

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

Bursa Malaysia Securities Berhad (“**Bursa Securities**”) takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness, and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular. Bursa Securities has not perused the contents of this Circular relating to the Proposed Trust Deed Amendments, Proposed Deed Poll B Amendments and Proposed Deed Poll C Amendments (as defined herein) prior to its issuance.



**CIRCULAR TO SHAREHOLDERS, ICULS HOLDERS, WARRANT B HOLDERS
AND WARRANT C HOLDERS IN RELATION TO THE:**

- (I) PROPOSED TRUST DEED AMENDMENTS;**
- (II) PROPOSED DEED POLL B AMENDMENTS;**
- (III) PROPOSED DEED POLL C AMENDMENTS; AND**
- (IV) PROPOSED BY-LAWS AMENDMENTS**

AND

**NOTICE OF EXTRAORDINARY GENERAL MEETING, ICULS HOLDERS’ MEETING,
WARRANT B HOLDERS’ MEETING AND WARRANT C HOLDERS’ MEETING**

Adviser



PUBLIC INVESTMENT BANK BERHAD (20027-W)

A Participating Organisation Of Bursa Malaysia Securities Berhad
(Wholly-owned Subsidiary Of Public Bank Berhad)

The Notice of the Extraordinary General Meeting (“**EGM**”), the ICULS Holders’ Meeting, the Warrant B Holders’ Meeting and the Warrant C Holders’ Meeting (collectively referred to as “**Meeting(s)**”) together with the respective Form(s) of Proxy are enclosed in this Circular.

If you decide to appoint a proxy or proxies for the relevant Meeting(s), you must complete and lodge the relevant Form(s) of Proxy at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan on or before the respective date and time indicated below or at any adjournment thereof. The lodging of the Form(s) of Proxy will not preclude you from attending and voting in person at the relevant Meeting(s) should you subsequently decide to do so.

Last date and time for lodging the Form of Proxy for the ICULS Holders’ Meeting	: Wednesday, 18 October 2017 at 10.30 a.m., or at any adjournment thereof
Last date and time for lodging the Form of Proxy for the Warrant B Holders’ Meeting	: Wednesday, 18 October 2017 at 11.30 a.m., or at any adjournment thereof
Last date and time for lodging the Form of Proxy for the Warrant C Holders’ Meeting	: Wednesday, 18 October 2017 at 12.30 p.m., or at any adjournment thereof
Last date and time for lodging the Form of Proxy for the EGM	: Wednesday, 18 October 2017 at 2.30 p.m., or at any adjournment thereof
Date and time of the ICULS Holders’ Meeting	: Friday, 20 October 2017 at 10.30 a.m., or at any adjournment thereof
Date and time of the Warrant B Holders’ Meeting	: Friday, 20 October 2017 at 11.30 a.m., or immediately following the conclusion or adjournment of the ICULS Holders’ Meeting, whichever is later, or at any adjournment thereof
Date and time of the Warrant C Holders’ Meeting	: Friday, 20 October 2017 at 12.30 p.m., or immediately following the conclusion or adjournment of the Warrant B Holders’ Meeting, whichever is later, or at any adjournment thereof
Date and time of the EGM	: Friday, 20 October 2017 at 2.30 p.m., or immediately following the conclusion or adjournment of the Warrant C Holders’ Meeting, whichever is later, or at any adjournment thereof
Venue of the Meetings	: ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang

This Circular is dated 26 September 2017

DEFINITIONS

Except where the context otherwise requires, the following words and abbreviations shall apply throughout this Circular and shall have the following meanings:

Act	: Companies Act, 2016, as amended from time to time including any re-enactment thereof
Adviser or PIVB	: Public Investment Bank Berhad (20027-W)
ATTA or Company	: ATTA Global Group Berhad (79082-V)
ATTA Group or Group	: ATTA and its subsidiaries, collectively
ATTA Share(s) or Share(s)	: Ordinary share(s) in ATTA
Board	: Board of Directors of ATTA
Bursa Securities	: Bursa Malaysia Securities Berhad (635998-W)
By-Laws	: The by-laws governing the ESOS
Circular	: This circular to shareholders, ICULS Holders, Warrant B Holders and Warrant C Holders of ATTA dated 26 September 2017 in relation to the Proposed Amendments
Deed Poll B	: The deed poll dated 28 March 2012 constituting the Warrants B
Deed Poll C	: The deed poll dated 9 October 2014 constituting the Warrants C
Director(s)	: All directors of the Group within the same meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act, 2007
EGM	: Extraordinary general meeting
EPS	: Earnings per share
ESOS	: Employees' share option scheme of ATTA
ESOS Options	: Share options granted and remained unexercised under the employees' share options scheme of the Company
ESOS Option Holder(s)	: Holders of the outstanding ESOS Options
FPE	: Financial period ended
FYE(s)	: Financial year(s) ended
ICULS	: Ten (10)-year, zero coupon irredeemable convertible unsecured loan stocks at 100% of the nominal value of RM0.10 each constituted by the Trust Deed
ICULS Holder(s)	: Holders of the outstanding ICULS
Listing Requirements	: Main Market Listing Requirements of Bursa Securities, as may be amended from time to time
LPD	: 30 August 2017, being the latest practicable date prior to the date of this Circular
M&A	: Memorandum and Articles of Association of ATTA
Market Day(s)	: Any day(s) between Monday and Friday (inclusive) which is not a public holiday and on which Bursa Securities is open for trading of securities

DEFINITIONS (Cont'd)

Meeting(s)	: EGM, ICULS Holders' Meeting, Warrant B Holders' Meeting and Warrant C Holders' Meeting, collectively
NA	: Net assets
Proposed Amendments	: The Proposed Trust Deed Amendments, the Proposed Deed Poll B Amendments, the Proposed Deed Poll C Amendments and the Proposed By-Laws Amendments, collectively
Proposed By-Laws Amendments	: Proposed amendments to the By-Laws
Proposed Deed Poll B Amendments	: Proposed amendments to the Deed Poll B
Proposed Deed Poll C Amendments	: Proposed amendments to the Deed Poll C
Proposed Trust Deed Amendments	: Proposed amendments to the Trust Deed
RM and sen	: Ringgit Malaysia and sen, respectively
Trust Deed	: Trust deed made between the Company and the trustee who acts for the benefit of the holders of the ICULS dated 28 March 2012 constituting the ICULS
Warrant(s) B	: Existing warrants 2012/2022 constituted by the Deed Poll B
Warrant(s) C	: Existing warrants 2014/2024 constituted by the Deed Poll C
Warrant B Holder(s)	: Holders of the outstanding Warrants B
Warrant C Holder(s)	: Holders of the outstanding Warrants C

All references to "you" in this Circular are made to the shareholders of the Company, ICULS Holders, Warrant B Holders and Warrant C Holders, collectively.

Words denoting the singular shall, where applicable, include the plural and *vice versa*. Words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders and *vice versa*. Any reference to persons shall include a corporation, unless otherwise specified.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any reference to a time of a day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

TABLE OF CONTENTS

SECTIONS	PAGE
1. INTRODUCTION	1
2. DETAILS OF THE PROPOSED AMENDMENTS	2
3. RATIONALE FOR THE PROPOSED AMENDMENTS	30
4. EFFECTS OF THE PROPOSED AMENDMENTS	30
5. APPROVALS REQUIRED AND CONDITIONALITY	31
6. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, ICULS HOLDERS, WARRANT B HOLDERS, WARRANT C HOLDERS AND/OR PERSONS CONNECTED WITH THEM	32
7. DIRECTORS' STATEMENT AND RECOMMENDATION	32
8. OTHER CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION	32
9. ESTIMATED TIMEFRAME FOR COMPLETION	33
10. MEETINGS	33
11. FURTHER INFORMATION	34
APPENDICES	
I. DRAFT AMENDED BY-LAWS	35
II. FURTHER INFORMATION	57
NOTICE OF ICULS HOLDERS MEETING	ENCLOSED
NOTICE OF WARRANT B HOLDERS MEETING	ENCLOSED
NOTICE OF WARRANT C HOLDERS MEETING	ENCLOSED
NOTICE OF EGM	ENCLOSED
FORM OF PROXY FOR THE ICULS HOLDERS MEETING	ENCLOSED
FORM OF PROXY FOR THE WARRANT B HOLDERS MEETING	ENCLOSED
FORM OF PROXY FOR THE WARRANT C HOLDERS MEETING	ENCLOSED
FORM OF PROXY FOR THE EGM	ENCLOSED

Registered Office:
No. 55A Medan Ipoh 1A
Medan Ipoh Bistari
31400 Ipoh
Perak Darul Ridzuan

26 September 2017

Board of Directors

Ooi Chieng Sim (*Executive Chairman*)
Ng Chin Nam (*Executive Director*)
Chow Choon Hoong (*Executive Director*)
Sudesh A/L K. V. Sankaran (*Independent Non-Executive Director*)
Dato' Dennis Chuah (*Independent Non-Executive Director*)
Loh Yee Sing (*Independent Non-Executive Director*)

To: The shareholders of ATTA, ICULS Holders, Warrant B Holders and Warrant C Holders

Dear Sir/Madam,

- (I) **PROPOSED TRUST DEED AMENDMENTS;**
- (II) **PROPOSED DEED POLL B AMENDMENTS;**
- (III) **PROPOSED DEED POLL C AMENDMENTS; AND**
- (IV) **PROPOSED BY-LAWS AMENDMENTS**

(COLLECTIVELY REFERRED TO AS THE "PROPOSED AMENDMENTS")

1. INTRODUCTION

On 10 August 2017, PIVB on behalf of the Board, had announced that after having taking into consideration the relevant provisions under the Act which had come into effect on 31 January 2017, including amongst others, the abolition of par value regime, the Company proposes to undertake the following:

- (i) proposed amendments to the trust deed dated 28 March 2012 constituting the ten (10)-year, zero coupon irredeemable convertible unsecured loan stocks at 100% of the nominal value of RM0.10 each in ATTA;
- (ii) proposed amendments to the deed poll dated 28 March 2012 constituting the warrants 2012/2022 in ATTA;
- (iii) proposed amendments to the deed poll dated 9 October 2014 constituting the warrants 2014/2024 in ATTA; and
- (iv) proposed amendments to the by-laws governing the existing employees' share option scheme of ATTA.

Further details pertaining to the Proposed Amendments are set out in the ensuing sections of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSED AMENDMENTS AND TO SEEK YOUR APPROVALS FOR THE RELEVANT RESOLUTION(S) PERTAINING TO THE PROPOSED AMENDMENTS TO BE TABLED AT THE FORTHCOMING MEETING(S). THE NOTICE OF THE MEETING(S) TOGETHER WITH THE RESPECTIVE FORM(S) OF PROXY ARE ENCLOSED IN THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RELEVANT RESOLUTION(S) TO GIVE EFFECT TO THE PROPOSED TRUST DEED AMENDMENTS, PROPOSED DEED POLL B AMENDMENTS, PROPOSED DEED POLL C AMENDMENTS AND THE PROPOSED BY-LAWS AMENDMENTS, AS THE CASE MAY BE, AT THE RESPECTIVE FORTHCOMING MEETING(S).

2. DETAILS OF THE PROPOSED AMENDMENTS

2.1 Proposed Trust Deed Amendments

On 16 May 2012, RM23,093,488 nominal value of ICULS were listed on the Main Market of Bursa Securities. As at LPD, the Company has RM17,025,756.90 nominal value of outstanding ICULS.

Pursuant to the Act which had come into effect on 31 January 2017, the Proposed Trust Deed Amendments are intended to align the Trust Deed in accordance with the Act, which will be effected by way of a supplemental to the Trust Deed to be executed by the Company and the trustee, namely Malaysian Trustees Berhad.

The details of the Proposed Trust Deed Amendments are as follows:

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
Preamble	All reference made to "SMPC Corporation Bhd" under the Trust Deed shall be replaced with " <u>ATTA Global Group Berhad</u> "	
	Reference made to "registered office at 20th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur" under the Trust Deed shall be replaced with "registered office Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400 Kuala Lumpur"	
1.1	Definitions	
	"Act" means the Companies Act, 1965 of Malaysia;	"Act" means the Companies Act, 1965 <u>2016 and any amendments made thereto from time to time.</u>
	"Approved Investment Bank" means an investment bank duly licensed under the Banking and Financial Institutions Act 1989 and carrying on investment banking business in Malaysia as appointed by the Company.	"Approved Investment Bank" means an investment bank duly licensed under the Banking and Financial Institutions Act 1989 <u>Financial Services Act 2013</u> and carrying on investment banking business in Malaysia as appointed by the Company.
	"Company" means SPMC Corporation Berhad (Company No. 79082-V), a public listed company incorporated in Malaysia with a registered office at B-5-9, Block B, 5 th Floor, Unit 9, Megan Avenue II, 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur and shall include its successors in title.	"Company" means SPMC CORPORATION BHD <u>ATTA Global Group Berhad</u> (Company No. 79082-V), a public listed company incorporated in Malaysia with a registered office at B-5-9, Block B, 5th Floor, Unit 9, Megan Avenue II, 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur <u>No. 55A, Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak</u> and shall include its successors in title.
	"New Shares" means the new ordinary shares of RM1.00 each in the capital of the Company to be	"New Shares" means the new ordinary shares of RM1.00 each in the capital of the Company to be

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
	issued to an ICULS Holder in accordance with the Conditions on exercise of the Conversion Rights by the ICULS Holder under the ICULS or upon conversion of the ICULS on the Maturity Date, whichever shall be the earlier.	issued to an ICULS Holder in accordance with the Conditions on exercise of the Conversion Rights by the ICULS Holder under the ICULS or upon conversion of the ICULS on the Maturity Date, whichever shall be the earlier.
	“Shares” means the ordinary shares of RM1.00 each in the capital of the Company after the Capital Reduction and Consolidation.	“Shares” means the ordinary shares of RM1.00 each in the capital of the Company after the Capital Reduction and Consolidation.
	“Subsidiary” means a subsidiary company within the meaning of Section 5 of the Act for the time being of the Company and “Subsidiaries” shall be construed accordingly.	“Subsidiary” means a subsidiary company within the meaning of Section 5 <u>4</u> of the Act for the time being of the Company and “Subsidiaries” shall be construed accordingly.
	“Trustee” means Malaysian Trustees Berhad (Company No. 21666-V), a trust corporation incorporated in Malaysia and having its registered office at 20 th Floor, Plaza OSK, Jalan Ampang, 50450 Kuala Lumpur or such other trustee or trustees for the time being of these presents.	“Trustee” means Malaysian Trustees Berhad (Company No. 21666-V), a trust corporation incorporated in Malaysia and having its registered office at 20th Floor, Plaza OSK, Jalan Ampang, 50450 <u>Level 9, Tower One, RHB Centre, Jalan Tun Razak, 50400</u> Kuala Lumpur or such other trustee or trustees for the time being of these presents.
19.1.20	not enter into any related party transaction, whether directly with any director, substantial shareholder of the Company or any persons connected with any of them (within the definition of Section 122A of the Act) (hereinafter referred to as “Interested Persons”) unless:-	not enter into any related party transaction, whether directly with any director, substantial shareholder of the Company or any persons connected with any of them (within the definition of Section 122A <u>197</u> of the Act) (hereinafter referred to as “Interested Persons”) unless:-
20.	COVENANTS AS REGARDS TO ISSUE OF SHARES	
	20.1.4 it shall not make any offer, issue or distribution or take any action the effect of which would be to reduce the Conversion Price below the par value of the Shares of the Company unless permitted under the Conditions in the Schedule 2 of this Trust Deed;	20.1.4 it shall not make any offer, issue or distribution or take any action the effect of which would be to reduce the Conversion Price below the par value of the Shares of the Company unless permitted under the Conditions in the Schedule 2 of this Trust Deed;
	20.1.5 it shall use its best endeavours to obtain and maintain the listing of the New Shares issued in satisfaction of the Conversion Rights hereunder on Bursa Securities; and	20.1.5 it shall use its best endeavours to obtain and maintain the listing of the New Shares issued in satisfaction of the Conversion Rights hereunder on Bursa Securities; and

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
	20.1.6 it shall procure that except with the prior written approval of the Trustee (such approval not to be unreasonably withheld) no compromise or arrangement within the meaning of Section 176 of the Act will be made affecting the Company's share capital.	20.1.6 <u>5</u> it shall procure that except with the prior written approval of the Trustee (such approval not to be unreasonably withheld) no compromise or arrangement within the meaning of Section 176 <u>366</u> of the Act will be made affecting the Company's share capital.
28.2	Without limiting the generality of Clause 28.1, the Trustee may, without the consent of the ICULS Holders at any time and from time to time approve any addition to, or modification of or deletion from, this Trust Deed for the purpose of giving effect to Clause 27 herein (including any change in the law governing this Trust Deed or the cancellation of this Trust Deed and the substitution therefor of a new trust deed or other instrument) provided that the Trustee is satisfied that the rights and interests of the ICULS Holders are properly safeguarded and that, having regard to the Company's Successor and to the jurisdiction and law applicable to the Company's Successor, the rights and interests of the ICULS Holders under the amended, modified or substituted trust deed or other instrument are, as nearly as is practicable, the same as or comparable to the rights and interests of the ICULS Holders under this Trust Deed.	Without limiting the generality of Clause 28.1, the Trustee may, without the consent of the ICULS Holders at any time and from time to time approve any addition to, or modification of or deletion from, this Trust Deed for the purpose of giving effect to Clause 27 <u>28</u> herein (including any change in the law governing this Trust Deed or the cancellation of this Trust Deed and the substitution therefor of a new trust deed or other instrument) provided that the Trustee is satisfied that the rights and interests of the ICULS Holders are properly safeguarded and that, having regard to the Company's Successor and to the jurisdiction and law applicable to the Company's Successor, the rights and interests of the ICULS Holders under the amended, modified or substituted trust deed or other instrument are, as nearly as is practicable, the same as or comparable to the rights and interests of the ICULS Holders under this Trust Deed.
The First Schedule (Part A)	Form of ICULS Certificate (Both Global and Definitive) Reference made to "SMPC Corporation Bhd (Company No. 79082-V)" be deleted and replaced with "ATTA Global Group Berhad (Company No. 79082-V)" and reference made to "Incorporated in Malaysia under the Companies Act, 1965" be deleted and replaced with "Incorporated under the laws of Malaysia".	
The First Schedule (Part B)	Form of Conversion Notice Reference made to "SMPC Corporation Bhd (Company No. 79082-V)" be deleted and replaced with "ATTA Global Group Berhad (Company No. 79082-V)" and reference made to "Incorporated in Malaysia under the Companies Act, 1965" be deleted and replaced with "Incorporated under the laws of Malaysia".	
Second Schedule	Conditions of the ICULS	
Condition 9.1	<u>Consolidation or Subdivision or Conversion</u>	<u>Consolidation or Subdivision or Conversion</u>

