchases which are the same as those accorded for third-party bulk purchases), or otherwise in accordance with applicable industry norms. Other criteria to be taken into consideration include quality of the products and services, track record, experience, financial position of the supplier or vendor, speed of delivery and certification.

- (ii) The Group's Internal Guidelines on Related Party Transactions (Guidelines) are uploaded on SDP's internal portal. The Guidelines serves as a guide to business and operating units for the purpose of monitoring Related Party Transactions and Recurrent Related Party Transactions for compliance with the MMLR. The business and operating units are made aware of the requirements to monitor, and record and report on all Recurrent Related Party Transactions for compilation and reporting to Group Finance.
- (iii) The Group Corporate Assurance Plan incorporates a review of the Recurrent Related Party Transactions entered into, as well as Management's systems and procedures to capture and compile information on such transactions, on annual basis.
- (iv) Any member of the GAC may, as he deems fit, request for additional information pertaining to Recurrent Related Party Transactions from independent sources or advisers in the discharge of his duties.
- (v) Details of the Recurrent Related Party Transactions made during the financial year as disclosed in this Circular will be submitted by subsidiaries to Group Finance for disclosure in the Company's next Annual Report.
- (vi) There are no specific thresholds for approval of Recurrent Related Party Transactions within the Group. All business and operating units are required to comply with the SDP Group Policies and Authorities (GPA). The GPA establishes the minimum standards of corporate governance practices expected of the companies within the SDP Group in pursuit of SDP's corporate objectives. The GPA covering the following areas apply to Related Party Transactions and Recurrent Related Party Transactions:
 - (a) the limits of authority under the GPA govern the processes on Related Party Transactions and Recurrent Related Party Transactions to ensure that the transactions are executed on an arm's length manner. The holder of a limit of authority has no authority to enter into any transaction in which he has an interest.
 - (b) policies on conflicts of interest which require Directors and employees to act in good faith at all times in the best interest of the companies within the Group.
 - (c) the Group Corporate Assurance team reviews the internal control systems of the Group so as to reasonably provide assurance to the Board, the GAC and Management of the proper conduct and adherence to controls and procedures.
 - (d) policies on purchases of the Group's products by Directors' and persons connected with Directors which should not be on terms that are more favourable than those offered to employees and the public. Directors are required to notify the Group Secretary of any direct sales to them and/or persons connected with them.
 - (e) tendering procedures to ensure that competitive and fair bidding principles are observed in the procurement of goods and services. This includes the setting up of tender, evaluation and opening committees and having a sufficient number of vendors (normally not less than five (5) will be invited) to bid. Prices/proposals are submitted in sealed envelopes or submitted electronically through a closed channel. The bids are opened by the opening committee and thereafter are appropriately evaluated, deliberated and documented.
- (vii) Where a Director has an interest (direct or indirect) in any Recurrent Related Party Transaction, such Director shall abstain from deliberation and voting on any decision to be taken by the Board in respect of such Recurrent Related Party Transaction, if any, and the Director shall also ensure that persons connected with him also abstain from voting in respect of the resolution on the Recurrent Related Party Transaction at the general meeting of SDP. Where any member of the GAC has interest in any Recurrent Related Party Transaction, that member shall abstain from deliberation and voting on any decision to be taken by the GAC with respect of such transaction.

- (viii) At least two (2) other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as comparison, where possible, to determine whether the price and terms offered to/by the Related Party 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.

In the event the quotation or comparative price from unrelated third parties cannot be obtained (for example, if there are no unrelated third party vendors/customers of similar products or services, or if the products or services is a proprietary item), the transaction price will be determined through price negotiation based on market knowledge and on normal commercial terms with the Related Party. The comparison will be based on those offered by other unrelated parties for substantially similar type of transactions, where available, to ensure that the Recurrent Related Party Transactions are fair, reasonable and on normal commercial terms and not detrimental to the SDP Group.

- (ix) The business and operating units shall inform Group Finance by completing the Related Party Transaction Disclosure Form. In the event the Recurrent Related Party Transactions exceed the Group's threshold of RM131 million (i.e. 1% of the Net Assets attributable to shareholders of SDP as at 31 December 2018) and which a shareholders' mandate has not been obtained or has exceeded the shareholders' mandate by 10% or more, an announcement shall be made to Bursa Securities.
- (x) A register shall be maintained to record all Recurrent Related Party Transactions entered into pursuant to the Proposed Shareholders' Mandate.
- (xi) Details of all Recurrent Related Party Transactions made during each quarter and the cumulative amount shall be tabled to the GAC every quarter for its consideration and to the Board for information.

2.6 Statement by the Governance & Audit Committee

The GAC has seen and reviewed the guidelines and procedures in Section 2.5 above and is satisfied that the guidelines and procedures established for Recurrent Related Party Transactions are sufficient to ensure that such transactions will be carried out in a fair and reasonable manner and on normal commercial terms which are not prejudicial to the interests of shareholders, are in the best interest of the SDP Group, and are on terms that are 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 SDP.

