

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

If you are in any doubt as to the next course of action, you should consult your Stockbroker, Bank Manager, Solicitor, Accountant or other professional adviser immediately.

If you have sold or transferred all your ordinary shares in Malaysian Resources Corporation Berhad, you should immediately hand this Circular together with the accompanying Notice of Extraordinary General Meeting and Form of Proxy to the purchaser or the transferee or to the Stockbroker or agent through whom the sale was effected for onward transmission to the purchaser or the transferee.

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# **MRCB**

## **MALAYSIAN RESOURCES CORPORATION BERHAD**

(Company No: 7994-D)

### **CIRCULAR TO SHAREHOLDERS**

#### **IN RELATION TO THE**

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

#### **AND**

#### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

The Notice convening an Extraordinary General Meeting of Malaysian Resources Corporation Berhad to be held at Concorde II, Level 2, Concorde Hotel Shah Alam, No. 3, Jalan Tengku Ampuan Zabedah C9/C, 40100 Shah Alam, Selangor on Friday, 15 November 2002 at 10.00 a.m., for the purpose of considering the aforementioned proposal is enclosed in this Circular. The Form of proxy is enclosed and should be lodged at the Share Registrar of the Company, Malaysian Share Registration Services Sdn Bhd, 7<sup>th</sup> Floor, Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur not less than 48 hours before the time stipulated for holding the meeting. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the meeting should you subsequently wish to do so.

The last day and time for lodging the Form of Proxy is Wednesday, 13 October 2002 at 10.00 a.m.

## **DEFINITIONS**

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

Act	: Companies Act, 1965;
AGM	: Annual General Meeting;
AMI	: AMI Insurans Berhad (a 100% subsidiary of NSTP);
BIS	: Berita Information System Sdn Bhd (a 100% subsidiary of NSTP)
Board	: Board of Directors of MRCB;
DSSAJ	: Dato' Seri Syed Anwar Jamalullail;
DZO	: Datuk Zahari Omar;
Digiera	: Digiera Sdn Bhd (36% held by Amran Ariffin );
Director	: shall have the meaning given in Section 4 of the Companies Act 1965 and includes any person who is or was within the preceding 12 months of the date on which the terms of the transaction were agreed upon, a director of the Company (or any other company which is its subsidiary or holding company or a subsidiary of its holding company);
EGM	: Extraordinary General Meeting;
EPF	: Employees Provident Fund;
Irshad	: Irshad Consulting Sdn Bhd;
Innerworld	: Innerworld Travel & Tours (M) Sdn Bhd (a 100% subsidiary of Realmild);
KLSE	: Kuala Lumpur Stock Exchange;
KL Sentral	: Kuala Lumpur Sentral Sdn Bhd;
Listing Requirements	: Listing Requirements of the KLSE;
Major Shareholder	: includes any person who is or was within the preceding 12 months of the date on which the terms of the transaction were agreed upon, a major shareholder of the Company as defined under paragraph 1.01 of the Listing Requirements (or any other company which is its subsidiary or holding company or a subsidiary of its holding company);
Golden East	: Golden East Corporation Sdn Bhd;
MRCB Ceramics	MRCB Ceramics Sdn Bhd
MRCB Engineering	: MRCB Engineering Sdn Bhd;
MRCB Multimedia	: MRCB Multimedia Consortium Sdn Bhd;
MRCB Project Management	: MRCB Project Management Sdn Bhd;
MRCB or the Company	: Malaysian Resources Corporation Berhad;
MRCB Group or the Group	: MRCB and its subsidiaries, collectively;