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
	<p>If and whenever there is an alteration to the par value of the Shares as a result of consolidation or subdivision or conversion which shall have the different par value, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:</p> $\frac{A}{B}$ <p>where:</p> <p>A = the par value of one (1) ordinary share immediately after such alteration, i.e. the revised par value;</p> <p>B = the par value of one (1) ordinary share immediately before such alteration, i.e. the former par value.</p> <p>Each such adjustment shall become effective from the close of business on the Market Day next following the date the consolidation or subdivision takes effect.</p>	<p>If and whenever there is an alteration to the par value of the Shares as a result of consolidation or subdivision or conversion <u>of Shares</u> which shall have the different par value, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:</p> $\frac{A}{B}$ <p>where:</p> <p>A = the par value of one (1) ordinary share immediately after such alteration, i.e. the revised par value <u>Aggregate number of issued Shares of the Company immediately before such consolidation or subdivision or conversion;</u> <u>and</u></p> <p>B = the par value of one (1) ordinary share immediately before such alteration, i.e. the former par value. <u>Aggregate number of issued Shares of the Company after such consolidation or subdivision or conversion.</u></p> <p>Each such adjustment shall become effective from the close of business on the Market Day next following the date the consolidation or subdivision <u>or conversion</u> takes effect.</p>
Condition 9.2	<p><u>Capitalisation of Profits or Reserves</u></p> <p>If and whenever the Company issues any Share credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption fund), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:</p> $\frac{C}{C + D}$	<p><u>Capitalisation of Profits or Reserves</u></p> <p>If and whenever the Company issues any Share credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (whether of a capital or income nature and including, <u>if applicable</u>, any share premium account and capital redemption fund), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:</p> $\frac{C}{C + D}$

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
	<p>where:</p> <p>C = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue; and</p> <p>D = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund).</p> <p>Each such adjustment shall become effective (if appropriate, retroactively) from the commencement of the Market Day next following the Record Date for such issue. For the purpose of this Condition 9, "Record Date" in relation to the relevant issue means the date as at the close of business on which Shareholders must be registered in the Record of Depositors maintained by Bursa depositories as such to participate therein.</p>	<p>where:</p> <p>C = the aggregate number of issued and fully paid-up Shares <u>of the Company</u> immediately before such capitalisation issue; and</p> <p>D = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including, <u>if applicable,</u> any share premium account and capital redemption reserve fund).</p> <p>Each such adjustment shall become effective (if appropriate, retroactively) from the commencement of the Market Day next following the Record Date for such issue. For the purpose of this Condition 9, "Record Date" in relation to the relevant issue means the date as at the close of business on which Shareholders must be registered in the Record of Depositors maintained by Bursa depositories as such to participate therein.</p>
Condition 9.3	<p><u>Capital Distribution and Rights Issue</u> [...]</p> <p>For the purpose of this Condition 9.3, "Capital Distribution" shall (without prejudice to the generality of that expression) include distribution in cash or specie or by way of issue of Shares (other than an issue falling within Condition 9.2) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the Shareholders as shown in the audited consolidated income statements of the Company.</p>	<p><u>Capital Distribution and Rights Issue</u> [...]</p> <p>For the purpose of this Condition 9.3, "Capital Distribution" shall (without prejudice to the generality of that expression) include distribution in cash or specie or by way of issue of Shares (other than an issue falling within Condition 9.2) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including, <u>if applicable,</u> any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the Shareholders as shown in the audited consolidated income statements of the Company.</p>

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
Condition 9.4.1	<p><u>Issue or allotment of Shares</u></p> <p>[...]</p> <p>where:-</p> <p>I = the aggregate number of issued and fully paid-up Shares on the Record Date;</p>	<p><u>Issue or allotment of Shares</u></p> <p>[...]</p> <p>where:-</p> <p>I = the aggregate number of issued and fully paid-up Shares on the Record Date;</p>
Condition 9.6	<p>Any adjustment to the Conversion Price will be rounded upwards to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares into shares of a larger par value) involve an increase in the Conversion Price or a reduction in the Conversion Price below the par value of the Shares for the time being. No adjustments to the Conversion Price shall be made unless it has been certified to be in accordance with Condition 9 by the Auditors. No adjustments will be made to the Conversion Price in any case in which the amount by which the same would be reduced would be less than one (1) sen but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.</p>	<p>Any adjustment to the Conversion Price will be rounded upwards to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares into shares of a larger par value) involve an increase in the Conversion Price or a reduction in the Conversion Price below the par value of the Shares for the time being. No adjustments to the Conversion Price shall be made unless it has been certified to be in accordance with Condition 9 by the Auditors. No adjustments will be made to the Conversion Price in any case in which the amount by which the same would be reduced would be less than one (1) sen but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.</p>
Condition 10	<p>TRANSFERABILITY</p> <p>The transfer of any ICULS which have been deposited with Bursa Depository shall be by way of book entry by Bursa Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Companies Act, 1965, but subject to section 107C of the Companies Act, 1965 and any exemption that may be made from compliance with Section 107C of the Companies Act, 1965, the Company shall be precluded from registering and effecting any transfer of such ICULS.</p> <p>The ICULS Holder may transfer the ICULS in the manner provided under the Central Depositories Act and the Rules.</p>	<p>TRANSFERABILITY</p> <p>The transfer of any ICULS which have been deposited with Bursa Depository shall be by way of book entry by Bursa Depository in accordance with the Rules and; notwithstanding sections 103 and 104 of the Companies Act, 1965, but subject to section 107C 148 of the Companies Act, 1965 2016 and any exemption that may be made from compliance with Section 107C 148 of the Companies Act, 1965 2016, the Company shall be precluded from registering and effecting any transfer of such ICULS.</p> <p>The ICULS Holder may transfer the ICULS in the manner provided under the Central Depositories Act and the Rules.</p>

Clauses/ Conditions	Existing Trust Deed	Amended Trust Deed
Condition 12	<p>EVENTS OF DEFAULT</p> <p>[...]</p> <p>(i) the Company entering into any scheme of arrangement, including a scheme of arrangement instituted against the Company and any of its Subsidiaries under Section 176 of the Act; and</p>	<p>EVENTS OF DEFAULT</p> <p>[...]</p> <p>(i) the Company entering into any scheme of arrangement, including a scheme of arrangement instituted against the Company and any of its Subsidiaries under <u>Section 176 Part III, Division 7, Subdivision 2</u> of the Act; and</p>
Condition 23.1	Where a take-over offer is made for any Share pursuant to the Malaysian Code on Take Overs and Mergers, 2010, the Company shall procure that the offeror shall make a take-over offer to purchase all the outstanding ICULS and shall make appropriate arrangements to ensure that the interests of the ICULS Holders are safeguarded.	Where a take-over offer is made for any Share pursuant to the Malaysian Code on Take-Overs and Mergers, 2010 <u>2016 and its Rules on Take-Overs, Mergers and Compulsory Acquisitions</u> , the Company shall procure that the offeror shall make a take-over offer to purchase all the outstanding ICULS and shall make appropriate arrangements to ensure that the interests of the ICULS Holders are safeguarded.
Third Schedule	Meetings of ICULS Holders	
Condition 12	<p>(c) A licensed institution as defined under the Banking and Financial Institutions Act 1989; and a development financial institution as defined under the Development Financial Institutions Act 2002; and</p> <p>(d) An insurance corporation whose activities are regulated by Insurance Act 1996, Takaful Act 1984 or any written law relating to insurance and are subject to supervision by Bank Negara Malaysia and the said insurance corporation is managing its insurance funds (together with its own shareholders' funds or otherwise). For the purposes of this paragraph, 'insurance funds' has the meaning given in section 2 of the Insurance Act 1996.</p>	<p>(c) A licensed institution as defined under the Banking and Financial Institutions Act 1989 <u>Financial Services Act 2013</u>; and a development financial institution as defined under the Development Financial Institutions Act 2002; and</p> <p>(d) An insurance corporation whose activities are regulated by Insurance Act 1996, Takaful Act 1984, <u>Financial Services Act 2013, Islamic Financial Services Act 2013</u> or any written law relating to insurance and are subject to supervision by Bank Negara Malaysia and the said insurance corporation is managing its insurance funds (together with its own shareholders' funds or otherwise). For the purposes of this paragraph, 'insurance funds' has the meaning given in section 2 <u>81</u> of the Insurance Act 1996 <u>Financial Services Act 2013</u>.</p>

2.2 Proposed Deed Poll B Amendments

On 16 May 2012, 20,338,186 Warrants B were listed on the Main Market of Bursa Securities. Additional 1,044,807 Warrants B were issued in accordance with the Deed Poll B consequent to a rights issue corporate exercise and were listed on the Main Market of Bursa Securities on 25 November 2014. As at the LPD, the Company has 21,382,993 outstanding Warrants B.

Pursuant to the Act which had come into effect on 31 January 2017, the Proposed Deed Poll B Amendments are intended to align the Deed Poll B in accordance with the Act, which will be effected by way of a supplemental to the Deed Poll B to be executed by the Company.

The details of the Proposed Deed Poll B Amendments are as follows:

Clauses/ Conditions	Existing Deed Poll B	Amended Deed Poll B
Preamble	All reference made to “SMPC Corporation Bhd” under the Deed Poll shall be replaced with “ <u>ATTA Global Group Berhad</u> ”	
1.1	Definitions	
	Act means the Companies Act, 1965;	Act means the Companies Act, 1965 <u>2016 and any amendments made thereto from time to time;</u>
	Business Day means any day (other than a Saturday or Sunday or public holiday) on which financial institutions licensed under the Banking and Financial Institutions Act 1989 are open for business in Kuala Lumpur;	Business Day means any day (other than a Saturday or Sunday or public holiday) on which financial institutions licensed under the <u>Financial Services Act, 2013</u> Banking and Financial Institutions Act 1989 are open for business in Kuala Lumpur;
	Capital Reduction and Consolidation means the reduction of RM58,180,469 from the issued and paid-up share capital of the Company pursuant to Section 64(1) of the Act by way of cancellation of RM0.90 from the par value of the existing ordinary shares of RM1.00 each in the Company and thereafter the consolidation of ten (10) ordinary shares of RM0.10 each into one (1) new ordinary share of RM1.00 each in the Company;	Capital Reduction and Consolidation means the reduction of RM58,180,469 from the issued and paid-up share capital of the Company pursuant to Section 64(1) of the <u>Companies Act, 1965</u> by way of cancellation of RM0.90 from the par value of the existing ordinary shares of RM1.00 each in the Company and thereafter the consolidation of ten (10) ordinary shares of RM0.10 each into one (1) new ordinary share of RM1.00 each in the Company;
	New Shares means new ordinary shares of RM1.00 each in the Company issued or to be issued by the Company pursuant to any valid exercise of the Exercise Rights represented by the Warrants;	New Shares means new ordinary shares of RM1.00 each in the Company issued or to be issued by the Company pursuant to any valid exercise of the Exercise Rights represented by the Warrants;
	Shares means ordinary shares of RM1.00 each in the share capital of the Company;	Shares means ordinary shares of RM1.00 each in the share capital of the Company;
1.2 (a)	Interpretation	
(9)	‘ related company ’ in relation to any company means any subsidiary or holding company of that company or any subsidiary of that holding	‘ related company ’ in relation to any company means any subsidiary or holding company of that company or any subsidiary of that holding

Clauses/ Conditions	Existing Deed Poll B	Amended Deed Poll B
	company within the meaning of Section 6 of the Act; and	company within the meaning of Section 6 <u>7</u> of the Act; and
6	Undertaking to Protect Exercise Rights	
(c)	not do any act or engage in any transaction, the result of which, having regard to the provisions of Condition 6 of the Conditions, would be to reduce the Exercise Price to below the par value of a Share;	not do any act or engage in any transaction, the result of which, having regard to the provisions of Condition 6 of the Conditions, would be to reduce the Exercise Price to below the par value of a Share [Deleted];
10.1	<u>10.1 Offer to purchase shares in the Company</u> If at any time an offer is made by any person to all Shareholders except the offeror or any company controlled by the offeror or persons acting in concert with the offeror to acquire the whole or any part of the issued and paid-up share capital of the Company or other outstanding securities issued by the Company, the Company must:-	<u>10.1 Offer to purchase shares in the Company</u> If at any time an offer is made by any person to all Shareholders except the offeror or any company controlled by the offeror or persons acting in concert with the offeror to acquire the whole or any part of the issued and paid-up share capital of the Company or other outstanding securities issued by the Company, the Company must:-
Schedule 1	Form of Warrant Certificate Reference made to “.. of RM1.00 each in” shall be removed entirely from the Form of Warrant Certificate	
Schedule 3	Conditions	
Preamble	The issue of up to 25,363,288 warrants (“Warrants”) to subscribe for up to 25,363,288 new ordinary shares of RM1.00 each (“New Shares”) in the capital of SMPC Corporation Bhd. (Company No. 79082-V) (“Company”), was authorised by the resolution of the shareholders of the Company passed in the Extraordinary General Meeting held on 25th January 2012.	The issue of up to 25,363,288 warrants (“Warrants”) to subscribe for up to 25,363,288 new ordinary shares of RM1.00 each (“New Shares”) in the capital of <u>SMPC Corporation Bhd. ATTA Global Group Berhad (Company No. 79082-V)</u> (“Company”), was authorised by the resolution of the shareholders of the Company passed in the Extraordinary General Meeting held on 25 th January 2012.
Condition 6.1	For the purposes of the formula contained in this Condition 6 the following abbreviations will have the following meanings: ONV = The original nominal value for each Shares RNV = The revised nominal value for each Shares B = The aggregate number of Shares to be issued	For the purposes of the formula contained in this Condition 6 the following abbreviations will have the following meanings: ONVS = The original nominal value for each Shares <u>aggregate number of issued Shares of the Company immediately before such consolidation</u>

Clauses/ Conditions	Existing Deed Poll B	Amended Deed Poll B
	<p>pursuant to any allotment to Shareholders credited as fully paid-up by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund).</p>	<p><u>or subdivision or conversion</u></p> <p>RNV<u>S</u> = The revised nominal value for each <u>Shares aggregate number of issued Shares of the Company after such consolidation or subdivision or conversion</u></p> <p>B = The aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid-up by way of capitalisation of profits or reserves (<u>if applicable, including any share premium account and capital redemption reserve fund</u>).</p>
Condition 6.3 (a)	<p>If and whenever a Share by reason of any consolidation or subdivision or par value reduction (by the cancellation of capital which is lost or unrepresented by available assets) or conversion have a different par value, then –</p> <p>(1) the Exercise Price will be adjusted in accordance with the following formula:</p> $NEP = \frac{RNV}{ONV} \times S$ <p>(2) the number of Warrants which a Warrant Holder is entitled to, will be calculated in accordance with the following formula:</p> $ANW = \frac{ONV}{RNV} \times T$ <p>(3) the par value of the New Shares will be adjusted to the revised par value.</p>	<p>If and whenever a Share by reason of any consolidation or subdivision or par value reduction (by the cancellation of capital which is lost or unrepresented by available assets) or conversion have a different par value of a Share, then –</p> <p>(1) the Exercise Price will be adjusted in accordance with the following formula:</p> $NEP = \frac{RNV}{ONS} \times S$ <p>(2) the number of Warrants which a Warrant Holder is entitled to, will be calculated in accordance with the following formula:</p> $ANW = \frac{ONS}{RNV} \times T - T$ <p>(3) the par value of the New Shares will be adjusted to the revised par value.</p>

Clauses/ Conditions	Existing Deed Poll B	Amended Deed Poll B
	Each such Adjustment will be effective from the close of business on the Market Day (or such date as may be prescribed by Bursa Malaysia) next preceding the date on which the consolidation or subdivision or par value reduction or conversion becomes effective (being the date when the Shares are traded on Bursa Malaysia at the new par value).	Each such Adjustment will be effective from the close of business on the Market Day (or such date as may be prescribed by Bursa Malaysia) next preceding the date on which the consolidation or subdivision or par value reduction or conversion becomes effective (being the date when the Shares are traded on Bursa Malaysia at the new par value).
Condition 6.3 (b)	If and whenever the Company makes any issue of Shares to Shareholders credited as fully paid-up, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund), then –	If and whenever the Company makes any issue of Shares to Shareholders credited as fully paid-up, by way of capitalisation of profits or reserves (whether of a capital or income nature and, <u>if applicable, including</u> any share premium account and capital redemption reserve fund), then –
Condition 6.3 (f)	If and whenever the Company makes an allotment to its Shareholders as provided in Condition 0(b) and also makes an offer or invitation to its Shareholders as provided in Condition 0(c)(2), together with an offer or invitation to its Shareholders as provided in Condition 0(c)(3), and the Record Date for the purpose of the allotment is also the Record Date for the offer or invitation, then –	If and whenever the Company makes an allotment to its Shareholders as provided in Condition 0(b) <u>6.3(b)</u> and also makes an offer or invitation to its Shareholders as provided in Condition 0(c)(2) <u>6.3(c)(2)</u> , together with an offer or invitation to its Shareholders as provided in Condition 0(c)(3) <u>6.3(c)(3)</u> , and the Record Date for the purpose of the allotment is also the Record Date for the offer or invitation, then –
Condition 6.3 (g)	If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Condition 6.3(c)(2), 6.3(c)(3), 6.30(d), 6.3(e), or 6.3(f)) the Company issues either any Shares or securities convertible into Shares or securities with rights to acquire or subscribe for Shares and in any such case, the Total Effective Consideration per Share is less than 90% of the Average Price for one (1) Share or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, then the Exercise Price will be adjusted in accordance with the following formula:	If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Condition 6.3(c)(2), 6.3(c)(3), 6.3(d), 6.30(e) <u>6.3(e)</u> , or 6.3(f)) the Company issues either any Shares or securities convertible into Shares or securities with rights to acquire or subscribe for Shares and in any such case, the Total Effective Consideration per Share is less than 90% of the Average Price for one (1) Share or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, then the Exercise Price will be adjusted in accordance with the following formula:
Condition 6.3 (h)(6)	any issue of Shares by the company (other than bonus issues or rights issues) or securities convertible into new Shares or securities with rights	any issue of Shares by the e Company (other than bonus issues or rights issues) or securities convertible into new Shares or securities with rights

Clauses/ Conditions	Existing Deed Poll B	Amended Deed Poll B
	to acquire or subscribe for Shares where the aggregate issuance of which in any 12-month period does not exceed 10% of the outstanding issued and paid-up share capital of the Company; or	to acquire or subscribe for Shares where the aggregate issuance of which in any 12-month period does not exceed 10% of the outstanding <u>existing total number of issued and paid-up shares</u> capital of the Company; or
Condition 6.3 <u>6.4</u> (a)	On any Adjustment to the Exercise Price, the new Exercise Price shall be rounded up to the nearest one (1) Sen and in no event shall any Adjustment (otherwise than upon the consolidation of Shares into shares of a larger par value) involve an increase in the Exercise Price or a reduction in the Exercise Price below the par value of the Shares for the time being or result in a reduction in the number of Warrants which a Warrant Holder is entitled to prior to any such Adjustment to the Exercise Price.	On any Adjustment to the Exercise Price, the new Exercise Price shall be rounded up to the nearest one (1) Sen and in no event shall any Adjustment (otherwise than upon the consolidation of Shares into shares of a larger par value) involve an increase in the Exercise Price or a reduction in the Exercise Price below the par value of the Shares for the time being or result in a reduction in the number of Warrants which a Warrant Holder is entitled to prior to any such Adjustment to the Exercise Price.
Condition 6.4 <u>6.5</u>	Any additional Warrant which may be issued by the Company under this Condition 6 shall be part of the series of the Warrants constituted by the Deed Poll and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time deem fit and expedient including but not limited to the terms and conditions set out herein for the Warrants.	<u>No changes</u>

2.3 Proposed Deed Poll C Amendments

On 25 November 2014, 10,711,565 Warrants C were listed on the Main Market of Bursa Securities. As at the LPD, the Company has 4,782,065 outstanding Warrants C.

Pursuant to the Act which had come into effect on 31 January 2017, the Proposed Deed Poll C Amendments are intended to align the Deed Poll C in accordance in accordance with the Act, which will be effected by way of a supplemental to the Deed Poll C to be executed by the Company.