The GAC is of the view that the Group has put in place adequate procedures and processes to identify, monitor and track Recurrent Related Party Transactions in a timely and orderly manner, and will, at its discretion, amend the guidelines and procedures which are no longer appropriate or adequate, to ensure that the Recurrent Related Party Transactions are, at all times, carried out on terms consistent with the Group's practices and are not to the detriment of the minority shareholders. These procedures and processes are reviewed on an annual basis.

As at LPD, the GAC comprised the following members:

- Datuk Zaiton Mohd Hassan (Chairman/Senior Independent Non-Executive Director)
- Dato' Mohd Nizam Zainordin (Non-Independent Non-Executive Director)
- Dato' Henry Sackville Barlow (Independent Non-Executive Director)
- Ms Tan Ting Min (Independent Non-Executive Director).

3. RATIONALE AND BENEFITS OF THE PROPOSED SHAREHOLDERS' MANDATE

The rationale and benefits of the Proposed Shareholders' Mandate are as follows:

- (i) To facilitate transactions with Related Parties which are in the ordinary course of business of the Group, undertaken on arms' length basis, fair, reasonable and on normal commercial terms and on terms which are not more favourable to the Related Parties than those generally available to the public, and are not detrimental to the interests of the minority shareholders.
- (ii) To meet the business needs of the Group on the best possible terms as well as to explore beneficial business opportunities with the Related Parties. The Group has had long-standing business relationships with the Related Parties and the close co-operation has reaped mutual benefits which are expected to continue to be beneficial to the business of the Group.
- (iii) The necessity to make frequent announcements to Bursa Securities and to convene separate general meetings from time to time to seek shareholders' approval as and when such Recurrent Related Party Transactions occur as required under the MMLR will not arise. This will substantially reduce administrative time and expenses associated with the making of announcements or the convening of such meetings on an ad-hoc basis, without compromising the corporate objectives of the Group or adversely affecting the business opportunities available to the Group.

4. EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE

The Proposed Shareholders' Mandate will not have any effect on the share capital, substantial shareholders' shareholdings, net assets per share, gearing, or earnings per share of the SDP Group for the financial year ending 31 December 2019.

5. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED WITH THEM

Save as disclosed below, none of the Directors or Major Shareholders of SDP and/or persons connected with them have any interest, direct or indirect, in the Proposed Shareholders' Mandate.

Tan Sri Dato' A. Ghani Othman, Dato' Mohd Nizam Zainordin and Encik Zainal Abidin Jamal, being nominee Directors of PNB, a person connected with ASB, on the Board of SDP, have abstained and will continue to abstain from deliberating and voting on the Proposed Shareholders' Mandate at our relevant Board and Board Committee meetings. None of the nominee directors have any direct or indirect interest in SDP.

ASB is a major shareholder of SDP with 43.66% direct equity interest in SDP as at LPD. ASB is also a Major Shareholder of SDB and SD Property with 42.42% direct equity interest in SDB and 43.87% direct equity interest in SD Property as at LPD. ASB is also a Major Shareholder of UMWH by holding 40.81% direct equity interest as at LPD. As such, ASB is deemed interested in the Recurrent Related Party Transactions (Interested Major Shareholder). ASB will abstain from voting in respect of its direct and/or indirect shareholding in SDP on the ordinary resolution pertaining to the Proposed Shareholders' Mandate to be tabled at the forthcoming Sixteenth AGM of SDP. Further, ASB has undertaken that it will ensure that persons connected with it will abstain from voting in respect of their direct and/or indirect shareholdings in SDP on the ordinary resolution pertaining to the Proposed Shareholders' Mandate to be tabled at the forthcoming Sixteenth AGM of SDP.

6. APPROVAL REQUIRED

The Proposed Shareholders' Mandate is subject to the approval of the shareholders of SDP at the forthcoming Sixteenth AGM.

7. DIRECTORS' RECOMMENDATION

Having considered all aspects of the Proposed Shareholders' Mandate, the Directors of SDP (save for Tan Sri Dato' A. Ghani Othman, Dato' Mohd Nizam Zainordin and Encik Zainal Abidin Jamal, being nominee directors of PNB, a person connected with ASB, on the Board of SDP who abstained from expressing an opinion and making recommendations) are of the opinion that the Proposed Shareholders' Mandate is in the best interest of the Company. Accordingly, they recommend that you vote in favour of the ordinary resolution pertaining to the Proposed Shareholders' Mandate to be tabled at the forthcoming Sixteenth AGM.

8. AGM

The Sixteenth AGM of the Company, the Notice of which is enclosed in the 2018 Annual Report of the Company, will be held at the Grand Ballroom, First Floor, Sime Darby Convention Centre, 1A, Jalan Bukit Kiara 1, 60000 Kuala Lumpur, Malaysia on Thursday, 23 May 2019 at 10.00 a.m., for the purpose of considering and, if thought fit, approving, inter alia, the ordinary resolution on the Proposed Shareholders' Mandate, as Special Business.