The details of the Proposed Deed Poll C Amendments are as follows:

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
Preamble	All reference made to “SMPC Corporation Bhd” under the Deed Poll shall be replaced with “ <u>ATTA Global Group Berhad</u> ”	
1 (A)	Interpretation	
	Company or SMPC - SMPC Corporation Bhd. (Company No. 79082-V), a company incorporated in Malaysia having its Registered Office at 55, Medan Ipoh 1A,	Company or SMPC <u>ATTA - SMPC Corporation Bhd. ATTA Global Group Berhad</u> (Company No. 79082-V), a company incorporated in Malaysia having its

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
	Medan Ipoh Bistari, 31400 Ipoh, Perak and includes its successor in title;	Registered Office at 55A, Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak and includes its successor in title;
	Companies Act - the Companies Act, 1965 and includes any amendment consolidation or re-enactment thereof or any new act enacted and gazetted to replace and supersede the Companies Act, 1965;	Companies Act - the Companies Act, 1965 <u>2016</u> and includes any amendment consolidation or re-enactment thereof, or any new act enacted and gazetted to replace and supersede the Companies Act, 1965 <u>made thereto from time to time;</u>
	Exercise Price – RM1.00, being the price payable by a Warrants C Holder upon exercise of the Exercise Rights attached to the Warrants C or such adjusted price as determined in accordance with Condition 3 under the Third Schedule as applicable. In any case, the Exercise Price will not be lower than the par value of the Ordinary Share;	Exercise Price – RM1.00, being the price payable by a Warrants C Holder upon exercise of the Exercise Rights attached to the Warrants C or such adjusted price as determined in accordance with Condition 3 under the Third Schedule as applicable. In any case, the Exercise Price will not be lower than the par value of the Ordinary Share;
	Ordinary Share Capital or Ordinary Share - ordinary share capital and ordinary shares of Ringgit Malaysia One (RM1.00) each of the Company, respectively;	Ordinary Share Capital or Ordinary Share(s) - ordinary share(s) capital and ordinary shares of Ringgit Malaysia One (RM1.00) each of the of the Company, respectively;
	Subsidiary – a subsidiary within the meaning of section 5 of the Companies Act for the time being of the Company;	Subsidiary – a subsidiary within the meaning of section 5 <u>Section 4</u> of the Companies Act for the time being of the Company;
The Second Schedule (Part A)	Form of Warrants C Certificate	
	Reference made to “.. of RM1.00 each in” shall be removed entirely from the Form OF Warrants C Certificate	
	Notes: [...] (v) The attention of the Warrants C Holders is drawn to Part VI of the Capital Markets and Services Act, 2007 and The Malaysian Code on Take-overs and Mergers, 2010 and its Practice Notes as amended or introduced from time to time in relation to the exercise of the Warrants C.	Notes: [...] (v) The attention of the Warrants C Holders is drawn to Part VI of the Capital Markets and Services Act, 2007 and The Malaysian Code on Take-overs <u>Take-Overs</u> and Mergers, 2010 <u>2016</u> and its Practice Notes <u>Rules on Take-Over, Mergers and Compulsory Acquisitions</u> as amended or introduced from time to time in relation to the exercise of the Warrants C.
The Second Schedule (Part B)	Notes: 6. The attention of the Warrants C Holders is drawn to Section 9, Part III and all relevant rules of the Malaysian Code on	Notes: 6. The attention of the Warrants C Holders is drawn to Section 9, Part III and all relevant rules of the Malaysian Code on Take-

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
	Take-overs and Mergers, 2010 and provisions of the Capital Markets and Services Act, 2007 as amended or replaced from time to time.	Take-overs and Mergers, 2010 Paragraph 4.01 of the Rules on <u>Take-Overs, Mergers and Compulsory Acquisitions</u> and provisions of the Capital Markets and Services Act, 2007 as amended or replaced from time to time.
The Second Schedule (Part C)	Subscription of [*] new ordinary shares of Ringgit Malaysia One (RM1.00) each in SMPC Corporation Bhd. (the "Company") pursuant to the exercise of the Exercise Rights attached to [*] Warrants C	Subscription of [*] new ordinary shares of Ringgit Malaysia One (RM1.00) each in SMPC Corporation Bhd. in <u>ATTA Global Group Berhad</u> (the "Company") pursuant to the exercise of the Exercise Rights attached to [*] Warrants C
The Third Schedule	Terms and Conditions of the Warrant C	
Condition 3 (B)	(v) purchase by the Company of its own Ordinary Shares in accordance with the Companies Act, 1965 and all other applicable laws and regulations; or	(v) purchase by the Company of its own Ordinary Shares in accordance with the Companies Act, 1965 <u>2016</u> and all other applicable laws and regulations; or
Condition 3 (C)	Any adjustment to the Exercise Price will be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of new Ordinary Shares into new Ordinary Shares of a larger par value) involve an increase in the Exercise Price. No adjustment shall be made to the Exercise Price in any case in which the amount by which the same would be reduced in accordance with the provisions of the Fourth Schedule would be less than one (1) sen and any adjustment which would otherwise then be required to be made will not be carried forward. In the event of no adjustment, the Company shall not be required to obtain the certification of the Auditors.	Any adjustment to the Exercise Price will be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of new Ordinary Shares into new Ordinary Shares of a larger par value) involve an increase in the Exercise Price. No adjustment shall be made to the Exercise Price in any case in which the amount by which the same would be reduced in accordance with the provisions of the Fourth Schedule would be less than one (1) sen and any adjustment which would otherwise then be required to be made will not be carried forward. In the event of no adjustment, the Company shall not be required to obtain the certification of the Auditors.
Condition 3 (D)	Notwithstanding any provision in this Deed Poll or the Schedules, in the event that any adjustment to the Exercise Price pursuant to the Deed Poll, shall result in the Exercise Price to be reduced below the par value for the time being of an Ordinary Share, the Exercise Price shall be deemed to be adjusted such that the Exercise Price shall be equal to the par value for the time being of the Ordinary Share.	<u>[Deleted]</u>

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
Condition 4 (B)	<p>The Company shall:</p> <p>(i) promptly apply for and shall use its best endeavours to obtain and maintain a listing or quotation for all the Warrants C on Bursa Securities and, for so long as any of the Warrants C remains capable of being exercised, use its best endeavours to obtain and/or maintain a like listing or quotation for the Ordinary Share Capital which is fully paid; and</p> <p>(ii) use its best endeavours to ensure that during such times as the Ordinary Share Capital is so listed or quoted all the Ordinary Share Capital allotted on exercise of the Warrants C will, upon allotment, have a like listing or quotation.</p>	<p>The Company shall:</p> <p>(i) promptly apply for and shall use its best endeavours to obtain and maintain a listing or quotation for all the Warrants C on Bursa Securities and, for so long as any of the Warrants C remains capable of being exercised, use its best endeavours to obtain and/or maintain a like listing or quotation for the Ordinary Share Capital which is fully paid; and</p> <p>(ii) use its best endeavours to ensure that during such times as the Ordinary Share Capital is so listed or quoted all the Ordinary Share Capital allotted on exercise of the Warrants C will, upon allotment, have a like listing or quotation.</p>
Condition 13	<p>Notes:</p> <p>The attention of Warrants C Holders is drawn to Part VI of the Capital Markets and Services Act, 2007 and The Malaysian Code on Take-overs and Mergers, 2010 and its Practice Notes as amended from time to time.</p>	<p>Notes:</p> <p>The attention of the Warrants C Holders is drawn to Part VI of the Capital Markets and Services Act, 2007 and The Malaysian Code on Take-overs and Mergers, 2010 <u>2016</u> and its Practice Notes <u>Rules on Take-Overs, Mergers and Compulsory Acquisitions</u> as amended from time to time.</p>
The Fourth Schedule	Adjustments of Exercise Price and Exercise Rights	
Paragraph 1 (A)	<p>If and whenever an Ordinary Share, by reason of any consolidation or subdivision or conversion or Capital Reduction shall have a different par value, then the Exercise Price shall be adjusted, calculated or determined in the following manner:-</p> <p>(i)</p> $\text{New Exercise Price} = \frac{S \times \text{Revised par value for each Ordinary Share}}{\text{Original par value for each Ordinary Share}}$ <p>(ii) If and whenever an Ordinary Share, by reason of any consolidation or subdivision or conversion (exclude Capital Reduction) shall have a different par value, then the additional number of Warrants</p>	<p>If and whenever an Ordinary Share, by reason of any a consolidation or subdivision or conversion or Capital Reduction shall have a different par value of an Ordinary Share, then the Exercise Price shall be adjusted, calculated or determined in the following manner:-</p> <p>(i)</p> $\text{New Exercise Price} = \frac{S \times U}{V}$ <p>(ii) If and whenever an Ordinary Share, by reason of any a consolidation or subdivision or conversion (exclude Capital Reduction) shall have a different par value of an <u>Ordinary Share,</u> then the additional number of Warrants C to be issued (if any) shall be</p>

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
	<p>C to be issued (if any) shall be adjusted, calculated or determined in the following manner:-</p> <p>Additional number of Warrants C to be issued =</p> $\frac{T \times \text{Original par value for each Ordinary Share}}{\text{Revised par value for each Ordinary Share}}$ <p>where:-</p> <p>S = Existing Exercise Price; and</p> <p>T = Existing number of Warrants C held; and</p> <p>(iii) the par value of the Ordinary Share shall be adjusted to the revised par value of the Ordinary Share.</p> <p>Each such adjustment will be effective from the day on which the consolidation or subdivision or conversion or Capital Reduction becomes effective (being the date when the Ordinary Shares are traded on Bursa Securities at the new par value).</p>	<p>adjusted, calculated or determined in the following manner:-</p> <p>Additional number of Warrants C to be issued = $\frac{T \times V}{U} - T$</p> <p>where:-</p> <p>S = Existing Exercise Price; and</p> <p>T = Existing number of Warrants C held; and</p> <p><u>U = Aggregate number of issued Ordinary Shares of the Company immediately before such consolidation or subdivision or conversion; and</u></p> <p><u>V = Aggregate number of issued Ordinary Shares of the Company after such consolidation or subdivision or conversion.</u></p> <p>(iii) the par value of the Ordinary Share shall be adjusted to the revised par value of the Ordinary Share.</p> <p>Each such adjustment will be effective from the day on which the consolidation or subdivision or conversion or Capital Reduction becomes effective (being the date when the Ordinary Shares are traded on Bursa Securities at the new par value <u>after such consolidation or subdivision or conversion</u>).</p>
Paragraph 1 (B)	B = the aggregate number of Ordinary Shares to be issued pursuant to any allotment to Ordinary Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund);	B = the aggregate number of Ordinary Shares to be issued pursuant to any allotment to Ordinary Shareholders credited as fully paid by way of capitalisation of profits or reserves (including, <u>if applicable</u> , any share premium account and capital redemption reserve fund);

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
Paragraph 1 (C)	For the purpose of this paragraph (C) “Capital Distribution” shall (without prejudice to the generality of that expression) include distribution in cash or specie (other than dividends) or by way of issue (not falling under paragraph (B) above) of Ordinary Shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund). Any distribution out of profits or reserves (including any share premium account or capital redemption reserve fund) made (whenever paid) shall be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the Ordinary Shareholders as shown in the audited consolidated profit and loss accounts of the Company.	For the purpose of this paragraph (C) “Capital Distribution” shall (without prejudice to the generality of that expression) include distribution in cash or specie (other than dividends) or by way of issue (not falling under paragraph (B) above) of Ordinary Shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including, <u>if applicable</u> , any share premium account or capital redemption reserve fund). Any distribution out of profits or reserves (including any share premium account or capital redemption reserve fund) made (whenever paid) shall be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the Ordinary Shareholders as shown in the audited consolidated profit and loss accounts of the Company.
Paragraph 1 (D)	G = the aggregate number of Ordinary Shares in issue and fully paid up on the Entitlement Date;	G = the aggregate number of Ordinary Shares in issue and fully paid up on the Entitlement Date;
Paragraph 1 (H)	(v) any purchase by the Company of its own Ordinary Shares in accordance with the Companies Act, 1965 and all other applicable laws and regulations; or	(v) any purchase by the Company of its own Ordinary Shares in accordance with the Companies Act, 1965 <u>2016</u> and all other applicable laws and regulations; or
Paragraph 1 (I)	The foregoing provisions on adjustment of the Exercise Price shall be subject to the following:- (i) on any adjustment to the Exercise Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Ordinary Shares into Ordinary Shares of a larger par value) involve an increase in the Exercise Price or reduce the number of Warrants C that a Warrant C Holder is already entitled to. In the event of no adjustment, the Company shall not be required to obtain the certification of the Auditors; (ii) [...];	The foregoing provisions on adjustment of the Exercise Price shall be subject to the following:- (i) on any adjustment to the Exercise Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Ordinary Shares into Ordinary Shares of a larger par value) involve an increase in the Exercise Price or reduce the number of Warrants C that a Warrant C Holder is already entitled to. In the event of no adjustment, the Company shall not be required to obtain the certification of the Auditors;

Clauses/ Conditions	Existing Deed Poll C	Amended Deed Poll C
	<p>(iii) in the event that any adjustment to the Exercise Price shall result in the Exercise Price to be reduced below the par value for the time being of an Ordinary Share, the Exercise Price shall be deemed to be adjusted such that the Exercise Price shall be equal to the par value for the time being of the Ordinary Share;</p> <p>(iv) if an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of paragraphs (A) to (G) above (both inclusive) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the directors of the Company, the Approved Adviser and/or the Auditors may agree; and</p> <p>(v) if for any reason an event giving rise to an adjustment to the Exercise Price and the additional number of Warrants C to be issued pursuant to the provisions of this Deed Poll is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the directors of the Company, the Approved Adviser and/or the Auditors may agree.</p>	<p>(ii) <i>[No changes]</i>;</p> <p>(iii) in the event that any adjustment to the Exercise Price shall result in the Exercise Price to be reduced below the par value for the time being of an Ordinary Share, the Exercise Price shall be deemed to be adjusted such that the Exercise Price shall be equal to the par value for the time being of the Ordinary Share;</p> <p>(iv) (iii) if an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of paragraphs (A) to (G) above (both inclusive) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the directors of the Company, the Approved Adviser and/or the Auditors may agree; and</p> <p>(v) (iv) if for any reason an event giving rise to an adjustment to the Exercise Price and the additional number of Warrants C to be issued pursuant to the provisions of this Deed Poll is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the directors of the Company, the Approved Adviser and/or the Auditors may agree.</p>

2.4 Proposed By-Laws Amendments

The Company had implemented the ESOS on 19 November 2012. As at the LPD, the Company has 2,314,497 outstanding ESOS Options.

Pursuant to the Act which had come into effect on 31 January 2017, the Proposed By-Laws Amendments are intended to align the By-Laws in accordance with the Act.

The details of the Proposed By-Laws Amendments are as follows:

By-laws	Existing By-Laws	Amended By-Laws
1	This Scheme shall be called the "SMPC Employees' Share Option Scheme".	This Scheme shall be called the " SMPC <u>ATTA</u> Employees' Share Option Scheme".
3.1	"Act" - Companies Act, 1965	"Act" - Companies Act, 2016 -1965 and any amendments made thereto from time to time
	"Available Balance" - The unissued share capital of the Company which is available for the offer of further Options subject to the limit set out in By-Law 4.2 and after deducting all Options which have been offered and accepted	"Available Balance" - The unissued shares capital of the Company which is available for the offer of further Options subject to the limit set out in By-Law 4.2 and after deducting all Options which have been offered and accepted
	"Company" or "SMPC" - SMPC Corporation Bhd (79082-V)	"Company" or " SMPC " " <u>ATTA</u> " - SMPC Corporation Bhd <u>ATTA Global Group Berhad</u> (79082-V)
	"Director" - All Directors of the Group within the same meaning given in Section 4 of the Act	"Director" - All Directors of the Group within the same meaning given in Section 4- <u>2(1)</u> of the Act
	"Entitlement Date" - The date as at the close of business on which shareholders' names must appear on the Record of Depositors of SMPC in order to participate in any dividends, rights, allotments or other distributions	"Entitlement Date" - The date as at the close of business on which shareholders' names must appear on the Record of Depositors of SMPC <u>ATTA</u> in order to participate in any dividends, rights, allotments or other distributions
	"Group" or "SMPC Group" - SMPC and its subsidiaries which are not dormant, collectively	"Group" or " SMPC <u>ATTA</u> Group" - SMPC <u>ATTA</u> and its subsidiaries which are not dormant, collectively
	"Maximum Allowable Allocation" - The maximum number of new SMPC Shares that may be offered and allotted to the Eligible Employees in accordance with the provisions of By-Law 6	"Maximum Allowable Allocation" - The maximum number of new SMPC <u>ATTA</u> Shares that may be offered and allotted to the Eligible Employees in accordance with the provisions of By-Law 6
	"Option" - The right of a Grantee to subscribe for new SMPC Share pursuant to the contract constituted by acceptance by the Grantee in the manner provided in By-Law 8 of an Offer made to such Grantee by the ESOS Committee pursuant to By-Law 7	"Option" - The right of a Grantee to subscribe for new SMPC - <u>ATTA</u> Share pursuant to the contract constituted by acceptance by the Grantee in the manner provided in By-Law 8 of an Offer made to such Grantee by the ESOS Committee pursuant to By-Law 7
	"Scheme" - The scheme for the granting of Options to Eligible Employees to subscribe for new SMPC Shares upon the terms as herein set out, such scheme to be known as the "SMPC Employees' Share Option Scheme"	"Scheme" - The scheme for the granting of Options to Eligible Employees to subscribe for new SMPC <u>ATTA</u> Shares upon the terms as herein set out, such scheme to be known as the " SMPC <u>ATTA</u> Employees' Share Option Scheme"
	"SMPC Share(s)" or "Share(s) - Ordinary share(s) of RM1.00 each in	" SMPC <u>ATTA</u> Share(s)" or "Share(s) - Ordinary share(s) of

By-laws	Existing By-Laws	Amended By-Laws
	SMPC or such other par value as determined from time to time	RM1.00 each in SMPC-ATTA or such other par value as determined from time to time
4	MAXIMUM NUMBER OF NEW SMPC SHARES AVAILABLE UNDER THE SCHEME	MAXIMUM NUMBER OF NEW SMPC—<u>ATTA</u> SHARES AVAILABLE UNDER THE SCHEME
4.2	The maximum number of new SMPC Shares to be allotted and issued pursuant to the exercise of the Options that may be granted under the Scheme shall not, in aggregate, exceed fifteen percent (15%) of the issued and paid-up share capital (excluding treasury shares) of the Company at any one time throughout the duration of the Scheme as provided in By-Law 19.3	The maximum number of new SMPC <u>ATTA</u> Shares to be allotted and issued pursuant to the exercise of the Options that may be granted under the Scheme shall not, in aggregate, exceed fifteen percent (15%) of the issued and paid-up share capital <u>total number of issued shares</u> (excluding treasury shares) of the Company at any one time throughout the duration of the Scheme as provided in By-Law 19.3
4.3	Notwithstanding By-Law 4.2 above or any other provision herein contained, in the event the maximum number of new Shares comprised in the Options granted under the Scheme exceeds the aggregate of fifteen percent (15%) of the issued and paid-up ordinary share capital (excluding treasury shares) of the Company as a result of the Company purchasing its own Shares pursuant to Section 67A of the Act or undertaking any other corporate proposal and thereby diminishing the issued and paid-up capital of the Company, then the Options granted prior to the adjustment of the issued and paid-up share capital of the Company shall remain valid and exercisable in accordance with these By-Laws. However, in such a situation, the ESOS Committee shall not make any further Offers unless and until such time when the total number of Options granted and to be granted under the Scheme falls below fifteen percent (15%) of the Company's issued and paid-up share capital (excluding treasury shares).	Notwithstanding By-Law 4.2 above or any other provision herein contained, in the event the maximum number of new Shares comprised in the Options granted under the Scheme exceeds the aggregate of fifteen percent (15%) of the issued and paid-up ordinary share capital <u>total number of issued shares</u> (excluding treasury shares) of the Company as a result of the Company purchasing its own Shares pursuant to Section 67A <u>127</u> of the Act or undertaking any other corporate proposal and thereby diminishing the issued and paid-up capital <u>total number of issued shares</u> of the Company, then the Options granted prior to the adjustment of the issued and paid-up share capital <u>total number of issued shares</u> of the Company shall remain valid and exercisable in accordance with these By-Laws. However, in such a situation, the ESOS Committee shall not make any further Offers unless and until such time when the total number of Options granted and to be granted under the Scheme falls below fifteen percent (15%) of the Company's issued and paid-up share capital <u>total number of issued shares</u> (excluding treasury shares).
4.4	The Company will keep available sufficient unissued Shares in its authorised share capital to satisfy all outstanding Options throughout the duration of the Scheme.	[Deleted]

By-laws	Existing By-Laws	Amended By-Laws
5.1	<p>Any employee (including Directors) of the SMPC Group who fulfils the following conditions shall be eligible to participate in the Scheme:-</p> <p>[..]</p> <p>(c) The employee must have been confirmed in service and must have served the SMPC Group on a continuous full time basis for a period of not less than six (6) months prior to the Date of Offer and is on the payroll of any company within the SMPC Group or in the case of a Director has been appointed to the board of directors of any member of the Group.</p>	<p>Any employee (including Directors) of the <u>SMPC ATTA</u> Group who fulfils the following conditions shall be eligible to participate in the Scheme:-</p> <p>[..]</p> <p>(c) The employee must have been confirmed in service and must have served the <u>SMPC ATTA</u> Group on a continuous full time basis for a period of not less than six (6) months prior to the Date of Offer and is on the payroll of any company within the <u>SMPC ATTA</u> Group or in the case of a Director has been appointed to the board of directors of any member of the Group.</p>
6.1	<p>(ii) the allocation to a Director or employee who, singly or collectively through persons connected with them, holds 20% or more of the issued and paid-up capital (excluding treasury shares) of SMPC, does not exceed 10% of the total number of new Shares to be issued under the Scheme.</p>	<p>(ii) the allocation to a Director or employee who, singly or collectively through persons connected with them, holds 20% or more of the issued and paid-up capital <u>total number of issued shares</u> (excluding treasury shares) of <u>SMPC ATTA</u>, does not exceed 10% of the total number of new Shares to be issued under the Scheme.</p>
6.2	<p>(b) Not more than forty per centum (40%) of the Shares available under the Scheme would be allocated in aggregate, to the Directors and the Senior Management of the SMPC Group.</p>	<p>(b) Not more than forty per centum (40%) of the Shares available under the Scheme would be allocated in aggregate, to the Directors and the Senior Management of the <u>SMPC ATTA</u> Group.</p>
8.3	<p>The Offer shall automatically lapse and be null and void in the event of death of the Eligible Employees or ceasing to be employed or ceasing to be appointed as a Director of the SMPC Group for any reason whatsoever prior to the acceptance of the Letter of Offer by the Eligible Employee in the manner set out in By-Law 8</p>	<p>The Offer shall automatically lapse and be null and void in the event of death of the Eligible Employees or ceasing to be employed or ceasing to be appointed as a Director of the <u>SMPC ATTA</u> Group for any reason whatsoever prior to the acceptance of the Letter of Offer by the Eligible Employee in the manner set out in By-Law 8</p>
10.3	<p>A Grantee shall exercise his Options by notice in writing to the Company in the prescribed form stating the number of Options exercised, the number of new Shares relating thereto and the Grantee's individual/nominee CDS Account number ("Exercise Notice"). The</p>	<p>A Grantee shall exercise his Options by notice in writing to the Company in the prescribed form stating the number of Options exercised, the number of new Shares relating thereto and the Grantee's individual/nominee CDS Account number ("Exercise Notice"). The</p>

By-laws	Existing By-Laws	Amended By-Laws
	<p>procedure for the exercise of Options to be complied with by a Grantee shall be determined by the ESOS Committee from time to time. The Options shall be exercised in multiples of and not less than one hundred (100) new SMPC Shares. The exercise by a Grantee of some but not all of the Options which have been offered to and accepted by him shall not preclude the Grantee from subsequently exercising any other Options which have been or will be offered to and accepted by him, during the Option Period. In the event that the balance of the SMPC Shares exercisable by a Grantee in accordance with these By-Laws shall be less than one hundred (100) new SMPC Shares, the said balance shall, if exercised, must be exercised in a single tranche.</p>	<p>procedure for the exercise of Options to be complied with by a Grantee shall be determined by the ESOS Committee from time to time. The Options shall be exercised in multiples of and not less than one hundred (100) new <u>SMPC ATTA</u> Shares. The exercise by a Grantee of some but not all of the Options which have been offered to and accepted by him shall not preclude the Grantee from subsequently exercising any other Options which have been or will be offered to and accepted by him, during the Option Period. In the event that the balance of the <u>SMPC ATTA</u> Shares exercisable by a Grantee in accordance with these By-Laws shall be less than one hundred (100) new <u>SMPC ATTA</u> Shares, the said balance shall, if exercised, must be exercised in a single tranche.</p>
11	<p>The Subscription Price of each new Share comprised in any Option shall be determined by the Board upon recommendation of the ESOS Committee and fixed at the higher of the following:-</p> <p>(a) The weighted average market price of the Shares for the five (5) Market Days, at the time the Options if offered, with a discount of not more than ten percent (10%) or such other percentage of discount to the weighted average market price of the Shares for the five (5) Market Days as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the ESOS; and</p> <p>(b) the par value of the Shares;</p> <p>subject to such adjustments as stipulated under By-Law 15 herein or as may be amended from time to time.</p>	<p>The Subscription Price of each new Share comprised in any Option shall be determined by the Board upon recommendation of the ESOS Committee and <u>shall be fixed based on at the higher of the following:-</u></p> <p>(a) The weighted average market price of the Shares for the five (5) Market Days, at the time the Options if offered, with a discount of not more than ten percent (10%) or such other percentage of discount to the weighted average market price of the Shares for the five (5) Market Days as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the ESOS; and</p> <p>(b) the par value of the Shares;</p> <p>subject to such adjustments as stipulated under By-Law 15 herein or as may be amended from time to time.</p>
12	<p>RANKING OF THE NEW SMPC SHARES TO BE ISSUED PURSUANT TO THE EXERCISE OF THE OPTIONS</p> <p>The new SMPC Shares to be issued upon the exercise of any Options, will upon allotment and issuance, rank <i>pari passu</i> in all respects with the then existing issued and paid-up SMPC Shares, except that the new SMPC Shares will not be entitled to</p>	<p>RANKING OF THE NEW <u>SMPC ATTA</u> SHARES TO BE ISSUED PURSUANT TO THE EXERCISE OF THE OPTIONS</p> <p>The new <u>SMPC ATTA</u> Shares to be issued upon the exercise of any Options, will upon allotment and issuance, rank <i>pari passu</i> in all respects with the then existing issued and paid-up SMPC <u>ATTA</u> Shares, except that the new <u>SMPC ATTA</u></p>

By-laws	Existing By-Laws	Amended By-Laws
	any dividends, rights, allotments and/or other distributions, the entitlement date of which is prior to the date of allotment of the new SMPC Shares. The new SMPC Shares will be subject to all provisions of the Articles of Association of the Company relating to the transfer, transmission and otherwise.	Shares will not be entitled to any dividends, rights, allotments and/or other distributions, the entitlement date of which is prior to the date of allotment of the new <u>SMPC ATTA</u> Shares. The new <u>SMPC ATTA</u> Shares will be subject to all provisions of the Articles of Association of the Company relating to the transfer, transmission and otherwise.
13	[...] An Eligible Employee, who is a Non-Executive Director shall not sell, transfer or assign the new SMPC Shares obtained through the exercise of Options offered to him pursuant to the Scheme within one (1) year from the Date of Offer, as per Listing Requirements or any prevailing applicable guidelines.	[...] An Eligible Employee, who is a Non-Executive Director shall not sell, transfer or assign the new <u>SMPC ATTA</u> Shares obtained through the exercise of Options offered to him pursuant to the Scheme within one (1) year from the Date of Offer, as per Listing Requirements or any prevailing applicable guidelines.
15.1	[...] as shall be necessary to give a Grantee the same proportion of the issued capital of the Company as that to which he was entitled prior to the event giving rise to such adjustment.	[...] as shall be necessary to give a Grantee the same proportion of the issued <u>share</u> capital of the Company as that to which he was entitled prior to the event giving rise to such adjustment.
15.2	(h) A purchase by the Company of its own Shares pursuant to Section 67A of the Act. In this event, the following provisions shall apply:- (i) if the number of Shares in respect of Options granted by the Company as the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is greater than fifteen percent (15%) of the issued capital of the Company after such designation or cancellation, the ESOS Committee shall not make any further Offers; and (ii) if the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is less than fifteen percent (15%) of the	(h) A purchase by the Company of its own Shares pursuant to Section 67A-127 of the Act. In this event, the following provisions shall apply:- (i) if the number of Shares in respect of Options granted by the Company as the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is greater than fifteen percent (15%) of the <u>total number of issued shares</u> issued capital of the Company after such designation or cancellation, the ESOS Committee shall not make any further Offers; and (ii) if the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is less than fifteen percent (15%) of the

By-laws	Existing By-Laws	Amended By-Laws
	<p>issued and paid-up ordinary share capital of the Company after such designation or cancellation, the ESOS Committee may make further Offers only until the total number of Options granted by the Company but remained unexercised is equivalent to the fifteen percent (15%) of the issued capital of the Company after such designation or cancellation.</p>	<p><u>total number of issued shares</u> issued and paid-up ordinary share capital of the Company after such designation or cancellation, the ESOS Committee may make further Offers only until the total number of Options granted by the Company but remained unexercised is equivalent to the fifteen percent (15%) of the issued capital <u>total number of issued shares</u> of the Company after such designation or cancellation.</p>
15.3	<p>In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part VII of the Act, By-Law 15.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company provided always that By-Law 15.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.2 applies.</p>	<p>In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part VII <u>Part III, Division 7, Subdivision 2</u> of the Act, By-Law 15.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company provided always that By-Law 15.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.2 applies.</p>
15.5	<p>In the event of a dispute in respect of any adjustment, any Grantee may request the Company to seek the opinion of an approved company auditor or a licensed investment bank, acting as an expert and not as an arbitrator, as to its fairness and that this be confirmed in writing. In addition, the Company shall in such situations, at the request of any Grantee, furnish such Grantee with a certificate from an approved company auditor or a licensed investment bank stating the opinion of such auditor/investment bank acting as an expert and not as an arbitrator.</p> <p>For the purposes of this By- Law, an approved company auditor shall have the meaning given in Section 8 of the Act and a licensed investment bank shall be licensed by Bank Negara Malaysia. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.</p>	<p>In the event of a dispute in respect of any adjustment, any Grantee may request the Company to seek the opinion of an approved company auditor or a licensed investment bank, acting as an expert and not as an arbitrator, as to its fairness and that this be confirmed in writing. In addition, the Company shall in such situations, at the request of any Grantee, furnish such Grantee with a certificate from an approved company auditor or a licensed investment bank stating the opinion of such auditor/investment bank acting as an expert and not as an arbitrator.</p> <p>For the purposes of this By- Law, an approved company auditor shall have the meaning given in Section <u>8</u> 263 of the Act and a licensed investment bank shall be licensed by Bank Negara Malaysia. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.</p>

By-laws	Existing By-Laws	Amended By-Laws
16.1	In the event of an take-over offer being made for Shares under the Malaysian Code on Take-Overs and Mergers, 2010 and such offer being declared unconditional, the following provisions shall apply:- [...]	In the event of an a a take-over offer being made for Shares under the Malaysian Code on Take-Overs and Mergers, 2010 2016 and its Rules on <u>Take-Overs, Mergers and Compulsory Acquisitions</u> and such offer being declared unconditional, the following provisions shall apply:- [...]
17.2	For the purposes of By-Law 17.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 5 of the Act.	For the purposes of By-Law 17.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 5 4 of the Act.
Attachment 1 of the By-Laws		
(a)	<p>If and whenever a Share by reason of any consolidation or subdivision or conversion shall have a different par value, the Subscription Price and the additional Shares comprised in the Options so far as unexercised (“Additional Shares Under Option”) shall be adjusted, calculated or determined in the following manner:</p> $\text{New Subscription Price} = \frac{S \times \text{Revised par value for each Share}}{\text{Original par value for each Share}}$ $\text{Additional Shares Under Option} = \frac{T \times \text{Original par value for each Share}}{\text{Revised par value for each Share}} - T$ <p>Where:-</p> <p>S = Existing Subscription Price; and</p> <p>T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised</p> <p>(The par value shall be adjusted to the revised par value)</p>	<p>If and whenever a Share by reason of any consolidation or subdivision or conversion shall have a different par value of a Share, the Subscription Price and the additional Shares comprised in the Options so far as unexercised (“Additional Shares Under Option”) shall be adjusted, calculated or determined in the following manner:</p> $\text{New Subscription Price} = \frac{S \times U}{V}$ $\text{Additional Shares Under Option} = \frac{T \times V}{U} - T$ <p>Where:-</p> <p>S = Existing Subscription Price; and</p> <p>T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised</p> <p><u>U = Aggregate number of issued Shares of the Company</u></p>

By-laws	Existing By-Laws	Amended By-Laws
	<p>Each such adjustment will be effective from the close of business of the Market Day next following the date on which the consolidation or subdivision or conversion becomes effective (being the date on which the Shares are traded on Bursa Securities at the new par value) or such other date as may be prescribed by Bursa Securities.</p>	<p><u>immediately before such consolidation or subdivision or conversion; and</u></p> <p><u>V = Aggregate number of issued Shares of the Company after such consolidation or subdivision or conversion.</u></p> <p>(The par value shall be adjusted to the revised par value)</p> <p>Each such adjustment will be effective from the close of business of the Market Day next following the date on which the consolidation or subdivision or conversion becomes effective (being the date on which the Shares are traded on Bursa Securities <u>at the new par value after such consolidation or subdivision or conversion</u>) or such other date as may be prescribed by Bursa Securities.</p>
(b)	<p>If and whenever the Company shall make an issue of new Shares credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund), the Subscription Price shall be adjusted by multiplying it by the following fraction:-</p> $\text{New Subscription Price} = \frac{S \times A}{A + B}$ <p>Whilst the Additional Shares Under Option shall be calculated in the following manner:-</p> $\text{Additional Shares Under Option} = \frac{T \times (A + B)}{A} - T$ <p>Where:-</p> <p>A = The aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;</p>	<p>If and whenever the Company shall make an issue of new Shares credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including, <u>if applicable</u>, any share premium account and capital redemption reserve fund), the Subscription Price shall be adjusted by multiplying it by the following fraction:-</p> $\text{New Subscription Price} = \frac{S \times A}{A + B}$ <p>Whilst the Additional Shares Under Option shall be calculated in the following manner:-</p> $\text{Additional Shares Under Option} = \frac{T \times (A + B)}{A} - T$ <p>Where:-</p> <p>A = The aggregate number of issued and fully paid-up Shares of the Company immediately before such capitalisation issue;</p>

By-laws	Existing By-Laws	Amended By-Laws
	<p>B = The aggregate number of new Shares to be issued pursuant to any allotment credited as fully-paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund);</p> <p>S = Existing Subscription Price; and</p> <p>T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised</p> <p>Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for such issue.</p>	<p>B = The aggregate number of new Shares to be issued pursuant to any allotment credited as fully-paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including, <u>if applicable</u>, any share premium account and capital redemption reserve fund);</p> <p>S = Existing Subscription Price; and</p> <p>T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised</p> <p>Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for such issue.</p>
(c)	<p>[...]</p> <p>For the purpose of this paragraph (c), "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares (other than an issue falling within paragraph (b) above) credited as fully or partly paid up by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period or made shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated income statement of the Company.</p>	<p>[...]</p> <p>For the purpose of this paragraph (c), "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares (other than an issue falling within paragraph (b) above) credited as fully or partly paid up by way of capitalisation of profits or reserves (whether of a capital or income nature and including, <u>if applicable</u>, any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period or made shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated income statement of the Company.</p>
(d)	<p>[...]</p> <p>Where:</p> <p>G = The aggregate number of issued and fully paid-up Shares on the entitlement date;</p>	<p>[...]</p> <p>Where:</p> <p>G = The aggregate number of issued and fully paid-up Shares on the entitlement date;</p>

By-laws	Existing By-Laws	Amended By-Laws
(g)	<p>For the purposes of this paragraph (g) the “Total Effective Consideration” shall be determined by the Directors of the Company with the concurrence of the Company’s external auditors or a licensed investment bank and shall be :-</p> <p>(ii) In the case of the issue by the Company of securities wholly or party convertible into new Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or</p> <p>The foregoing provisions in adjustment of the Subscription Price shall be subject to the following:-</p> <p>(a) On any such adjustment the resultant Subscription Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares into Shares of larger par value) involve an increase in the Subscription Price or reduce the number of Shares comprised in the Option so far as unexercised to which the Grantee is already entitled to;</p> <p>(b) [...]</p> <p>(c) If an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of paragraphs (a) to (g) of By-Law 15.1 (both inclusive) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree; and</p> <p>(d) If for any reason an event giving rise to an adjustment to</p>	<p>For the purposes of this paragraph (g) the “Total Effective Consideration” shall be determined by the Directors of the Company with the concurrence of the Company’s external auditors or a licensed investment bank and shall be :-</p> <p>(ii) In the case of the issue by the Company of securities wholly or party <u>partly</u> convertible into new Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or</p> <p>The foregoing provisions in adjustment of the Subscription Price shall be subject to the following:-</p> <p>(a) On any such adjustment the resultant Subscription Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares into Shares of larger par value) involve an increase in the Subscription Price or reduce the number of Shares comprised in the Option so far as unexercised to which the Grantee is already entitled to;</p> <p>(b) [...]</p> <p>(c) If an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of paragraphs (a) to (g) of By-Law 15.1 (both inclusive) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree; and</p> <p>(d) If for any reason an event giving rise to an adjustment to</p>

By-laws	Existing By-Laws	Amended By-Laws
	<p>the Subscription Price and/or the number of Shares comprised in the option so far as unexercised to which a Grantee may be entitled to is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree.</p> <p>(e) No adjustment shall be made in any event whereby the Subscription Price would be reduced to below the par value of a Share and in the event that any adjustment shall result in the Subscription Price be reduced below the par value of a Share, then the adjustment shall be made to the par value of a Share only; and</p> <p>(f) In determining a Grantee's entitlements to subscribe for Shares, any fractional entitlements will be disregarded.</p>	<p>to the Subscription Price and/or the number of Shares comprised in the option so far as unexercised to which a Grantee may be entitled to is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree; <u>and</u></p> <p>(e) No adjustment shall be made in any event whereby the Subscription Price would be reduced to below the par value of a Share and in the event that any adjustment shall result in the Subscription Price be reduced below the par value of a Share, then the adjustment shall be made to the par value of a Share only; and</p> <p>(f)(e) In determining a Grantee's entitlements to subscribe for Shares, any fractional entitlements will be disregarded.</p>

3. RATIONALE FOR THE PROPOSED AMENDMENTS

The Proposed Amendments are intended to:

- (i) align the Trust Deed, Deed Poll B, Deed Poll C and By-Laws in accordance with the Act, including amongst others, to cater for the implementation of no par value regime under the Act which came into effect on 31 January 2017; and
- (ii) ensure the interests of the ICULS Holders, Warrants B Holders, Warrants C Holders and ESOS Option Holders will not be prejudiced pursuant to the implementation of no par value regime.