If you are unable to attend and vote in person at the AGM, you are requested to complete, sign and return the Form of Proxy (available in the 2018 Annual Report of the Company) in accordance with the instructions printed thereon as soon as possible, in any event, so as to arrive at the office of the Share Registrar of the Company, Tricor Investor & Issuing House Services Sdn Bhd, at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia, no later than Wednesday, 22 May 2019 at 10.00 a.m.

The completion and lodgement of the Form of Proxy will not preclude you from attending and voting in person at the AGM should you subsequently decide to do so.

9. FURTHER INFORMATION

Shareholders are advised to refer to the attached Appendices for further information.

Yours faithfully
for and on behalf of the Board of Directors of
SIME DARBY PLANTATION BERHAD



TAN SRI DATO' A. GHANI OTHMAN
Chairman, Non-Independent Non-Executive Director

FURTHER INFORMATION

1. RESPONSIBILITY STATEMENT

The Directors of SDP have seen and approved this Circular. The Directors, collectively and individually, accept full responsibility for the accuracy of the information contained in this Circular and confirm that to the best of their knowledge and belief, after making all reasonable enquiries, there are no other facts the omission of which would make any statement herein false or misleading.

2. MATERIAL CONTRACTS

Save as disclosed below, there is no material contract which has been entered into by the SDP Group during the two (2) years immediately preceding this Circular, other than contracts entered into in the ordinary course of business:

2.1 Malaysia Vision Valley Sale and Purchase Agreements

SDP entered into the following sale and purchase agreements with Kumpulan Sime Darby Berhad (KSDB), a wholly-owned subsidiary of SDB, and SD Property respectively for the sale of an aggregate of 10,676 acres of land earmarked for the Malaysia Vision Valley project which is located in Labu, Seremban (MVV Land):

- (i) sale and purchase agreement dated 7 June 2017 with KSDB (as amended pursuant to a letter dated 25 October 2017) where SDP agreed to sell 8,796 acres of the MVV Land comprising 29 parcels of land for a cash consideration of RM2,503,612,015. The sale was completed on 30 June 2017; and
- (ii) sale and purchase agreement dated 9 June 2017 with SD Property (as amended pursuant to letters dated 29 September 2017 and 17 October 2017) where SDP agreed to sell 1,880 acres of the MVV Land comprising 22 parcels of land for a cash consideration of RM689,587,408. The sale was completed on 29 September 2017.

2.2 Donation Agreement

On 25 August 2017, SDP entered into the Donation Agreement with Yayasan Sime Darby (Foundation) where SDP endeavours to make an annual cash donation of RM40 million to the Foundation for a term of 5 years with effect from 30 November 2017 (unless extended by mutual agreement of the parties) in accordance with the terms and conditions of the Donation Agreement.

All the donations received and all amounts earned by investing such donations, if any, will be used by the Foundation to support and promote activities carried out by the Foundation in the areas of community and health, education, youth and sports, environment, and arts and culture to further the charitable intent established by the Governing Council of the Foundation.

FURTHER INFORMATION (*Continued*)**2.3 Land Option Agreements**

On 25 August 2017, SDP entered into 9 call option agreements (Land Option Agreements) with SD Property where SDP granted call options to SD Property to purchase the legal and beneficial ownership of and title to the following 9 parcels of land (Option Lands) respectively, at any time during the period commencing from 30 November 2017 and ending on the date falling 5 years therefrom with an option to extend for another 3 years (to be mutually agreed by SDP and SD Property), at a purchase price to be determined by the Board of Directors of the parties based on valuation to be conducted by an agreed independent valuer, subject to the terms and conditions of the respective agreements, which include the prior approval of shareholders of the party(s), if required by applicable law or rule of a stock exchange:

- (i) 1,862 acres of land located within Kulai A estate in Johor;
- (ii) 3,186 acres of land located within Kulai B estate in Johor;
- (iii) 2,000 acres of land located within Sepang estate in Selangor;
- (iv) 993 acres of land located within Sungai Kapar estate in Selangor;
- (v) 2,000 acres of land located within West Estate, Carey Island, Jugra Kuala Langat in Selangor;
- (vi) 485 acres of land located within Lothian (Sepang) estate in Selangor;
- (vii) 864 acres of land located within Byram estate in Pulau Pinang;
- (viii) 268 acres of land located within Ainsdale West estate in Negeri Sembilan; and
- (ix) 148 acres of land located within Bukit Selarong estate in Kedah.

The agreed independent valuer shall value the Option Lands based on agricultural status with development potential, using the methodology as it may determine. The option is granted for a nominal consideration of RM10.

The parties further agreed that, after the acquisition of the Option Lands, if SD Property intends to lease, rent or grant licences over any part of the Option Lands for the purposes of oil palm planting and/or harvesting (and/or any agricultural venture), SD Property agrees to first offer the same to SDP for tenancy. If SDP exercises its right to obtain a tenancy over such lands, the parties are bound to enter into a tenancy agreement in the form of the template tenancy agreement attached to the respective Land Option Agreements.