4. EFFECTS OF THE PROPOSED AMENDMENTS

4.1 Issued share capital

The Proposed Amendments will not have any effect on the issued share capital of the Company.

4.2 NA and gearing

The Proposed Amendments will not have any effect on the Group's consolidated NA per share and consolidated gearing.

4.3 Substantial shareholders' shareholdings

The Proposed Amendments will not have any effect on the substantial shareholders' shareholdings in the Company.

4.4 Earnings and EPS

The Proposed Amendments are not expected to have any effect on the consolidated earnings and EPS of the Group.

4.5 Convertible securities

Save for the outstanding ICULS, Warrants B, Warrants C and the ESOS Options, the Company does not have any other outstanding convertible securities as at the LPD.

The Proposed Amendments will not give rise to adjustments to the conversion price of the outstanding ICULS. In addition, the Proposed Amendments will not give rise to adjustments to the exercise price and/or number of outstanding Warrants B, Warrants C and ESOS Options.

Please refer to Section 8 of this Circular for further information on the effect of other corporate exercises on the outstanding ICULS, Warrants B, Warrants C and ESOS Options.

5. APPROVALS REQUIRED AND CONDITIONALITY

5.1 Approvals required

- (i) The Proposed Trust Deed Amendments is subject to the approval being obtained from the ICULS Holders at the forthcoming ICULS Holders' Meeting;
- (ii) The Proposed Deed Poll B Amendments is subject to the approval being obtained from the Warrant B Holders at the forthcoming Warrant B Holders' Meeting;
- (iii) The Proposed Deed Poll C Amendments is subject to the approval being obtained from the Warrant C Holders at the forthcoming Warrant C Holders' Meeting; and
- (iv) The Proposed Amendments are subject to the approvals being obtained from the shareholders of the Company at the forthcoming EGM;

5.2 Conditionality

- (i) The Proposed Trust Deed Amendments is conditional upon the approval being obtained from the ICULS Holders and the shareholders of the Company at the forthcoming ICULS Holders' Meeting and EGM, respectively;
- (ii) The Proposed Deed Poll B Amendments is conditional upon the approval being obtained from the Warrant B Holders and the shareholders of the Company at the forthcoming Warrant B Holders' Meeting and EGM, respectively;
- (iii) The Proposed Deed Poll C Amendments is conditional upon the approval being obtained from the Warrant C Holders and the shareholders of the Company at the forthcoming Warrant C Holders' Meeting and EGM, respectively; and
- (iv) The Proposed Amendments are not inter-conditional upon one another and are not conditional upon any other corporate proposals undertaken or to be undertaken by the Company.

6. **INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, ICULS HOLDERS, WARRANT B HOLDERS, WARRANT C HOLDERS AND/OR PERSONS CONNECTED WITH THEM**

None of the Directors, major shareholders of the Company and/or persons connected with them has any interest, direct and/or indirect, in the Proposed Amendments beyond their respective rights as ICULS Holders, Warrant B Holders, Warrant C Holders and ESOS Option Holders (where applicable), which are also applicable to all the holders of the respective class of convertible securities.

None of the ICULS Holders and/or persons connected with them has any interest, direct and/or indirect, in the Proposed Trust Deed Amendments beyond their respective rights as ICULS Holders, which are also applicable to all the ICULS Holders.

None of the Warrant B Holders and/or persons connected with them has any interest, direct and/or indirect, in the Proposed Deed Poll B Amendments beyond their respective rights as Warrant B Holders, which are also applicable to all the Warrant B Holders.

None of the Warrant C Holders and/or persons connected with them has any interest, direct and/or indirect, in the Proposed Deed Poll C Amendments beyond their respective rights as Warrant C Holders, which are also applicable to all the Warrant C Holders.

7. **DIRECTORS' STATEMENT AND RECOMMENDATION**

The Board, having considered all aspects of the Proposed Amendments, including but not limited to the rationale and financial effects of the Proposed Amendments, is of the opinion that the Proposed Amendments are in the best interest of the Company.

Accordingly, the Board recommends that you vote in favour of the relevant resolution(s) pertaining to the Proposed Amendments at the forthcoming Meeting(s).

8. **OTHER CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION**

Save as disclosed below, there are no other outstanding corporate exercises which have been announced but pending completion as at the LPD:

- (i) Proposed subscription of 55% equity interest in Tetap Gembira Development Sdn. Bhd. ("TGSB") by ATTA ("Proposed Subscription")

On 16 February 2017, the Company has issued a letter of undertaking to TGSB whereby ATTA undertakes to subscribe for 1,237,500 new ordinary shares in TGSB ("New TGSB Shares") representing 55% equity interest in TGSB for a total cash consideration of RM6,187,500 ("Subscription Price") subject to the terms and upon the condition contained in the said letter. On 30 June 2017, TGSB and ATTA had agreed to vary the terms and conditions of the letter of undertaking including extending the Proposed Subscription for another period of 6-month to fulfill certain conditions by the parties. The Subscription Price shall be payable by ATTA to TGSB in the following manner:

- (a) RM1,237,500 upon allotment and issuance of the New TGSB Shares at an issue price of RM1.00 each to ATTA; and
- (b) RM4,950,000 shall be treated as the borrowings/advances from ATTA to TGSB as part of the ATTA's obligation.

The total sum of RM6,187,500 will be used to settle Malayan Banking Berhad, being the financier of TGSB, to redeem a property held under title number known as Lot 71113 No. Hakmilik 3416, Mukim 12, Daerah Barat Daya, Penang which is charged to Malayan Banking Berhad for the loan obtained by TGSB.

As at the LPD, the parties have yet to execute the relevant documents in respect of the Proposed Subscription and the transaction is pending completion.

- (ii) Proposed renounceable rights issue of up to 2,515,037,240 new irredeemable convertible preference shares (“ICPS”) at an issue price of RM0.08 per ICPS on the basis of eight (8) ICPS for every one (1) existing ATTA share held on an entitlement date to be determined and announced later (“Proposed Rights Issue of ICPS”) and Proposed amendments to the memorandum and articles of association of ATTA to facilitate the Proposed Rights Issue of ICPS (“Proposed M&A Amendments”).

The Company had, on 31 March 2017 and 25 May 2017, respectively, announced the Proposed Rights Issue of ICPS and the Proposed M&A Amendments (“Proposals”). The circular to shareholders in relation to the Proposals had been despatched to shareholders on 6 July 2017 and the shareholders of the Company had on 16 August 2017 approved the resolutions in relation to the Proposals.

Upon completion of the Proposed Amendments (where applicable), the Proposed Rights Issue of ICPS which to be implemented by the Company, will give rise to adjustments to the conversion/exercise price of the outstanding ICULS, Warrants B, Warrants C and ESOS Options below the then par value of ATTA Shares of RM1.00.

9. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all the required approvals being obtained, the Proposed Amendments are expected to be completed in the fourth (4th) quarter of 2017.

10. MEETINGS

10.1 ICULS HOLDERS’ MEETING

The forthcoming ICULS Holders’ Meeting, the notice of which is enclosed in this Circular, will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 10.30 a.m., or at any adjournment thereof, for the purpose of considering, and if thought fit, passing with or without modification, the resolution (by poll) to give effect to the Proposed Trust Deed Amendments.

If the ICULS Holders are unable to attend, speak and vote in person at the ICULS Holders’ Meeting, the ICULS Holders may complete, sign and return the enclosed Form of Proxy for the ICULS Holders’ Meeting in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than forty-eight (48) hours before the time fixed for the ICULS Holders’ Meeting.

The lodging of the Form of Proxy for the ICULS Holders’ Meeting does not preclude the ICULS Holders from attending, speaking and voting in person at the forthcoming ICULS Holders’ Meeting should the ICULS Holders subsequently decide to do so.

10.2 WARRANT B HOLDERS’ MEETING

The forthcoming Warrant B Holders’ Meeting, the notice of which is enclosed in this Circular, will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 11.30 a.m., or immediately following the conclusion or adjournment of the ICULS Holders’ Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering, and if thought fit, passing with or without modification, the resolution (by poll) to give effect to the Proposed Deed Poll B Amendments.

If the Warrant B Holders are unable to attend, speak and vote in person at the Warrant B Holders’ Meeting, the Warrant B Holders may complete, sign and return the enclosed Form of Proxy for the Warrant B Holders’ Meeting in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than forty-eight (48) hours before the time fixed for the Warrant B Holders’ Meeting.

The lodging of the Form of Proxy for the Warrant B Holders' Meeting does not preclude the Warrant B Holders from attending, speaking and voting in person at the forthcoming Warrant B Holders' Meeting should the Warrant B Holders subsequently decide to do so.

10.3 WARRANT C HOLDERS' MEETING

The forthcoming Warrant C Holders' Meeting, the notice of which is enclosed in this Circular, will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 12.30 p.m., or immediately following the conclusion or adjournment of the Warrant B Holders' Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering, and if thought fit, passing with or without modification, the resolution (by poll) to give effect to the Proposed Deed Poll C Amendments.

If the Warrant C Holders are unable to attend, speak and vote in person at the Warrant C Holders' Meeting, the Warrant C Holders may complete, sign and return the enclosed Form of Proxy for the Warrant C Holders' Meeting in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than forty-eight (48) hours before the time fixed for the Warrant C Holders' Meeting.

The lodging of the Form of Proxy for the Warrant C Holders' Meeting does not preclude the Warrant C Holders from attending, speaking and voting in person at the forthcoming Warrant C Holders' Meeting should the Warrant C Holders subsequently decide to do so.

10.4 EGM

The forthcoming EGM, the notice of which is enclosed in this Circular, will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 2.30 p.m., or immediately following the conclusion or adjournment of the Warrant C Holders' Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering, and if thought fit, passing with or without modification, the resolutions (by poll) to give effect to the Proposed Amendments.

If the shareholders are unable to attend, speak and vote in person at the EGM, the shareholders may complete, sign and return the enclosed Form of Proxy for the EGM in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than forty-eight (48) hours before the time fixed for the EGM.

The lodging of the Form of Proxy for the EGM does not preclude the shareholders from attending, speaking and voting in person at the forthcoming EGM should the shareholders subsequently decide to do so.

11. FURTHER INFORMATION

You are advised to refer to the attached appendices of this Circular for further information.

Yours faithfully,
for and on behalf of the Board of Directors of
ATTA GLOBAL GROUP BERHAD

Ooi Chieng Sim
Executive Chairman

DRAFT AMENDED BY-LAWS**1. NAME OF SCHEME**

This Scheme shall be called the “ATTA Employees’ Share Option Scheme”.

2. OBJECTIVES OF SCHEME

The objectives of the Scheme are:-

- (a) to provide an opportunity for the Eligible Employees to participate directly in the equity interests of the Company;
- (b) to reward and retain the Eligible Employees whose services are vital to the continued growth of the Group;
- (c) to motivate the Eligible Employees towards better performance through greater loyalty to the Group; and
- (d) to reward the Non-Executive Directors in recognition of their contributions to the Group and to enable them to participate in the future growth of the Group.

3. DEFINITIONS AND INTERPRETATION

3.1 In these By-Laws, the following terms and expressions shall have the following meanings:-

“Act”	- Companies Act, 2016 and any amendments made thereto from time to time
“Available Balance”	- The unissued share of the Company which is available for the offer of further Options subject to the limit set out in By-Law 4.2 and after deducting all Options which have been offered and accepted
“Board”	- The Board of Directors of the Company
“Bursa Securities”	- Bursa Malaysia Securities Berhad (635998-W)
“By-Law(s)”	- The rules, terms and conditions of the Scheme (as may be amended, varied or supplemented from time to time in accordance with By-Law 22)
“CDS”	- Central Depository System
“CDS Account”	- An account established by Bursa Malaysia Depository Sdn Bhd (165570-W) for a depositor for the recording of deposits of securities and dealings in such securities by the depositor
“Company” or “ATTA”	- ATTA Global Group Berhad (79082-V)
“Date of Acceptance”	- The date whereupon the ESOS Committee shall receive the written notice from an Eligible Employee accepting an Offer
“Date of Expiry”	- The last day of the duration of the Scheme as provided in By-Law 19.3

DRAFT AMENDED BY-LAWS (Cont'd)

“Date of Offer”	- The date on which an Offer (including any subsequent Offers) is made by the ESOS Committee to an Eligible Employee in the manner provided in By-Law 7
“Director”	- All Directors of the Group within the same meaning given in Section 2(1) of the Act
“Effective Date”	- The effective date for the launching/implementation of the Scheme, as provided in By-Law 19.1
“Eligible Employee”	- An employee (including a Director) who fulfils the conditions of eligibility stipulated in By-Law 5.1
“Entitlement Date”	- The date as at the close of business on which shareholders’ names must appear on the Record of Depositors of ATTA in order to participate in any dividends, rights, allotments or other distributions
“ESOS”	- Employees’ Share Option Scheme
“ESOS Committee”	- A committee comprising of Independent Non-Executive Director(s) and/or senior management (including Executive Directors) appointed from time to time by the Board to administer the Scheme
“Grantee”	- An Eligible Employee who has accepted an Offer in the manner provided in By-Law 8
“Group” or “ATTA Group”	- ATTA and its subsidiaries which are not dormant, collectively
“Listing Requirements”	- The Main Market Listing Requirements of Bursa Securities
“Market Day”	- A day in which Bursa Securities is open for the trading of securities
“Maximum Allowable Allocation”	- The maximum number of new ATTA Shares that may be offered and allotted to the Eligible Employees in accordance with the provisions of By-Law 6
“Offer”	- A written offer made by the ESOS Committee to an Eligible Employee in the manner provided in By-Law 7
“Option”	- The right of a Grantee to subscribe for new ATTA Share pursuant to the contract constituted by acceptance by the Grantee in the manner provided in By-Law 8 of an Offer made to such Grantee by the ESOS Committee pursuant to By-Law 7
“Option Period”	- The period commencing from the Date of Offer and expiring on the Date of Expiry of the Scheme as provided in By-Law 19.3. In the event that the duration of the Scheme shall be extended, the Date of Expiry of the Scheme shall be the date of expiry as so extended
“Scheme”	- The scheme for the granting of Options to Eligible Employees to subscribe for new ATTA Shares upon the terms as herein set out, such scheme to be known as the “ATTA Employees’ Share Option Scheme”

DRAFT AMENDED BY-LAWS (Cont'd)

- “ATTA Share(s)” or “Share(s)” - Ordinary share(s) in ATTA
- “Subscription Price” - The price at which a Grantee shall be entitled to subscribe for each new Share as calculated in accordance with the provisions of By-Law 11
- 3.2 For the purposes of these By-Laws, all references made to “Bursa Securities” and “Listing Requirements” shall where the context so permits and requires, include or refer to such other relevant authority(ies) and such acts, enactments, rules, regulations and guidelines currently or from time to time hereafter in force affecting the valid implementation and continuation of the Scheme in accordance with the provisions of these By-Laws.
- 3.3 The headings in these By-Laws are for ease of reference only and shall not be taken into account in the interpretation of these By-Laws.
- 3.4 References to the provisions of statutes include such provisions as amended or re-enacted from time to time, and references to statutes or listing requirements include any consolidations, replacements or revisions of the same.
- 3.5 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 3.6 Words importing the singular number shall include the plural number and vice versa.
- 3.7 If an event is to occur on a stipulated day, which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day.
- 3.8 Any liberty or power which may be exercised or any determination which may be made hereunder by the ESOS Committee shall be exercised in the ESOS Committee’s absolute and unfettered discretion and the ESOS Committee shall not be under any obligation to give any reason there for except as may be required by the relevant authorities.
- 4. MAXIMUM NUMBER OF NEW ATTA SHARES AVAILABLE UNDER THE SCHEME**
- 4.1 Each Option shall be exercisable into one (1) new Share in accordance with the provisions of these By-Laws.
- 4.2 The maximum number of new ATTA Shares to be allotted and issued pursuant to the exercise of the Options that may be granted under the Scheme shall not, in aggregate, exceed fifteen percent (15%) of the total number of issued shares (excluding treasury shares) of the Company at any one time throughout the duration of the Scheme as provided in By-Law 19.3.
- 4.3 Notwithstanding By-Law 4.2 above or any other provision herein contained, in the event the maximum number of new Shares comprised in the Options granted under the Scheme exceeds the aggregate of fifteen percent (15%) of the total number of issued shares (excluding treasury shares) of the Company as a result of the Company purchasing its own Shares pursuant to Section 127 of the Act or undertaking any other corporate proposal and thereby diminishing the total number of issued shares of the Company, then the Options granted prior to the adjustment of the total number of issued shares of the Company shall remain valid and exercisable in accordance with these By-Laws. However, in such a situation, the ESOS Committee shall not make any further Offers, unless and until such time when the total number of Options granted and to be granted under the Scheme falls below fifteen percent (15%) of the Company’s total number of issued shares (excluding treasury shares).

DRAFT AMENDED BY-LAWS (Cont'd)

5. ELIGIBILITY

- 5.1 Any employee (including Directors) of the ATTA Group who fulfils the following conditions shall be eligible to participate in the Scheme:-
- (a) The employee must be a Malaysian citizen of at least eighteen (18) years of age on the Date of Offer;
 - (b) The employee must fall under such categories or of such criteria that the ESOS Committee may decide at its absolute discretion from time to time; and
 - (c) The employee must have been confirmed in service and must have served the ATTA Group on a continuous full time basis for a period of not less than six (6) months prior to the Date of Offer and is on the payroll of any company within the ATTA Group or in the case of a Director, has been appointed to the board of directors of any member of the Group.

Notwithstanding that, the selection of any Eligible Employees for participation in the Scheme as well as the allocation of Options to any Eligible Employees shall be at the sole and absolute discretion of the ESOS Committee and that the decision of the ESOS Committee shall be final and binding.

- 5.2 The employees (including Directors) of the subsidiaries of the Company which are dormant shall not be eligible to participate in the Scheme.
- 5.3 Subject to By-Law 6.1, in the event that the ESOS Committee has determined that certain Eligible Employees are entitled to be offered additional Options and the Available Balance is insufficient to grant their full additional entitlements, the Available Balance may be distributed on such basis as the ESOS Committee may determine and such decision shall be final and binding.
- 5.4 The ESOS Committee has the sole and absolute discretion not to make further additional Offers regardless of the amount of the Available Balance.
- 5.5 Each Director can only participate in the Scheme in one (1) capacity irrespective of the number of directorships or positions he holds in the Group.
- 5.6 Eligibility under the Scheme does not confer on an employee a claim or right to participate in the Scheme unless the ESOS Committee has made an Offer to the Eligible Employee under By-Law 7, and an Eligible Employee does not acquire or have any rights over or in connection with any Options or the Shares comprised therein unless an Offer has been made by the ESOS Committee and has been accepted by the Eligible Employee in accordance with the terms of the Offer and the Scheme.
- 5.7 A set of criteria on eligibility of the employees and criteria for allocation as determined by the Board from time to time shall be made available to the Eligible Employees. Verification of allocation shall be carried out by the Audit Committee of the Company at the end of each financial year and disclosed in the Annual Report of the Company.