2.4 Sale and Purchase Agreement in respect of the Disposal of Estate Lands in Melaka

On 25 October 2017, SDP entered into a sale and purchase agreement with Paduwan Realty Sdn Bhd for the disposal of 15 parcels of agriculture land measuring about 366.13 acres in total at Union Division, Diamond Jubilee Estate, Melaka together with all fixtures, buildings, crops, etc., for a total cash consideration of RM118,817,240.00 calculated at the rate of RM7.45 per square foot, subject to the terms and conditions of the agreement. The sale was completed on 19 March 2018.

2.5 Sale and Purchase Agreement in respect of the Sale of Zero Coupon Redeemable Loan Stocks of Prolintas Expressway Sdn Bhd

On 27 October 2017, Kumpulan Jelei Sdn Bhd, a wholly-owned subsidiary of SDP, entered into a sale and purchase agreement with PNB for the sale and transfer of the RM500.00 million nominal value of zero coupon redeemable loan stocks issued by Prolintas Expressway Sdn Bhd, an indirect subsidiary of PNB, for a cash consideration of RM333,243,800.00, subject to the terms and conditions of the agreement. The sale was completed on 18 December 2017.

FURTHER INFORMATION (*Continued*)**2.6 Trademark and Brand Licence Agreement**

On 1 November 2017, SDP entered into the Trademark and Brand Licence Agreement with Sime Darby Malaysia Berhad (SDMB), a wholly-owned subsidiary of SDB, where SDMB granted to SDP a non-exclusive, non-assignable and non-transferable licence to use the "SIME DARBY" mark, Sime Darby Shield Device Logo, Shield Device Logo, Sime Darby in Chinese Characters, the "DEVELOPING SUSTAINABLE FUTURES" tagline and the "DELIVERING SUSTAINABLE FUTURES" tagline worldwide (Trademark), solely in the course of or in connection with SDP's business.

In consideration of the rights and licence granted by SDMB under the Trademark and Brand Licence Agreement, SDP will pay to SDMB an annual non-refundable licence fee of RM2,000,000 (Annual Fee) after taking into account the cost reasonably expected to be incurred to maintain the Trademarks.

2.7 Sale and Purchase Agreement in respect of the Acquisition of 100% Equity Interest in Markham Farming Company Limited (MFCL)

On 23 August 2018, New Britain Palm Oil Limited (NBPOL), a wholly-owned subsidiary of SDP, entered into a sale and purchase agreement with Markham Agro Pte. Ltd. to acquire 100% equity interest in MFCL for a total cash consideration estimated at USD52.6 million (approximately RM215.6 million). The final purchase consideration paid by NBPOL was reduced by USD4,683 (approximately RM19,240) pursuant to the findings of a post-completion audit.

MFCL is a private limited company incorporated in Papua New Guinea (PNG) which owns 6,110 hectares of agriculture land in Markham Valley, PNG. The total plantable area is about 5,713 hectares, of which approximately 4,018 hectares has been planted with oil palm oil, to-date. MFCL also operates two copra mills with a total combined throughput capacity of 55,000 MT per annum. The acquisition was completed on the same date the sale and purchase agreement was entered into i.e. 23 August 2018.

3. MATERIAL LITIGATION

Save as disclosed below, the SDP Group is not engaged in any material litigation, claim or arbitration, either as plaintiff or defendant. The Directors of SDP are not aware of any proceeding, pending or threatened against SDP and/or its subsidiaries, or of any fact likely to give rise to any proceeding which might materially or adversely affect the position or business of SDP and/or its subsidiaries.

3.1 PT Sajang Heulang (PT SHE) vs. PT Anzawara Satria (PT AS)

On 11 May 2006, PT SHE, an indirect wholly-owned subsidiary of SDP, filed a legal action against PT AS in the District Court of Kotabaru (District Court), claiming for the surrender of around 60 hectares of land forming part of the Right to Cultivate (Hak Guna Usaha) Certificate No. 35 dated 14 May 2002 (HGU 35) belonging to PT SHE on which PT AS had allegedly carried out illegal coal mining activities. PT SHE's HGU 35 measures about 2,218 hectares. If it loses this claim, PT SHE could potentially lose HGU 35, the net book value (NBV) of which is about IDR29.0 billion (equivalent to around RM8.1 million). In addition, PT SHE would also lose the potential income from HGU 35.

FURTHER INFORMATION (*Continued*)

On 5 December 2006, the District Court ruled in favour of PT AS and declared that HGU 35 was defective and had no force in law and that PT AS had the right to conduct mining activities on the said land (District Court Decision). PT SHE appealed to the Banjarmasin High Court against the District Court Decision. On 4 December 2007, the Banjarmasin High Court upheld the District Court Decision (1st High Court Decision). On 12 February 2008, PT SHE appealed to the Supreme Court of Indonesia (Supreme Court) against the 1st High Court Decision. On 10 March 2011, the Supreme Court ruled in favour of PT AS and ordered PT SHE to surrender 2,000 hectares of land in Desa Bunati forming part of HGU 35 to PT AS (1st Judicial Review Decision).