6. BASIS OF ALLOCATION AND MAXIMUM ALLOWABLE ALLOCATION

- 6.1 The criteria and policy for the participation in the Scheme and allocation of new Shares to the Eligible Employees will be determined at the discretion of the ESOS Committee from time to time PROVIDED THAT the following shall be complied with:-
- (i) the Directors and senior management do not participate in the deliberation or discussion of their own allocation; and

DRAFT AMENDED BY-LAWS (Cont'd)

- (ii) the allocation to a Director or employee who, singly or collectively through persons connected with them, holds 20% or more of the total number of issued shares (excluding treasury shares) of ATTA, does not exceed 10% of the total number of new Shares to be issued under the Scheme.

provided always that it is in accordance with any prevailing guidelines issued by Bursa Securities, the Listing Requirements or any other requirements of the relevant authorities and as amended from time to time.

The term "Senior Management" shall be subject to criteria to be determined by the ESOS Committee that may change from time to time. "Person connected" shall have the same meaning as defined in Paragraph 1.01 of the Listing Requirements.

- 6.2 (a) An Offer by the ESOS Committee to an Eligible Employee shall be subject to a minimum of one thousand (1000) Options and in multiples of one thousand (1000) Options.
- (b) Not more than forty per centum (40%) of the Shares available under the Scheme would be allocated in aggregate, to the Directors and the Senior Management of the ATTA Group.
- (c) The allocation of the Options will be staggered over the Duration of the Scheme and no further Options shall be allocated after the first two (2) years of the Scheme.
- (d) The maximum allocation available for each of the first two (2) years of the Scheme is 50% of the Shares available under the Scheme.
- (e) In the event that an Eligible Employee is moved to a higher category, his Maximum Allowable Allocation shall be increased accordingly with the scale of such category upon his confirmation in the higher category. However, the ESOS Committee has sole and absolute discretion in deciding whether to grant Options or further Options, as the case may be, notwithstanding any such change in the Maximum Allowable Allocation.
- (f) In the event that an Eligible Employee is moved to a lower category, the following provisions shall apply:-
- (i) His Maximum Allowable Allocation shall be reduced accordingly with the scale of such category;
- (ii) In the event that the total number of Options which have been offered to him up to the date he is moved to the lower category is greater than his Maximum Allowable Allocation under such lower category, he shall be entitled to continue to hold and to exercise all unexercised Options held by him on such date but he shall not be entitled to be offered any further Options unless and until he is subsequently moved to a higher category or there is an increase to his Maximum Allowable Allocation under such lower category, so that his Maximum Allowable Allocation is increased to an amount greater than the total number of Options which have already been offered to him; and
- (iii) In the event that the total number of Options which have been offered to him up to the date he is moved to the lower category is less than his Maximum Allowable Allocation under such lower category, he shall be entitled to continue to hold and to exercise all unexercised Options held by him on such date and, subject to By-Law 6.3 to be offered further Options up to his Maximum Allowable Allocation under such lower category.

DRAFT AMENDED BY-LAWS (Cont'd)

- 6.3 The number of Options to be offered to each Eligible Employee shall, subject to any adjustments which may be made under By-Law 15 and to each Eligible Employee's Maximum Allowable Allocation, be at the discretion of the ESOS Committee. In exercising its discretion, the ESOS Committee shall take into consideration the seniority, performance and number of years of service of each Eligible Employee has rendered as well as the Maximum Allowable Allocation for the Eligible Employee based on the respective categories. The ESOS Committee shall not be obliged in any way to offer to an Eligible Employee all of the specified Maximum Allowable Allocation. The decision of the ESOS Committee shall be final and binding.
- 6.4 The ESOS Committee may at its discretion introduce additional categories of Eligible Employees which it shall deem necessary during the duration of the Scheme provided always that the Maximum Allowable Allocation in respect of these additional categories are in compliance with the relevant Listing Requirements and applicable laws.
- 6.5 The ESOS Committee may make more than one (1) Offer to an Eligible Employee provided that the aggregate number of Options offered to an Eligible Employee throughout the entire duration of the Scheme does not exceed his Maximum Allowable Allocation.

7. OFFER

- 7.1 During the duration of the Scheme, the ESOS Committee may at its absolute discretion at any time and from time to time make an Offer in writing to an Eligible Employee, subject to the Eligible Employee's Maximum Allowable Allocation.
- 7.2 The ESOS Committee shall state the following particulars in the Letter of Offer:-
- (a) The number of Options that are being offered to the Eligible Employee;
 - (b) The number of Shares which the Eligible Employee shall be entitled to subscribe for upon the exercise of the Options being offered;
 - (c) The Option Period;
 - (d) The Subscription Price;
 - (e) The Offer Period as defined in By-Law 7.3; and
- may include such / any other conditions as may be stipulated by the ESOS Committee.
- 7.3 An Offer shall be valid for a period of fourteen (14) days from the Date of Offer ("**Offer Period**").
- 7.4 No Offer shall be made to any Director of the Company or any employee who is a person connected with a Director or a major shareholder (as defined in the Listing Requirements) of the Company, unless such Offer and the grant of Options have previously been approved by the shareholders of the Company in a general meeting.
- 7.5 Without prejudice to By-Law 21, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Law 7.2, the following provisions shall apply:-
- (a) Within one (1) month after the discovery of the error, the Company shall issue a supplemental Letter of Offer, stating the correct particulars referred to in By-Law 7.2;
 - (b) In the event that the error relates to particulars other than the Subscription Price, the Subscription Price applicable in the supplemental Letter of Offer shall remain as the Subscription Price as per the original Letter of Offer; and

DRAFT AMENDED BY-LAWS (Cont'd)

- (c) In the event that the error relates to the Subscription Price, the Subscription Price applicable in the supplemental Letter of Offer shall be the correct Subscription Price applicable as at the date of the original Letter of Offer, but it shall not apply to any Options which have already been exercised as at the date of issue of the supplemental Letter of Offer.

8. ACCEPTANCE

- 8.1 An Offer shall be accepted by an Eligible Employee within the Offer Period by written notice to the Company accompanied by a payment of a nominal non-refundable consideration of Ringgit Malaysia One (RM1.00) as may be determined by the ESOS Committee for the grant of the Options. The day of receipt of such written notice shall constitute the Date of Acceptance.
- 8.2 If an Offer is not accepted in the manner aforesaid, the Offer shall automatically lapse upon the expiry of the Offer Period. The number of Options offered in the lapsed Offer shall be deducted from the Maximum Allowable Allocation or the balance of the Maximum Allowable Allocation of that Eligible Employee, and that Eligible Employee shall not be entitled to be offered the number of Options offered in the lapsed Offer, in any Offers made in the future. However, Options not taken up resulting from the non-acceptance of Offers within the Offer Period shall thereafter form part of the balance of Options available under the Scheme for future Offers.
- 8.3 The Offer shall automatically lapse and be null and void in the event of death of the Eligible Employees or ceasing to be employed or ceasing to be appointed as a Director of the ATTA Group for any reason whatsoever prior to the acceptance of the Letter of Offer by the Eligible Employee in the manner set out in By-Law 8.

9. NON-TRANSFERABILITY

- 9.1 An Option is personal to the Grantee and subject to the provisions of By-Laws 14.2 and 14.3, is exercisable only by the Grantee personally during his lifetime whilst he is in the employment of any company in the Group.
- 9.2 An Option shall not be transferred, assigned, disposed of or made subject to any encumbrances by the Grantee save and except in the event of the death of the Grantee as provided under By-Law 14.3. Any such transfer, assignment, disposal or encumbrance shall result in the automatic cancellation of the Option.

10. EXERCISE OF OPTIONS

- 10.1 Subject to By-Laws 14.2, 14.3, 16 and 17, a Grantee shall be allowed to exercise the Options granted to him on the terms set out in the Letter of Offer, within three (3) working days from the first (1st) day of the month or such other period that may be stipulated by the ESOS Committee, during his lifetime whilst he is in the employment of the Group and within the Option Period.
- 10.2 Any Options which remain unexercised at the expiry of the Option Period shall be automatically terminated without any claim against the Company.

DRAFT AMENDED BY-LAWS (Cont'd)

- 10.3 A Grantee shall exercise his Options by notice in writing to the Company in the prescribed form stating the number of Options exercised, the number of new Shares relating thereto and the Grantee's individual/nominee CDS Account number ("Exercise Notice"). The procedure for the exercise of Options to be complied with by a Grantee shall be determined by the ESOS Committee from time to time. The Options shall be exercised in multiples of and not less than one hundred (100) new ATTA Shares. The exercise by a Grantee of some but not all of the Options which have been offered to and accepted by him shall not preclude the Grantee from subsequently exercising any other Options which have been or will be offered to and accepted by him, during the Option Period. In the event that the balance of the ATTA Shares exercisable by a Grantee in accordance with these By-Laws shall be less than one hundred (100) new ATTA Shares, the said balance shall, if exercised, must be exercised in a single tranche.
- 10.4 Every Exercise Notice shall be accompanied by a remittance in Ringgit Malaysia as may be determined by the ESOS Committee in the form of a banker's draft or banker's cheque for the full amount of the subscription money in relation to the number of new Shares in respect of which the Exercise Notice is given.
- 10.5 Within eight (8) Market Days of the receipt by the Company of such Exercise Notice and payment, or such other period as may be prescribed by Bursa Securities, and subject to the Articles of Association of the Company, the Company shall allot the relevant number of new Shares to the Grantee. The said new Shares will be credited directly into the Grantee's individual/nominee CDS Account as stipulated by the Grantee in the Exercise Notice, and a notice of allotment stating the number of new Shares so credited will be issued to the Grantee. No physical certificates will be issued. An application will be made by the Company for the listing of and quotation for such new Shares to Bursa Securities.
- 10.6 The Company, the Board and the ESOS Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities howsoever arising in the event of any delay on the part of the Company in allotting and issuing the new Shares or in procuring Bursa Securities to list and quote the new Shares subscribed for by a Grantee or any delay in receipt or non-receipt by the Company of the Exercise Notice or for any errors in any Offers.
- 10.7 Notwithstanding anything to the contrary contained in these By-Laws, the ESOS Committee shall have the discretion by notice in writing to any Grantee who is being subjected to any disciplinary proceeding (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service) to suspend his rights to exercise his Option pending the outcome of such disciplinary proceeding. In addition to this rights of suspension, the ESOS Committee may impose such terms and conditions as it shall deem appropriate in its discretion, on the rights of exercise of the Option having regard to the nature of the charges made or brought against such Grantee, provided always that:
- (a) in the event such Grantee is found not guilty of the charges which gave rise to such disciplinary proceeding at the end of its proceedings, the ESOS Committee shall reinstate the rights of such Grantee to exercise his Option as if such disciplinary proceeding had not been instituted in the first place;
 - (b) in the event the disciplinary proceeding resulted in a recommendation for the dismissal or termination of service of such Grantee, the Option shall be immediately terminated and be null and void and be of no further force and effect upon the Grantee being served the notice of the dismissal or termination of service notwithstanding that such recommendation may be subsequently challenged (successfully or otherwise) by the Grantee in any other forum; and

DRAFT AMENDED BY-LAWS (Cont'd)

- (c) in the event such Grantee is found guilty but is not dismissed or terminated, the ESOS Committee shall have the rights to determine at its discretion whether or not the Grantee may continue to exercise his Option and if so, to impose such limits, terms and conditions as it deems appropriate, on such exercise.

11. SUBSCRIPTION PRICE

The Subscription Price of each new Share comprised in any Option shall be determined by the Board upon recommendation of the ESOS Committee and shall be fixed based on the weighted average market price of the Shares for the five (5) Market Days, at the time the Options is offered, with a discount of not more than ten percent (10%) or such other percentage of discount to the weighted average market price of the Shares for the five (5) Market Days as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the ESOS, subject to such adjustments as stipulated under By-Law 15 herein or as may be amended from time to time.

12. RANKING OF THE NEW ATTA SHARES TO BE ISSUED PURSUANT TO THE EXERCISE OF THE OPTIONS

The new ATTA Shares to be issued upon the exercise of any Options, will upon allotment and issuance, rank *pari passu* in all respects with the then existing issued and paid-up ATTA Shares, except that the new ATTA Shares will not be entitled to any dividends, rights, allotments and/or other distributions, the entitlement date of which is prior to the date of allotment of the new ATTA Shares. The new ATTA Shares will be subject to all the provisions of the Articles of Association of the Company relating to the transfer, transmission and otherwise.

13. RETENTION/RESTRICTION OF SHARES

The new Shares to be allotted and issued to a Grantee (save for an Eligible Employee who is a Non-Executive Director) pursuant to the exercise of Options under the Scheme will not be subject to any retention period or restriction on transfer. However, the Company encourages Grantees to hold the Shares for as long as possible although a Grantee may sell the Shares at any time after such Shares have been credited to the Grantee's individual/nominee CDS Account. A Grantee should note that the Shares are intended for him to hold as an investment rather than for realisation to yield a quick profit.

An Eligible Employee, who is a Non-Executive Director shall not sell, transfer or assign the new ATTA Shares obtained through the exercise of Options offered to him pursuant to the Scheme within one (1) year from the Date of Offer, as per Listing Requirements or any prevailing applicable guidelines.

14. TERMINATION OF OPTION

14.1 Any Option which has not been exercised by a Grantee shall be automatically terminated in the following circumstances:-

- (a) Termination of employment of the Grantee with the Group for any reason whatsoever, in which event the Option shall be automatically terminated on the day the Grantee notifies his employer company of his resignation or on the Grantee's last day of employment, whichever is the earlier; or
- (b) Upon the happening of any event which results in the Grantee being deprived of the beneficial ownership of the Option; or
- (c) If the Grantee becomes a bankrupt.

DRAFT AMENDED BY-LAWS (Cont'd)

Upon the termination of Options pursuant to By-Law 14.1(a), or (b) or (c) above, the Grantee shall have no right to compensation or damages or any claim against the Company for any loss of any right or benefit or prospective right or benefit under the Scheme which he might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from his ceasing to hold office or employment or from the suspension of his right to exercise his Options or his Options ceasing to be valid.

14.2 Notwithstanding By-Law 14.1 above, the ESOS Committee may at its discretion allow an Option to remain exercisable during the Option Period on such terms and conditions as it shall deem fit if the cessation of employment occurs as a result of:-

- (a) Retirement in accordance with the normal retirement policy of the Group from time to time on attaining the normal retirement age of fifty five (55) years or such other retirement age as may be prescribed by the relevant labour/employment laws; or
- (b) Retirement before attaining the normal retirement age and with the consent of the employer company within the Group; or
- (c) Ill-health, injury, physical or mental disability; or
- (d) Retrenchment; or
- (e) Transfer to any company outside the Group at the direction of the Company; or
- (f) Any other circumstance acceptable to the ESOS Committee.

14.3 In the event that a Grantee dies before the expiry of the Option Period and, at the date of death, holds any Options which are unexercised, such Options may be exercised by the personal or legal representative of the deceased Grantee within the Option Period subject to the approval of the ESOS Committee.

15. ALTERATION OF CAPITAL

15.1 Subject to By-Law 15.3, in the event of any alteration in the capital structure of the Company during the Option Period, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of shares or reduction of capital or otherwise howsoever, the Company shall cause such adjustment to be made to:-

- (a) The number of Options granted to each Grantee; and/or
- (b) The Subscription Price,

as shall be necessary to give a Grantee the same proportion of the issued share capital of the Company as that to which he was entitled prior to the event giving rise to such adjustment.

The computation for the adjustment to the number of Options granted to each Grantee and/or the Subscription Price is set out in Attachment 1 to these By-Laws.

15.2 By-Law 15.1 shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:-

- (a) An issue of new Shares pursuant to the exercise of Options under the Scheme; or
- (b) An issue of securities as consideration for an acquisition; or
- (c) An issue of securities as a private placement; or

DRAFT AMENDED BY-LAWS (Cont'd)

- (d) An issue of securities as a special issue approved by the relevant governmental authorities; or
 - (e) A restricted issue of securities; or
 - (f) An issue of new Shares arising from the exercise of any conversion rights in respect of securities convertible into new Shares including but not limited to warrants, convertible loan stocks and convertible preference shares; or
 - (g) An issue of further Options to Eligible Employees under these By-Laws; or
 - (h) A purchase by the Company of its own Shares pursuant to Section 127 of the Act. In this event, the following provisions shall apply:-
 - (i) If the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is greater than fifteen percent (15%) of the total number of issued shares of the Company after such designation or cancellation, the ESOS Committee shall not make any further Offers; and
 - (ii) If the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is less than fifteen percent (15%) of the total number of issued shares of the Company after such designation or cancellation, the ESOS Committee may make further Offers only until the total number of Options granted by the Company but remained unexercised is equivalent to fifteen percent (15%) of the total number of issued shares of the Company after such designation or cancellation.
- 15.3 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part III, Division 7, Subdivision 2 of the Act, By-Law 15.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.1 is applicable, but By-Law 15.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.1 is not applicable as set out in By-Law 15.2.
- 15.4 Upon any adjustment being made, the ESOS Committee shall give notice in writing within a period of thirty (30) days from the date of the adjustment, to the Grantee, or his legal or personal representative where the Grantee is deceased, to inform him of the adjustment and the event giving rise thereto. Any adjustments other than on a bonus issue must be confirmed in writing by the Company's external auditors or a licensed investment bank. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.
- 15.5 In the event of a dispute in respect of any adjustment, any Grantee may request the Company to seek the opinion of an approved company auditor or a licensed investment bank, acting as an expert and not as an arbitrator, as to its fairness and that this be confirmed in writing. In addition, the Company shall in such situations, at the request of any Grantee, furnish such Grantee with a certificate from an approved company auditor or a licensed investment bank stating the opinion of such auditor/investment bank, acting as an expert and not as an arbitrator. For the purposes of this By-Law, an approved company auditor shall have the meaning given in Section 263 of the Act and a licensed investment bank shall be licensed by Bank Negara Malaysia. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.

DRAFT AMENDED BY-LAWS (Cont'd)

16. TAKE-OVERS, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.

- 16.1 In the event of a take-over offer being made for Shares under the Malaysian Code on Take-Overs and Mergers, 2016 and its Rules on Take-Overs, Mergers and Compulsory Acquisitions and such offer being declared unconditional, the following provisions shall apply:-
- (a) A Grantee shall be entitled to exercise all or any of the Options held by him as at the date of such take-over offer being declared unconditional, within a period of three (3) months after such date and in accordance with the provisions of By-Law 10.3. In the event that the Grantee elects not to so exercise some or all of the Options held by him, the unexercised Options shall be automatically terminated on the expiry of the said period of three (3) months; and
- (b) If during the said period of three (3) months, the offeror becomes entitled or bound to exercise rights of compulsory acquisition in respect of the Shares under the provisions of the Capital Market and Services Act, 2007 and gives notice to the Grantee that he intends to exercise such rights on a specific date (“**Specified Date**”), the Grantee shall be entitled to exercise all or any of the Options held by him until the expiry of the said period of three (3) months or the Market Day immediately preceding the Specified Date, whichever is the earlier, and in accordance with the provisions of By-Law 10.3. In the event that the Grantee elects not to so exercise some or all of the Options held by him, the unexercised Options shall be automatically terminated on the expiry of the said period of three (3) months or on the Specified Date, whichever is the earlier.
- 16.2 In the event that the take-over offer is made on the basis that acceptance is unconditional, a Grantee shall be entitled to exercise all or any of the Options held by him as at the date of such take-over offer being made, within a period of three (3) months after such date or before the first closing date of the take-over offer, whichever is the earlier and in accordance with the provisions of By-Law 10.3. In the event that the Grantee elects not to so exercise some or all of the Options held by him, the unexercised Options shall be automatically terminated on the expiry of the said period of three (3) months; and
- 16.3 In the event the court has sanctioned a compromise or arrangement between the Company and its members for the purpose of, or in connection with, a scheme for reconstruction of the Company or amalgamation with any other company or companies under the provisions of the Act, then the Grantee shall immediately become entitled in the period up to but excluding the date on which such scheme of compromise or arrangement becomes effective, to exercise in whole or in part his Options. All unexercised Options held by a Grantee shall be automatically terminated on the date such scheme of compromise or arrangement becomes effective.

17. DIVESTMENT FROM GROUP

- 17.1 In the event that a company within the Group shall be divested from the Group, a Grantee who is employed by such company shall be entitled to continue to hold and to exercise all the Options held by him on the date of completion of such divestment until the expiry of three (3) months from the date of completion of such divestment and within the Option Period, Date of Expiry and in accordance with the provisions of By-Law 10.3. In the event that the Grantee does not so exercise some or all of such Options, the unexercised Options shall be automatically terminated upon the expiration of the said three (3) months period.
- 17.2 For the purposes of By-Law 17.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.

DRAFT AMENDED BY-LAWS (Cont'd)

18. WINDING UP

All outstanding Options shall be automatically terminated in the event that a resolution is passed or a court order is made for the winding up of the Company.

19. DURATION, TERMINATION AND EXTENSION OF SCHEME

19.1 The effective date for the implementation and launching of the Scheme (“**Effective Date**”) shall be the date of full compliance with all the relevant requirements of the Listing Requirements including the following:-

- (a) Submission of the final copy of the By-Laws to Bursa Securities pursuant to Paragraph 6.42 of the Listing Requirements;
- (b) Receipt of approval-in-principle from Bursa Securities for the listing of and quotation for the new Shares to be issued from the exercise of the Options under the Scheme;
- (c) The approval of the Company’s shareholders in a general meeting for the Scheme and the approvals of any other relevant authorities, if any; and
- (d) The fulfilment of all conditions attaching to the aforesaid approvals, if any.

19.2 The Adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance pursuant to Paragraph 2.12 of the Listing Requirements stating the Effective Date of the Scheme together with a certified true copy of a resolution passed by the shareholders of the Company in a general meeting. The confirmation letter shall be submitted to Bursa Securities no later than five (5) Market Days after the Effective Date.

19.3 The Scheme shall be in force for a period of three (3) years from the Effective Date, provided always that on or before the expiry thereof, the Board shall have the absolute discretion, without the approval of the Company’s shareholders in a general meeting, to extend the duration of the Scheme (as the Board may deem fit) for up to a further seven (7) years provided that the Company shall serve appropriate notices on each Grantee and/or make the necessary announcements to Bursa Securities (if required) within thirty (30) days prior to the expiry of the original Scheme. Any extended Scheme under this provision shall be implemented in accordance with the terms of the By-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations currently in force.

19.4 Offers can only be made during the duration of the Scheme before the Date of Expiry.

19.5 Notwithstanding anything to the contrary, all unexercised Options shall lapse on the Date of Expiry.

19.6 Notwithstanding the provisions of By-Law 19.3, the Scheme may be terminated by the Company prior to the expiry of its duration PROVIDED ALWAYS THAT prior to the termination of the Scheme, the Company has obtained the written consent of all Grantees or their personal/legal representative who have yet to exercise their Options, either in part or in whole.

All unexercised Options shall be deemed to have been terminated and be null and void on the date on which the last of the abovementioned conditions is fulfilled.

20. SUBSEQUENT EMPLOYEES’ SHARE OPTION SCHEME

Subject to the approval of the relevant authorities and compliance with the requirements of the relevant authorities, the Company may establish a new executive or employee share option scheme after the Date of Expiry or after the termination of the Scheme pursuant to By-Law 19.6 herein.

DRAFT AMENDED BY-LAWS (Cont'd)

21. ADMINISTRATION

- 21.1 The Scheme shall be administered by the ESOS Committee. The ESOS Committee shall, subject to these By-Laws, administer the Scheme in such manner as it shall think fit.
- 21.2 Without limiting the generality of By-Law 21.1, the ESOS Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any errors in Offers, execute all documents and delegate any of its powers and duties relating to the Scheme as it may in its discretion consider to be necessary or desirable for giving effect to the Scheme.
- 21.3 The Board shall have power at any time and from time to time to rescind the appointment of any person appointed to the ESOS Committee as it shall deem fit.

22. AMENDMENT

- 22.1 Subject to By-Law 22.2, the ESOS Committee may at any time and from time to time recommend to the Board any additions or amendments to or deletions of these By-Laws as it shall in its discretion think fit and the Board shall have the power by resolution to add to, amend or delete all or any of these By-Laws upon such recommendation subject to the Company submitting a confirmation letter to Bursa Securities for the amendment made, that the said amendment is in compliance with the provisions of the Listing Requirements pertaining to employee share option schemes and Depository Rules pursuant to Paragraphs 2.10 and 2.11 of the Listing Requirements.
- 22.2 The approval of the shareholders of the Company in general meeting shall not be required PROVIDED THAT no additions or amendments to or deletions of these By-Laws shall be made which will:-
- (a) Prejudice any rights then accrued to any Grantee without the prior consent or sanction of that Grantee; or
 - (b) Increase the number of Shares available under the Scheme beyond the maximum imposed by By-Law 6.1; or
 - (c) Provide an advantage to any Grantee or group of Grantees or all Grantees.
- 22.3 For the purpose of complying with the provisions of Appendix 6E of the Listing Requirements, the provisions of By-Laws 4, 5, 6, 8, 10, 11, 12, 13, 15, 18, 19 and this By-Law 22 shall not be amended or altered in any whatsoever to the advantage of Eligible Employees or Grantees without the prior approval of shareholders in general meeting.

23. RIGHTS OF GRANTEE

- 23.1 The Options shall not carry any right to attend and vote at any general meeting of the Company. The Grantee shall not in any event be entitled to any dividends, distributions, rights or other entitlement on his unexercised Options.
- 23.2 Subject to the Articles of Association, all Grantees are entitled to inspect the latest audited financial statements of the Company during the usual business hours on any working day at the Registered Office of the Company.

24. SCHEME NOT A TERM OF EMPLOYMENT

This Scheme shall not confer or be construed to confer on an Eligible Employee any special rights or privileges over the Eligible Employee's terms and conditions of employment nor any rights additional to any compensation or damages that the Eligible Employee may be normally entitled to arising from the cessation of such employment. The Scheme shall not form part of or constitute or be in any way construed as a term or condition of employment of any employees.

DRAFT AMENDED BY-LAWS (Cont'd)

25. NO COMPENSATION FOR TERMINATION

No employee or Director shall be entitled to any compensation for damages arising from the termination of any Options or this Scheme pursuant to the provisions of these By-Laws.

26. DISPUTES

Any disputes arising hereunder shall be referred to the decision of the Board, whose decision shall be final and binding in all respects, provided that any Directors of the Company who are also in the ESOS Committee shall abstain from deliberations and voting, and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws.

27. COSTS AND EXPENSES

All fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of new Shares pursuant to the exercise of Options, shall be borne by the Company.

28. ARTICLES OF ASSOCIATION

In the event of a conflict between any of the provisions of these By-Laws and the Articles of Association of the Company, the Articles of Association shall prevail.

29. GOVERNING LAW

The Scheme and these By-Laws and all Options granted hereunder shall be governed by and construed in accordance with the laws of Malaysia.

DRAFT AMENDED BY-LAWS (Cont'd)

Attachment 1

The Subscription Price and/or the number of Shares to be comprised in the Options in respect of the right to subscribe for new Shares so far as unexercised to which a Grantee may be entitled from time to time be adjusted, calculated or determined by the ESOS Committee and certified by the external auditors or a licensed investment bank (acting as experts and not as arbitrators) in accordance with the following relevant provisions:-

- (a) If and whenever by reason of any consolidation or subdivision or conversion of a Share, the Subscription Price and the additional Shares comprised in the Options so far as unexercised ("**Additional Shares Under Option**") shall be adjusted, calculated or determined in the following manner:-

$$\begin{aligned} \text{New Subscription Price} &= \frac{S \times U}{V} \\ \text{Additional Shares Under Option} &= \frac{T \times V}{U} - T \end{aligned}$$

Where:-

- S = Existing Subscription Price; and
T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised
U = Aggregate number of issued Shares of the Company immediately before such consolidation or subdivision or conversion; and
V = Aggregate number of issued Shares of the Company after such consolidation or subdivision or conversion.

Each such adjustment will be effective from the close of business of the Market Day next following the date on which the consolidation or subdivision or conversion becomes effective (being the date on which the Shares are traded on Bursa Securities after such consolidation or subdivision or conversion) or such other date as may be prescribed by Bursa Securities.

- (b) If and whenever the Company shall make an issue of new Shares credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including, if applicable, any share premium account and capital redemption reserve fund), the Subscription Price shall be adjusted by multiplying it by the following fraction:-

$$\text{New Subscription Price} = \frac{S \times A}{A + B}$$

Whilst the Additional Shares Under Option shall be calculated in the following manner:-

$$\text{Additional Shares Under Option} = \frac{T \times (A + B)}{A} - T$$

Where:-

- A = The aggregate number of issued Shares of the Company immediately before such capitalisation issue;
B = The aggregate number of new Shares to be issued pursuant to any allotment credited as fully-paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including, if applicable, any share premium account and capital redemption reserve fund);

DRAFT AMENDED BY-LAWS (Cont'd)

- S = Existing Subscription Price; and
- T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for such issue.

- (c) If and whenever the Company shall make:-
- (i) A Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) Any offer or invitation to ordinary shareholders where under they may acquire or subscribe for new Shares by way of rights; or
- (iii) Any offer or invitation to ordinary shareholders by way of rights where under they may acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares;

then and in any such case, the Subscription Price shall be adjusted in the following manner:-

$$\text{New Subscription Price} = \frac{S \times (C - D)}{C}$$

Where:-

- S = Existing Subscription Price
- C = The Current Market Price (as defined in paragraph (h) below) of one (1) Share on the Market Day immediately preceding the date on which the Capital Distribution, or as the case may be, the offer or invitation is publicly announced or (failing any such announcement), immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and
- D = (A) In the case of an offer or invitation to acquire or subscribe for new Shares under paragraph (c)(ii) above or for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares under paragraph (c)(iii) above, the value of rights attributable to one (1) Share (as defined below); or
- (B) In the case of any other transaction falling within this paragraph (c), the fair market value, as determined (with the concurrence of the external auditors of the Company) by a licensed investment bank, of that portion of the Capital Distribution attributable to one (1) Share.

For the purpose of definition (A) of "D" above, the "value of rights attributable to one (1) Share" shall be calculated in accordance with the formula:-

$$\frac{C - E}{F + 1}$$

Where:-

- C = C in this paragraph (c);

DRAFT AMENDED BY-LAWS (Cont'd)

- E = The subscription price of one (1) additional Share under the terms of such offer or invitation to acquire or one (1) additional security convertible into new Shares or one (1) additional security with rights to acquire or subscribe for new Shares;
- F = The number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) new Share or security convertible into new Shares or right to acquire or subscribe for new Shares; and
- 1 = One (1)

In the case of paragraphs (c)(ii) and (c)(iii) above, the Additional Shares Under Option shall be calculated as follows:-

$$\text{Additional Shares Under Option} = T \times \frac{(C)}{(C - D^*)} - T$$

Where:-

- T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised;
- C = C in this paragraph (c); and
- D* = The "value of the rights attributable to one (1) Share" (as defined below)

For the purpose of D* above, the "value of the rights attributable to one (1) Share" shall be calculated in accordance with the formula:-

$$\frac{C - E^*}{F^* + 1}$$

Where:-

- C = C in this paragraph (c);
- E* = The subscription consideration of one (1) new Share under the terms of such offer or invitation to acquire or subscribe for one (1) new Share;
- F* = The number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) new Share; and
- 1 = One (1).

For the purpose of this paragraph (c), "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares (other than an issue falling within paragraph (b) above) credited as fully or partly paid up by way of capitalisation of profits or reserves (whether of a capital or income nature and including, if applicable, any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period or made shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated income statement of the Company.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for the above transaction.

DRAFT AMENDED BY-LAWS (Cont'd)

- (d) If and whenever the Company makes any allotment to its ordinary shareholders as provided in paragraph (b) above and also makes any offer or invitation to its ordinary shareholders as provided in paragraph (c)(ii) or paragraph (c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose for the offer or invitation, the Subscription Price shall be adjusted in the following manner:-

$$\text{New Subscription Price} = \frac{S \times [(G \times C) + (H \times I)]}{(G + H + B) \times C}$$

and in respect of each case referred to in paragraph (b) and paragraph (c)(ii) above, the Additional Shares Under Option shall be calculated in the following manner:-

$$\text{Additional Shares Under Option} = \frac{T \times [(G + H^* + B) \times C]}{(G \times C) + (H^* \times I^*)} - T$$

Where:-

- G = The aggregate number of issued Shares on the entitlement date;
- C = C in paragraph (c) above;
- H = The aggregate number of new Shares under an offer or invitation to acquire or subscribe for new Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into new Shares or with rights to acquire or subscribe for new Shares as the case may be;
- H* = The aggregate number of Shares under an offer or invitation to acquire or subscribe for new Shares by way of rights;
- I = The subscription price of one (1) new Share under an offer or invitation to acquire or subscribe for new Shares or the exercise price on conversion of securities or exercise of such rights to acquire or subscribe for one (1) new Share as the case may be;
- I* = The subscription price of one (1) new Share under the offer or invitation to acquire or subscribe for new Shares;
- B = B in paragraph (b) above;
- S = Existing Subscription Price; and
- T = Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for such issues.

- (e) If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for new Shares as provided in paragraph (c)(ii) above together with an offer or invitation to acquire or subscribe securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares as provided in paragraph (c)(iii) above, the Subscription Price shall be adjusted in the following manner:-

$$\text{New Subscription Price} = \frac{S \times (G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C}$$

DRAFT AMENDED BY-LAWS (Cont'd)

and the Additional Shares Under Option shall be calculated in the following manner:-

$$\text{Additional Shares Under Option} = \frac{T \times (G + H^*) \times C}{(G \times C) + (H^* \times I^*)} - T$$

Where:-

- G = G as in paragraph (d) above;
- C = C as in paragraph (c) above;
- H = H as in paragraph (d) above;
- H* = H* as in paragraph (d) above;
- I = I as in paragraph (d) above;
- I* = I* as in paragraph (d) above;
- J = The aggregate number of new Shares to be issued to its ordinary shareholders upon conversion of such exercise of such rights to subscribe for new Shares by the ordinary shareholders;
- K = The exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) new Share;
- S = Existing Subscription Price; and
- T = Existing number of Shares comprised in the Option in respect of the rights to subscribe for new Shares so far as unexercised.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for above transaction.

- (f) If and whenever the Company makes an allotment to its ordinary shareholders as provided in paragraph (b) above and also makes an offer or invitation to acquire or subscribe for new Shares to its ordinary shareholders as provided in paragraph (c)(ii) above together with rights to acquire or subscribe for securities convertible into or with rights to acquire or subscribe for new Shares as provided in paragraph (c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of offer or invitation, the Subscription Price shall be adjusted in the following manner:-

$$\text{New Subscription Price} = \frac{S \times [(G \times C) + (H \times I) + (J \times K)]}{(G + H + J + B) \times C}$$

and the Additional Shares Under Option shall be calculated in the following manner:-

$$\text{Additional Shares Under Option} = \frac{T \times [(G + H^* + B) \times C]}{(G \times C) + (H^* \times I^*)} - T$$

Where:-

- G = G as in paragraph (d) above;
- C = C as in paragraph (c) above;
- H = H as in paragraph (d) above;

DRAFT AMENDED BY-LAWS (Cont'd)

H*	=	H* as in paragraph (d) above;
I	=	I as in paragraph (d) above;
I*	=	I* as in paragraph (d) above;
J	=	J as in paragraph (e) above;
K	=	K as in paragraph (e) above;
B	=	B as in paragraph (b) above;
S	=	Existing Subscription Price; and
T	=	Existing number of Shares comprised in the Option in respect of the right to subscribe for new Shares so far as unexercised.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for the above transaction.

- (g) If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders alike and requiring an adjustment under paragraphs (c)(ii), (c)(iii), (d), (e) or (f) above), the Company shall issue either any Shares or any securities convertible into new Shares or with rights to acquire or subscribe for new Shares, and in any such case the Total Effective Consideration per Share (as defined below) is less than ninety per centum (90%) of the Average Price for one (1) Share (as defined below) or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, the Subscription Price shall be adjusted in the following manner:-

$$\text{New Subscription Price} = \frac{S \times (L + M)}{L + N}$$

Where:-

L	=	The number of Shares in issue at the close of business on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;
M	=	The number of new Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (exclusive of expenses);
N	=	The aggregate number of new Shares which so issued or in the case of securities convertible into new Shares or with rights to acquire or subscribe for new Shares, the maximum number assuming no adjustment of such rights) of new Shares issuable upon full conversion of such securities or the exercise in full of such rights; and
S	=	Existing Subscription Price

For the purposes of this paragraph (g) the "Total Effective Consideration" shall be determined by the Directors of the Company with the concurrence of the Company's external auditors or a licensed investment bank and shall be:-

- (i) In the case of the issue of new Shares, the aggregate consideration receivable by the Company on payment in full for such new Shares; or
- (ii) In the case of the issue by the Company of securities wholly or partly convertible into new Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or

DRAFT AMENDED BY-LAWS (Cont'd)

- (iii) In the case of the issue by the Company of securities with rights to acquire or subscription for new Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by the Company upon full exercise of such rights;

in each case without any deduction of any commission, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the "Total Effective Consideration per Share" shall be the Total Effective Consideration divided by the number of new Shares issued as aforesaid or, in the case of securities convertible into new Shares by the maximum number of new Shares issuable on full conversion of such securities or on exercise in full of such rights.

For the purpose of this paragraph (g), the Average Price of a Share shall be the average price of one (1) Share as derived from the last dealt prices for one (1) or more board lots of the Shares as quoted on the Bursa Securities on the Market Days comprised in the period used as a basic upon which the issue price of such Shares is determined.

Each such adjustment will be calculated (if appropriate, retroactively) from the close of business on the Bursa Securities on the Market Day next following the date on which the issue is announced, or (failing any such announcement) on the Market Day next following the date on which the Company determined the offering/issue price of such Shares. Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the completion of the above transaction.

- (h) For the purpose of paragraphs (c), (d), (e) and (f), the "Current Market Price" in relation to one (1) Share for any relevant day shall be the average of the last dealt price for the five (5) consecutive Market Days before such date or other period as many be determined in accordance with any guidelines issued, from time to time, by Bursa Securities.

The foregoing provisions on adjustment of the Subscription Price shall be subject to the following:-

- (a) On any such adjustment the resultant Subscription Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Subscription Price or reduce the number of Shares comprised in the Option so far as unexercised to which the Grantee is already entitled to;
- (b) No adjustment shall be made to the Subscription Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of "would be less than one (1) sen" or the number of Shares comprised in the Option so far as unexercised is less than one (1) Share and any adjustment that would otherwise be required then to be made will not be carried forward;
- (c) If an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of paragraphs (a) to (g) of By-Law 15.1 (both inclusive) or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree;
- (d) If for any reason an event giving rise to an adjustment to the Subscription Price and/or the number of Shares comprised in the Option so far as unexercised to which a Grantee may be entitled to is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the Directors of the Company and the external auditors or a licensed investment bank may agree; and
- (e) In determining a Grantee's entitlements to subscribe for Shares, any fractional entitlements will be disregarded.

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board who individually and collectively accept full responsibility for the accuracy of the information given and confirm that, after making all reasonable enquiries, to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Circular false or misleading.

2. CONSENT AND DECLARATION OF CONFLICT OF INTEREST

PIVB, being the Adviser for the Proposed Amendments, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto where relevant, in the form and context in which they appear.