Meanwhile, on 24 May 2006, PT AS claimed in the State Administration Court of Banjarmasin (State Court) for an order that the mining rights held by PT AS superseded the HGU 35 held by PT SHE and that the said HGU 35 was improperly issued to PT SHE. On 26 September 2006, the State Court ruled in favour of PT SHE and dismissed PT AS's claim (State Court Decision). PT AS appealed to the Jakarta High Court of State Administration (Jakarta High Court) against the State Court Decision. On 19 February 2007, the Jakarta High Court ruled in favour of PT AS and nullified PT SHE's HGU 35 (2nd High Court Decision). On 9 December 2009, PT SHE appealed to the Supreme Court against the 2nd High Court Decision. On 26 October 2010, the Supreme Court declared PT SHE as the lawful owner of HGU 35 (2nd Judicial Review Decision).

On 7 November 2011, PT SHE filed judicial review proceedings (3rd Judicial Review) before the Supreme Court seeking a decision on the conflicting decisions of the 1st Judicial Review Decision and 2nd Judicial Review Decision. On 28 December 2012, the Supreme Court dismissed the 3rd Judicial Review on the grounds that the application cannot be determined by another judicial review decision.

On 27 March 2013, PT AS commenced execution of the 1st Judicial Review Decision and in carrying out the execution proceedings, oil palm trees were cut down and buildings and infrastructure were destroyed, resulting in damages on around 1,500 hectares of land. On 23 April 2014, PT SHE filed a claim at the District Court of Batulicin against PT AS for the sum of IDR672.8 billion (equivalent to around RM188.9 million) for loss and/or damage caused by PT AS in executing the 1st Judicial Review Decision.

On 20 January 2015, the District Court of Batulicin decided in favour of PT SHE and awarded damages in the sum of IDR69.9 billion (equivalent to around RM19.6 million) to be paid by PT AS and on 13 February 2015 issued a written decision (Batulicin District Court Decision). On 29 January 2015, PT AS filed an appeal to the Banjarmasin High Court against the Batulicin District Court Decision.

On 19 November 2015, the Banjarmasin High Court ruled in favour of PT AS based on the grounds that the 1st Judicial Review Decision had been deliberated and decided by the Banjarmasin High Court and Supreme Court. Thus, PT SHE is not entitled to bring the same action before the District Court of Batulicin (3rd High Court Decision).

On 22 February 2016, PT SHE filed an appeal to the Supreme Court against the 3rd High Court Decision. On 28 March 2016, PT AS filed its reply to PT SHE's appeal. The Supreme Court has rejected PT SHE's appeal and following that, on 5 March 2018, PT SHE filed a judicial review against the decision of the Supreme Court. As at the report date, the decision of the judicial review is pending. Our counsel is of the view that PT SHE's chances of success is low.

FURTHER INFORMATION (*Continued*)

Sometime in February 2018, PT SHE received a copy of a notice from the Provincial Land Office in Kalimantan Selatan dated 3 January 2018 addressed to the Central Land Office in Jakarta on an application to annul PT SHE's HGU 35. PT SHE has filed a written objection to the Central Land Office in Jakarta in respect of the said application. As at the report date, the said application to annul PT SHE's HGU 35 is still pending.

3.2 **PT Mulia Agro Persada (PT MAP) and PT Palma Sejahtera (PT PS) vs. PT Minamas Gemilang (PT MGG), PT Anugerah Sumbermakmur (PT ASM) and PT Indotruba Tengah (PT ITH)**

PT MGG and PT ASM, both indirect wholly-owned subsidiaries of SDP, and PT ITH, a 50%-owned subsidiary of the SDP Group, are involved in a lawsuit brought by PT MAP and PT PS.

PT MGG and PT ASM are shareholders of PT ITH, each holding 25% equity interest.

PT MAP became the shareholder of PT ITH after purchasing 6,200 ordinary shares of PT ITH (representing 50% equity interest in PT ITH as of December 2008, which was funded by PT PS) from Yayasan Kartika Eka Paksi (YKEP). Once the former officer of YKEP for the term of 2004 to 2009 was dismissed, the newly elected officer of YKEP realised that the transfer of shares from YKEP to PT MAP is a violation of the prohibition for any direct or indirect transfer of assets of a foundation (Yayasan) to its affiliated parties. The former officer of YKEP who entered into the earlier sale was PT MAP's shareholder and member of the Board of Directors and Board of Commissioners. In response, the newly elected officer of YKEP tried to repurchase such shares which had already been sold to PT MAP with the same price as when PT MAP purchased it from YKEP. However, PT MAP refused such offer. YKEP then filed a lawsuit to invalidate and nullify this transfer of shares. On 31 May 2016, the Supreme Court issued a decision that invalidated and nullified the transfer of the ordinary shares of PT ITH from YKEP to PT MAP (Judicial Review Decision).

In that regard, YKEP then filed a petition to execute the Judicial Review Decision to the Central Jakarta District Court, demanding that (i) the 6,200 ordinary shares in PT ITH be returned to YKEP and (ii) PT MAP and the former officers of YKEP to pay compensation for damages to YKEP in the amount of IDR 200.0 billion (equivalent to around RM56.1 million). YKEP's petition was granted under a Warning Letter (Surat Aanmaning) issued by the Central Jakarta District Court which obligates PT MAP and the former officers of YKEP to comply with the Judicial Review Decision.

In response, the former officers of YKEP (some of them were represented by their heirs) filed a Third Party Opposition (Gugatan Perlawanan) registered under case number 537/PDT.PLW/2017/PN.Jkt.Pst dated 18 October 2017, seeking nullification towards the Warning Letter (Surat Aanmaning) issued by the Central Jakarta District Court and the execution of the Judicial Review Decision, on the basis that (i) the 6,200 ordinary shares in PT ITH are currently owned by YKEP; (ii) YKEP has also received dividends as a shareholder of PT ITH; and (iii) there is conflicting decision on the matter of legality of transfer of the 6,200 shares in PT ITH between (i) the Judicial Review Decision No. 196 PK/Pdt/2016, which nullified such transfer of shares and (ii) the Decision of East Jakarta District Court No. 130/Pdt.G/2015/PN.Jkt.tim dated 7 July 2015 (Decision of East Jakarta District Court), which declared the transfer of 6,200 ordinary shares in PT ITH from YKEP to PT MAP as legally valid. However, neither YKEP, PT ITH, PT MGG nor PT ASM was included as parties under the Decision of East Jakarta District Court. On 12 April 2018, the Central Jakarta District Court rejected the Third Party Opposition (Gugatan Perlawanan) by the former officers of YKEP. The former officers filed an appeal at the Jakarta High Court against the decision of the Central Jakarta District Court. On 4 March 2019, PT ITH was notified that the former officers' appeal was rejected by the Jakarta High Court.

FURTHER INFORMATION (*Continued*)

The counsel representing PT ITH is of the view that PT ITH's chances of successfully defending the appeal is high whilst the counsel representing PT MGG and PT ASM is of the view that PT MGG's and PT ASM's chances of successfully defending the appeal is 50:50.

Despite the existence of the Judicial Review Decision, PT MAP and PT PS still filed a lawsuit seeking compensation from all defendants, individually or jointly and severally, namely (i) PT ITH as Defendant I; (ii) PT MGG as Defendant II; (iii) PT ASM as Defendant III; (iv) Razman Bin Abdul Rahman as Defendant IV; (v) Ir. Achmad Ansori, S.H as Defendant V; (vi) Minwar Hidayat as Defendant VI; (vii) Ismail Bin Ali as Defendant VII; (viii) Ir. Safwani as Defendant VIII; (ix) Hersuhasto as Defendant IX; (x) Ir. Kurniawanto Setiadi as Defendant X; and (xi) YKEP as Defendant XI.

The compensation sought by PT MAP and PT PS comprise: (i) material damages (direct loss) in the amount of IDR247.0 billion (equivalent to around RM69.4 million) with an interest of 3% per month of the amount of IDR137.2 billion (equivalent to around RM38.5 million) until the payment is made to PT MAP and PT PS; (ii) fine (dwangsom) in the amount of IDR250 billion (equivalent to around RM70.2 million); and (iii) immaterial damages (indirect loss) in the amount of IDR500 billion (equivalent to around RM140.4 million). The potential exposure of PT MGG, PT ASM and PT ITH could be up to IDR997.0 billion (equivalent to around RM280.0 million), being the total sum of the above material damages (excluding the 3% interest), fine and immaterial damages claimed by PT MAP and PT PS from all the 11 defendants, individually or jointly and severally. The term "individually or jointly and severally" means that one or more defendants can be pursued to pay all amounts demanded. In other words, PT MAP and PT PS may recover all the damages from any of the defendants regardless of their individual share of the liability.

To that extent, the South Jakarta District Court and the Jakarta High Court, which previously adjudicated and examined this case, has rejected PT MAP and PT PS's lawsuit by referring to the Judicial Review Decision. In response, PT MAP and PT PS have filed an appeal to the Supreme Court. The Supreme Court has rejected PT MAP and PT PS' appeal. PT MAP and PT PS have filed a judicial review in the Supreme Court of Jakarta against the Supreme Court's decision. The counsel representing PT ITH, PT MGG and PT ASM is of the view that PT MAP and PT PS' chances of success at the judicial review stage is slim.

3.3 New Britain Palm Oil Limited (NBPOL) v. Masile Incorporated Land Group (Masile), NBPOL v. Rikau Incorporated Land Group (Rikau) & NBPOL v. Meloks Incorporated Land Group (Meloks)

Prior to the SDP Group's acquisition of NBPOL, a wholly-owned subsidiary of SDP (which was completed on 2 March 2015), NBPOL, had on 31 August 2011 initiated 3 separate legal actions against the Defendants in the National Court of Justice at Waigani, Papua New Guinea (Court). All 3 actions relate to the same cause of action whereby the Defendants had defaulted in their obligations to surrender their Special Agricultural Business Leases (SABL) to NBPOL for registration of sub-leases despite having received benefits from NBPOL under the sub-lease agreements (SLA). Such benefits received by the Defendants include rental paid by NBPOL for 3,720 Ha of land under the SABL (Land), royalties for the FFB harvested from the Land, and 31,250 ordinary shares in NBPOL respectively issued to each of the Defendants.