PIVB has also confirmed that it is not aware of any conflict of interests that exists or is likely to exist in its capacity as the Adviser in connection with the Proposed Amendments.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, the Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, and the Directors have no knowledge of any proceedings pending or threatened against the Group or of any fact likely to give rise to any proceedings which might adversely and materially affect the financial position or business of the Group.

4. MATERIAL COMMITMENTS

Save as disclosed below, as at the LPD, the Board is not aware of any material commitments contracted or known to be contracted by the Group which may have a substantial impact on the results or financial position of the Group.

	Group (RM'000)
Property, plant and equipment	
- Authorised but not contracted for	1,200
Subscription of shares in subsidiary	
- Authorised but not contracted for	4,950
Total	<u><u>6,150</u></u>

5. CONTINGENT LIABILITIES

As at the LPD, there are no contingent liabilities incurred or known to be incurred by the Group, which upon becoming enforceable, may have a material impact on the results or the financial position of the Group.

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan during normal business hours (except public holidays) from the date of this Circular up to and including the date of the forthcoming Meetings:

- (i) the M&A;

FURTHER INFORMATION (Cont'd)

- (ii) the audited consolidated financial statements of ATTA for the past two (2) FYEs 31 March 2016 and 31 March 2017 and the latest unaudited consolidated financial statements of ATTA for the FPE 30 June 2017;
- (iii) Trust Deed and the draft supplemental to the Trust Deed;
- (iv) Deed Poll B and the draft supplemental to the Deed Poll B;
- (v) Deed Poll C and the draft supplemental to the Deed Poll C;
- (vi) draft amended By-Laws enclosed in Appendix I of this Circular; and
- (vii) the letters of consent and conflict of interest as referred to in Section 2 of this Appendix.

NOTICE OF ICULS HOLDERS' MEETING

NOTICE IS HEREBY GIVEN THAT an ICULS Holders' Meeting of ATTA Global Group Berhad ("ATTA" or the "Company") will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 10.30 a.m., or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolution:

SPECIAL RESOLUTION

PROPOSED AMENDMENTS TO THE TRUST DEED DATED 28 MARCH 2012 CONSTITUTING THE TEN (10)-YEAR, ZERO COUPON IRREDEEMABLE CONVERTIBLE UNSECURED LOAN STOCKS AT 100% OF THE NOMINAL VALUE OF RM0.10 EACH IN ATTA ("ICULS") ("TRUST DEED") ("PROPOSED TRUST DEED AMENDMENTS")

"THAT, subject to the approval being obtained from the shareholders of the Company at the Extraordinary General Meeting of the Company, approval be and is hereby given for the Company to amend, modify and/or vary the existing Trust Deed in the manner as set out in Section 2.1 of the circular of the Company dated 26 September 2017 ("Circular") and to be effected by way of a supplemental to the Trust Deed to be executed by the Company and the trustee;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Trust Deed Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Trust Deed Amendments."

By order of the Board

Chan Yoke Yin (MAICSA 7043743)
Chan Eoi Leng (MAICSA 7030866)
Company Secretaries

Ipoh, Perak
26 September 2017

Notes:

1. Only ICULS holders whose names appear on the Record of Depositors of ICULS holders as at 11 October 2017 shall be entitled to attend the ICULS Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.
2. An ICULS holder entitled to attend and vote at the ICULS Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be an ICULS holder of the Company.
3. Where an ICULS holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
4. Where an ICULS holder of the Company is an Exempt Authorised Nominee which holds ICULS in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.
5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.
6. The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the ICULS Holders' Meeting. Faxed or emailed copies are not acceptable.

NOTICE OF WARRANT B HOLDERS' MEETING

NOTICE IS HEREBY GIVEN THAT a Warrant B Holders' Meeting of ATTA Global Group Berhad ("ATTA" or the "Company") will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 11.30 a.m., or immediately following the conclusion or adjournment of the ICULS Holders' Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolution:

SPECIAL RESOLUTION

PROPOSED AMENDMENTS TO THE DEED POLL DATED 28 MARCH 2012 CONSTITUTING THE WARRANTS 2012/2022 IN ATTA ("WARRANT(S) B") ("DEED POLL B") ("PROPOSED DEED POLL B AMENDMENTS")

"THAT, subject to the approval being obtained from the shareholders of the Company at the Extraordinary General Meeting of the Company, approval be and is hereby given for the Company to amend, modify and/or vary the existing Deed Poll B in the manner as set out in Section 2.2 of the of the circular of the Company dated 26 September 2017 ("Circular") and to be effected by way of a supplemental to the Deed Poll B;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Deed Poll B Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Deed Poll B Amendments."

By order of the Board

Chan Yoke Yin (MAICSA 7043743)
Chan Eoi Leng (MAICSA 7030866)
Company Secretaries

Ipoh, Perak
26 September 2017

Notes:

1. Only Warrant B holders whose names appear on the Record of Depositors of Warrant B holders as at 11 October 2017 shall be entitled to attend the Warrant B Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.
2. A Warrant B holder entitled to attend and vote at the Warrant B Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a Warrant B holder of the Company.
3. Where a Warrant B holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
4. Where a Warrant B holder of the Company is an Exempt Authorised Nominee which holds Warrant B in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.
5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.
6. The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the Warrant B Holders' Meeting. Faxed or emailed copies are not acceptable.

NOTICE OF WARRANT C HOLDERS' MEETING

NOTICE IS HEREBY GIVEN THAT a Warrant C Holders' Meeting of ATTA Global Group Berhad ("ATTA" or the "Company") will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 12.30 p.m., or immediately following the conclusion or adjournment of the Warrant B Holders' Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolution:

SPECIAL RESOLUTION

PROPOSED AMENDMENTS TO THE DEED POLL DATED 9 OCTOBER 2014 CONSTITUTING THE WARRANTS 2014/2024 IN ATTA (WARRANT (S) C") ("DEED POLL C") ("PROPOSED DEED POLL C AMENDMENTS")

"**THAT**, subject to the approval being obtained from the shareholders of the Company at the Extraordinary General Meeting of the Company, approval be and is hereby given for the Company to amend, modify and/or vary the existing Deed Poll C in the manner as set out in Section 2.3 of the of the circular of the Company dated 26 September 2017 ("**Circular**") and to be effected by way of a supplemental to the Deed Poll C;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Deed Poll C Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Deed Poll C Amendments."

By order of the Board

Chan Yoke Yin (MAICSA 7043743)
Chan Eoi Leng (MAICSA 7030866)
Company Secretaries

Ipoh, Perak
26 September 2017

Notes:

- 1. Only Warrant C holders whose names appear on the Record of Depositors of Warrant C holders as at 11 October 2017 shall be entitled to attend the Warrant C Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.*
- 2. A Warrant C holder entitled to attend and vote at the Warrant C Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a Warrant C holder of the Company.*
- 3. Where a Warrant C holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.*
- 4. Where a Warrant C holder of the Company is an Exempt Authorised Nominee which holds Warrant C in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.*
- 5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.*
- 6. The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the Warrant C Holders' Meeting. Faxed or emailed copies are not acceptable.*



NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“EGM”) of ATTA Global Group Berhad (“ATTA” or the “Company”) will be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 2.30 p.m., or immediately following the conclusion or adjournment of the Warrant C Holders’ Meeting, whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolutions:

ORDINARY RESOLUTION 1

PROPOSED AMENDMENTS TO THE TRUST DEED DATED 28 MARCH 2012 CONSTITUTING THE TEN (10)-YEAR, ZERO COUPON IRREDEEMABLE CONVERTIBLE UNSECURED LOAN STOCKS AT 100% OF THE NOMINAL VALUE OF RM0.10 EACH IN ATTA (“TRUST DEED”) (“PROPOSED TRUST DEED AMENDMENTS”)

“THAT, subject to the approval being obtained from the ICULS holders at the ICULS holders’ Meeting, approval be and is hereby given for the Company to amend, modify and/or vary the existing Trust Deed in the manner as set out in Section 2.1 of the circular of the Company dated 26 September 2017 (“Circular”) and to be effected by way of a supplemental to the Trust Deed to be executed by the Company and the trustee;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Trust Deed Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Trust Deed Amendments.”

ORDINARY RESOLUTION 2

PROPOSED AMENDMENTS TO THE DEED POLL DATED 28 MARCH 2012 CONSTITUTING THE WARRANTS 2012/2022 IN ATTA (“DEED POLL B”) (“PROPOSED DEED POLL B AMENDMENTS”)

“THAT, subject to the approval being obtained from the Warrant B holders at the Warrant B holders’ Meeting, approval be and is hereby given for the Company to amend, modify and/or vary the existing Deed Poll B in the manner as set out in Section 2.2 of the Circular and to be effected by way of a supplemental to the Deed Poll B;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Deed Poll B Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Deed Poll B Amendments.”

ORDINARY RESOLUTION 3

PROPOSED AMENDMENTS TO THE DEED POLL DATED 9 OCTOBER 2014 CONSTITUTING THE WARRANTS 2014/2024 IN ATTA (“DEED POLL C”) (“PROPOSED DEED POLL C AMENDMENTS”)

“**THAT**, subject to the approval being obtained from the Warrant C holders at the Warrant C holders’ Meeting, approval be and is hereby given for the Company to amend, modify and/or vary the existing Deed Poll C in the manner as set out in Section 2.3 of the Circular and to be effected by way of a supplemental to the Deed Poll C;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Deed Poll C Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Deed Poll C Amendments.”

ORDINARY RESOLUTION 4

PROPOSED AMENDMENTS TO THE BY-LAWS GOVERNING THE EXISTING EMPLOYEES’ SHARE OPTION SCHEME OF ATTA (“BY-LAWS”) (“PROPOSED BY-LAWS AMENDMENTS”)

“**THAT**, approval be and is hereby given for the Company to amend, modify and/or vary the existing By-Laws in the manner as set out in Section 2.4 of the Circular;

AND THAT the Directors of the Company be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed By-Laws Amendments with full power to assent to any conditions, variations, modifications and/or amendments as may be required by any relevant authorities or deemed necessary by the Directors of the Company in the best interest of the Company, and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed By-Laws Amendments.”

By order of the Board

Chan Yoke Yin (MAICSA 7043743)
Chan Eoi Leng (MAICSA 7030866)
Company Secretaries

Ipoh, Perak
26 September 2017

Notes:

- 1. Only members whose names appear on the Record of Depositors of ordinary shareholders as at 11 October 2017 shall be entitled to attend the EGM or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.*
- 2. A member entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a member of the Company.*
- 3. Where a member appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.*
- 4. Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.*
- 5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation’s seal or under the hand of an officer or attorney duly authorised.*
- 6. The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the EGM. Faxed or emailed copies are not acceptable.*



安達環球集團有限公司

ATTA GLOBAL GROUP BERHAD

(Incorporated in Malaysia)

(79082-V)

FORM OF PROXY FOR THE ICULS HOLDERS' MEETING

No. of ICULS held	
CDS A/C No.	
Telephone No.	

I/We,(FULL NAME IN BLOCK CAPITALS)

NRIC No./Company No. of

.....(FULL ADDRESS)

being an ICULS holder of ATTA GLOBAL GROUP BERHAD hereby appoint the following person(s):

Name of proxy and NRIC No.	No. of ICULS	%
1. _____	_____	_____
2. _____	_____	_____
or failing him/her	_____	_____
1. _____	_____	_____
2. _____	_____	_____

or failing him/her, the Chairman of the ICULS Holders' Meeting, as my/our proxy, to vote for me/us on my/our behalf at the ICULS Holders' Meeting of the Company to be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 10.30 a.m., or at any adjournment thereof in the manner indicated below in respect of the following resolution:

Resolution	For	Against
Special Resolution - Proposed Trust Deed Amendments		

Please indicate with (√) how you wish your vote to be cast. If you do not indicate how you wish your proxy to vote on any resolution, the proxy shall vote as he thinks fit, or at his discretion, abstain from voting.

Date:

.....
Signature of ICULS Holder

Notes:

- Only ICULS holders whose names appear on the Record of Depositors of ICULS holders as at 11 October 2017 shall be entitled to attend the ICULS Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.
- An ICULS holder entitled to attend and vote at the ICULS Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be an ICULS holder of the Company.
- Where an ICULS holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
- Where an ICULS holder of the Company is an Exempt Authorised Nominee which holds ICULS in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.
- The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.
- The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the ICULS Holders' Meeting. Faxed or emailed copies are not acceptable.



Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company Secretaries
ATTA GLOBAL GROUP BERHAD (79082-V)
No. 55A Medan Ipoh 1A
Medan Ipoh Bistari
31400 Ipoh
Perak Darul Ridzuan

1st fold here



安達環球集團有限公司

ATTA GLOBAL GROUP BERHAD

(Incorporated in Malaysia)

(79082-V)

**FORM OF PROXY FOR THE WARRANT B
HOLDERS' MEETING**

No. of Warrant B held	
CDS A/C No.	
Telephone No.	

I/We,(FULL NAME IN BLOCK CAPITALS)
NRIC No./Company No.of.....
.....(FULL ADDRESS)
being a Warrant B holder of ATTA GLOBAL GROUP BERHAD hereby appoint the following person(s):

Name of proxy and NRIC No.	No. of Warrant B	%
1. _____	_____	_____
2. _____	_____	_____

or failing him/her

1. _____	_____	_____
2. _____	_____	_____

or failing him/her, the Chairman of the Warrant B Holders' Meeting, as my/our proxy, to vote for me/us on my/our behalf at the Warrant B Holders' Meeting of the Company to be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 11.30 a.m., or immediately following the conclusion or adjournment of the ICULS Holders' Meeting, whichever is later, or at any adjournment thereof in the manner indicated below in respect of the following resolution:

Resolution	For	Against
Special Resolution - Proposed Deed Poll B Amendments		

Please indicate with (✓) how you wish your vote to be cast. If you do not indicate how you wish your proxy to vote on any resolution, the proxy shall vote as he thinks fit, or at his discretion, abstain from voting.

Date:

.....
Signature of Warrant B Holder

Notes:

- Only Warrant B holders whose names appear on the Record of Depositors of Warrant B holders as at 11 October 2017 shall be entitled to attend the Warrant B Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.*
- A Warrant B holder entitled to attend and vote at the Warrant B Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a Warrant B holder of the Company.*
- Where a Warrant B holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.*
- Where a Warrant B holder of the Company is an Exempt Authorised Nominee which holds Warrant B in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.*
- The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.*
- The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the Warrant B Holders' Meeting. Faxed or emailed copies are not acceptable.*



Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company Secretaries
ATTA GLOBAL GROUP BERHAD (79082-V)
No. 55A Medan Ipoh 1A
Medan Ipoh Bistari
31400 Ipoh
Perak Darul Ridzuan

1st fold here



安達環球集團有限公司

ATTA GLOBAL GROUP BERHAD
(Incorporated in Malaysia) (79082-V)

**FORM OF PROXY FOR THE WARRANT C
HOLDERS' MEETING**

No. of Warrant C held	
CDS A/C No.	
Telephone No.	

I/We,(FULL NAME IN BLOCK CAPITALS)
NRIC No./Company No.of.....
.....(FULL ADDRESS)
being a Warrant C holder of ATTA GLOBAL GROUP BERHAD hereby appoint the following person(s):

Name of proxy and NRIC No.	No. of Warrant C	%
1. _____	_____	_____
2. _____	_____	_____

or failing him/her

1. _____	_____	_____
2. _____	_____	_____

or failing him/her, the Chairman of the Warrant C Holders' Meeting, as my/our proxy, to vote for me/us on my/our behalf at the Warrant C Holders' Meeting of the Company to be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 12.30 p.m., or immediately following the conclusion or adjournment of the Warrant B Holders' Meeting, whichever is later, or at any adjournment thereof in the manner indicated below in respect of the following resolution:

Resolution	For	Against
Special Resolution - Proposed Deed Poll C Amendments		

Please indicate with (✓) how you wish your vote to be cast. If you do not indicate how you wish your proxy to vote on any resolution, the proxy shall vote as he thinks fit, or at his discretion, abstain from voting.

Date:
.....
Signature of Warrant C Holder

- Notes:
- Only Warrant C holders whose names appear on the Record of Depositors of Warrant C holders as at 11 October 2017 shall be entitled to attend the Warrant C Holders' Meeting or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.
 - A Warrant C holder entitled to attend and vote at the Warrant C Holders' Meeting is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a Warrant C holder of the Company.
 - Where a Warrant C holder appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
 - Where a Warrant C holder of the Company is an Exempt Authorised Nominee which holds Warrant C in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.
 - The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.
 - The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the Warrant C Holders' Meeting. Faxed or emailed copies are not acceptable.



Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company Secretaries
ATTA GLOBAL GROUP BERHAD (79082-V)
No. 55A Medan Ipoh 1A
Medan Ipoh Bistari
31400 Ipoh
Perak Darul Ridzuan

1st fold here



安達環球集團有限公司
ATTA GLOBAL GROUP BERHAD
(Incorporated in Malaysia) (79082-V)

FORM OF PROXY FOR THE EGM

No. of shares held	
CDS A/C No.	
Telephone No.	

I/We,(FULL NAME IN BLOCK CAPITALS)
NRIC No./Company No.of.....
.....(FULL ADDRESS)
being a member of ATTA GLOBAL GROUP BERHAD hereby appoint the following person(s):

Name of proxy and NRIC No.	No. of shares	%
1. _____	_____	_____
2. _____	_____	_____

or failing him/her

1. _____	_____	_____
2. _____	_____	_____

or failing him/her, the Chairman of the extraordinary general meeting ("EGM"), as my/our proxy, to vote for me/us on my/our behalf at the EGM of the Company to be held at ATTA Global Group Berhad, Main Meeting Room, No. 2521, Tingkat Perusahaan 6, Prai Industrial Estate, 13600 Prai, Pulau Pinang on Friday, 20 October 2017 at 2.30 p.m., or immediately following the conclusion or adjournment of the Warrant C Holders' Meeting, whichever is later, or at any adjournment thereof in the manner indicated below in respect of the following resolutions:

Resolutions	For	Against
Ordinary Resolution 1 - Proposed Trust Deed Amendments		
Ordinary Resolution 2 - Proposed Deed Poll B Amendments		
Ordinary Resolution 3 - Proposed Deed Poll C Amendments		
Ordinary Resolution 4 - Proposed By-Laws Amendments		

Please indicate with (✓) how you wish your vote to be cast. If you do not indicate how you wish your proxy to vote on any resolution, the proxy shall vote as he thinks fit, or at his discretion, abstain from voting.

Date:

.....
Signature of Shareholder

Notes:

- Only members whose names appear on the Record of Depositors of ordinary shareholders as at 11 October 2017 shall be entitled to attend the extraordinary general meeting ("EGM") or appoint proxies in his/her stead or in the case of a corporation, a duly authorised representative to attend and to vote in his/her stead.
- A member entitled to attend and vote at the EGM is entitled to appoint one (1) or two (2) proxies to attend and vote instead of him. A proxy need not be a member of the Company.
- Where a member appoints two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
- Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company in an 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. If under the hand of attorney/authorised officer, the Power of Attorney/Letter of Authorisation must be attached.
- The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or if the appointer is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised.
- The instrument appointing a proxy must be deposited at the registered office of the Company, No. 55A Medan Ipoh 1A, Medan Ipoh Bistari, 31400 Ipoh, Perak Darul Ridzuan not less than 48 hours before the time appointed for holding the EGM. Faxed or emailed copies are not acceptable.



Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company Secretaries
ATTA GLOBAL GROUP BERHAD (79082-V)
No. 55A Medan Ipoh 1A
Medan Ipoh Bistari
31400 Ipoh
Perak Darul Ridzuan

1st fold here