The term of the sub-leases is 25 years commencing from 2005 and expiring in 2030. NBPOL could potentially lose access to and possession over these sub-leases if it loses these claims. The potential loss to the Group is the value of the Land, which is around PGK71.3 million (equivalent to around RM87.8 million) based on the net book value (NBV) of buildings, infrastructures and bearer plants on the Land. In addition, NBPOL would also lose the potential income from the Land.

FURTHER INFORMATION (*Continued*)

NBPOL sought orders for specific performance requiring the Defendants to deliver to NBPOL their SABLs to enable the sub-leases to be registered in accordance with the Land Registration Act 1981 of PNG. In the alternative, NBPOL claimed for compensation for costs incurred by NBPOL in developing the Land into an oil palm estate totalling around PGK30.7 million (equivalent to around RM37.8 million), compensation for the appreciation of the value of the Land due to the development done by NBPOL, and compensation for the 31,250 ordinary shares in NBPOL respectively issued to each of the Defendants pursuant to the SLAs.

The Defendants in turn cross-claimed, among others, that the SLAs were unfair and inequitable, and should be declared invalid, void and of no effect. The Defendants also claimed for damages for environmental damage and trespass to property by NBPOL. NBPOL's counsel is of the view that the Defendants' cross-claims are unlikely to succeed.

Trial relating to NBPOL's claims against Meloks was concluded on 2 November 2016. During the submissions stage, NBPOL advised the Court that it will not pursue the alternate reliefs of compensation claimed against Meloks. On 25 June 2018, the Court rendered its decision on NBPOL's claims against Meloks in NBPOL's favour. In its decision, the Court declared the SLA entered into between NBPOL and Meloks to be valid and an order of specific performance was made against Meloks to deliver the SABL to NBPOL and to do all acts and things necessary to enable NBPOL to register the SLA entered into between NBPOL and Meloks. The Court dismissed Meloks' cross-claims. On 10 October 2018, Meloks surrendered the SABL to NBPOL. However, in view that Meloks had laminated the SABL, Meloks had to execute an application for the official copy of the SABL which NBPOL will lodge with the registrar of titles together with NBPOL's application for registration of the SLA.

Masile and Rikau were considering whether to continue defending against NBPOL's claims in view of the Court's decision on the trial relating to NBPOL's claims against Meloks or to conclude on the same basis as Meloks given that the facts, issues and evidences are similar. However, Masile and Rikau have been unable to come to a decision and therefore NBPOL will proceed with trial in respect of the claims against Rikau and Masile. NBPOL's counsel is of the view that NBPOL's prospects of succeeding in its claims are good.

3.4 Chantico Ship Management Ltd (Chantico) vs. Sime Darby Oils Zwijndrecht Refinery B.V. (formerly known as Sime Darby Unimills B.V.) (SDOZR)

SDOZR, an indirect wholly-owned subsidiary of SDP, is involved in litigation in respect of a vessel known as the mv Geraki (formerly known as mv Cap Thanos). This vessel was carrying vegetable oils for 9 different cargo owners (7 European cargo owners and 2 Algerian cargo owners). One of the 9 cargo owners is SDOZR. The percentage of SDOZR's cargo on board was about 14.4%. The voyage of this vessel was interrupted in Greece in June 2010, when the vessel owners declared themselves unable to continue the voyage to Bejaia, Barcelona, Lisbon and Rotterdam due to financial reasons, and the vessel was anchored in Psachna, Greece. The vessel was auctioned and in April 2011 sold to Chantico Shipmanagement Ltd. All cargoes were eventually discharged in May/April 2013. Beginning 2012, Chantico started various proceedings against cargo owners.

FURTHER INFORMATION (*Continued*)

The following 2 lawsuits are still pending:

- (i) Proceedings before the Court of Piraeus, started in October 2014 (Lawsuit 1), which replaced the previous proceedings that commenced in 2012.

The writ has been served on only 4 European (including SDOZR) and 2 Algerian cargo owners so far and has yet to be served on the 3 other cargo owners. The claims by Chantico are based on alleged actions in tort (i.e. alleged delay of discharge of cargo) and the total amount claimed from all 9 cargo owners (one of which is SDOZR), jointly and severally, was initially EUR11.3 million (equivalent to around RM53.0 million). However, Chantico subsequently dropped some of their claims and this amount was reduced to EUR6.0 million (equivalent to around RM28.1 million). In addition, Chantico claimed a storage fee from each cargo owner based on Chantico's alleged management of the cargo owner's assets, and the total amount claimed from SDOZR was EUR8.4 million (equivalent to around RM39.3 million). The claim for the storage fee was also subsequently dropped by Chantico. The potential exposure of SDOZR (and of the other 8 cargo owners, jointly and severally) under Lawsuit 1 is around EUR6.0 million (equivalent to around RM28.1 million), being the total of Chantico's reduced claims under Lawsuit 1. The hearing in respect of the 4 European cargo owners that have been served with a writ commenced on 12 June 2018 before the Court of Piraeus and was continued on 25 September 2018. Following the hearing on 25 September 2018, the final submissions for the case was drafted and filed with the Court of Piraeus.

- (ii) Proceedings before the Court of Piraeus, started in December 2015 (Lawsuit 2) and filed against the same 9 cargo owners, including SDOZR, and a third party.

The writ has been served on SDOZR and the other cargo owners. The claim in these proceedings is based on alleged damage to the vessel and loss of profit caused by alleged actions in tort during transshipment and heating of the cargo. The claim against the 9 cargo owners and the third party, jointly and severally, amounts to EUR9.3 million (equivalent to around RM43.6 million). An additional claim was filed against all cargo owners, jointly and severally, of EUR380,000.00 (equivalent to around RM1.8 million) for port and anchorage dues. The hearing for these proceedings commenced on 12 June 2018 and was continued on 25 September 2018. Following the hearing on 25 September 2018, the final submissions for the case was drafted and filed in the Court of Piraeus. The potential exposure of SDOZR (and of the other 8 cargo owners, jointly and severally) under Lawsuit 2 could be up to around EUR9.7 million (equivalent to around RM45.5 million), being the total of Chantico's claims under Lawsuit 2. Also in this case, any full payment by SDOZR of any adjudged part of the joint and several EUR9.7 million claim, would give SDOZR the right to claim in recourse from the other Defendants their contribution.

Settlement negotiations in respect of Lawsuit 1 and Lawsuit 2 thus far have not led to fruitful results.

The cargo underwriters for the 7 European cargo owners, including SDOZR, had in January 2014 raised doubts on the coverage under the cargo insurance certificates for the claims under Lawsuit 1 and Lawsuit 2, but are still prepared to contribute to a settlement in Lawsuit 1 with a total sum of EUR583,000 (equivalent to around RM2.7 million) for the 7 European cargo owners, of which SDOZR's share is 27.25% or EUR158,867.50 (equivalent to around RM744,496).

FURTHER INFORMATION (Continued)

Our Greek counsel estimates the exposure of SDOZR (and of the other 8 cargo owners, jointly and severally) at EUR2.1 million including interest (equivalent to around RM9.8 million) for Lawsuit 1 and EUR145,000.00 including interest (equivalent to around RM679,509) for Lawsuit 2.

4. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal office hours at the Registered Office of the Company at Level 10, Main Block, Plantation Tower, No. 2, Jalan PJU 1A/7, Ara Damansara, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia, from the date of this Circular up to and including the date of the AGM:

- (i) the Constitution of SDP;
- (ii) the audited consolidated financial statements of the SDP Group for the past two (2) financial years ended 30 June 2017 and 30 June 2018, and financial period ended 31 December 2018;
- (iii) the material contracts referred to in paragraph 2 above; and
- (iv) the relevant cause papers in respect of material litigation referred to in paragraph 3 above.

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EXTRACT OF THE NOTICE OF THE SIXTEENTH ANNUAL GENERAL MEETING

AS SPECIAL BUSINESS**RESOLUTION 9**

To consider and, if thought fit, pass the following Ordinary Resolution:

Proposed Renewal of Shareholders' Mandate for Existing Recurrent Related Party Transactions of a Revenue or Trading Nature

"THAT, in accordance with Paragraph 10.09 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, and subject to the Companies Act, 2016 (CA 2016), the Constitution of the Company, other applicable laws, guidelines, rules and regulations, and the approvals of the relevant government and/or regulatory authorities, approval be and is hereby given to the Company and/or its subsidiary companies to enter into recurrent related party transactions of a revenue or trading nature, as set out in Section 2.3 of the Circular to Shareholders dated 24 April 2019 uploaded together with the 2018 Annual Report, which are entered into in the ordinary course of business which are necessary for the day-to-day operations of the Company and/or its subsidiary companies on normal commercial terms which are not more favourable to the related parties than those generally available to the public, undertaken on arm's length basis, and are not detrimental to the minority shareholders of the Company (Mandate);

THAT the Mandate is subject to annual renewal and shall continue to be in force until:

- (i) the conclusion of the next Annual General Meeting (AGM) of the Company following this AGM at which such Mandate is passed, at which time it will lapse, unless by an ordinary resolution passed at the next AGM the Mandate is renewed; or
- (ii) the expiration of the period within which the next AGM is required to be held pursuant to Section 340(2) of CA 2016, (but shall not extend to such extensions as may be allowed pursuant to Section 340(4) of CA 2016); or
- (iii) the Mandate is revoked or varied by ordinary resolution passed by shareholders in a general meeting of the Company,

whichever is the earlier;

AND THAT the Directors of the Company and/or any of them be and are/is hereby authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to the Mandate."

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