Malaysian Resources Development	:	Malaysian Resources Development Sdn Bhd;
Milmix	:	Milmix Sdn Bhd (formerly known as MRCB Construction Sdn Bhd)
MRCB Software Vision	:	MRCB Software Vision Sdn Bhd;
MRCB Utama	:	MRCB Utama Sdn Bhd;
NSTO	:	NST Outdoor Sdn Bhd (a 51% subsidiary of NSTP);
NSTP	:	The New Straits Times Press (Malaysia) Berhad ( 43.51% and 10.28% held by MRCB and EPF respectively);
Onesentral Park	:	Onesentral Park Sdn Bhd;
Pitisan	:	Pitisan Sdn Bhd (a 100 % subsidiary of NSTP);
Proposed Shareholders' Ratification	:	proposed shareholders' ratification of the Recurrent Related Party Transactions entered into between 1 June 2001 to date of the forthcoming EGM;
Proposed Shareholders' Mandate	:	proposed shareholders' approval for the Recurrent Related Party Transactions to be entered into between the date of the forthcoming EGM to the date of the next AGM;
Prosakti	:	Prosakti Sdn Bhd (a 100% subsidiary of NSTP);
Recurrent Related Party Transactions	:	Related Party Transactions involving recurrent transactions of a revenue or trading nature which are necessary for MRCB Group's day-to-day operations;
Related Party	:	a Director, Major Shareholder or person(s) connected with such Director or Major Shareholder;
Related Party Transactions	:	transactions entered into by MRCB Group which involves the interest, direct or indirect, of a Related Party;
RM and sen	:	Ringgit Malaysia and sen respectively;
Realmild	:	Realmild (M) Sdn Bhd;
Region Resources	:	Region Resources Sdn Bhd;
Selborn	:	MRCB Selborn Corporation Sdn Bhd;
SIDEC	:	Seri Iskandar Development Corporation Sdn Bhd;
SILEX	:	Seri Ipoh-Lumut Expressway Sdn Bhd;
Sepang Power	:	Sepang Power Sdn Bhd;
Semasa	:	Semasa Sentral Sdn Bhd;
Sibexlink	:	Sibexlink Sdn Bhd;
STMB	:	Sistem Televisyen Malaysia Berhad (49.65% and 14.05% held by MRCB and EPF respectively);

Telekom	:	Syarikat Telekom Malaysia Berhad ( 13.20% held by EPF);
Transmission Technology	:	Transmission Technology Sdn Bhd;
TM-Touch	:	Cellular telephone service provided by TM Cellular Sdn Bhd
Zelleco Construction	:	Zelleco Construction Sdn Bhd;
Zelleco Engineering	:	Zelleco Engineering Sdn Bhd;
Zelleco	:	Zelleco (M) Sdn Bhd;

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include corporations.

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 day in this Circular shall be a reference to Malaysian time, unless otherwise stated.

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# MRCB

## MALAYSIAN RESOURCES CORPORATION BERHAD

(Company No: 7994 D)

### Registered Office:

Aras 10, Menara MRCB,  
No. 2 Jalan Majlis 14/10,  
Seksyen 14,  
40000 Shah Alam,  
Selangor Darul Ehsan.

31 October 2002

### Board of Directors

**Dato' Seri Syed Anwar Jamalullail (Chairman)**

**Abdul Rahman Ahmad (Group Managing Director/Chief Executive Officer)**

**Shahril Ridza Ridzuan (Executive Director)**

**Datuk Zahari Omar (Executive Vice President)**

**Dato' Ahmad Hj Ibnihajar (Independent Non-executive Director)**

**Dato' Zainol Abidin Dato' Hj Salleh (Independent Non-executive Director)**

**Dato' Dr. Mohd Shahari Ahmad Jabar (Independent Non-executive Director)**

**To: The Shareholders of Malaysian Resources Corporation Berhad**

Dear Sir/Madam

### **PROPOSED SHAREHOLDERS' RATIFICATION AND PROPOSED SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

#### **1. INTRODUCTION**

Paragraph 10.09 of Chapter 10 of the Listing Requirements permits a listed issuer to seek its shareholders' mandate on Recurrent Related Party Transactions of a revenue or trading nature which are necessary for its day-to-day operations.

The purpose of this Circular is to provide you with the relevant information on the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate and to seek your approval for the ordinary resolutions to be tabled at the forthcoming EGM of the Company.

## 2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE

Under Part E, Paragraph 10.09 of the Listing Requirements which came into effect on 1 June 2001, a listed issuer may seek its shareholders' mandate in respect of Related Party Transactions involving recurrent transactions of a revenue or trading nature which are necessary for its day-to-day operations subject to the following :-

- (i) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;
- (ii) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year; and
- (iii) in a meeting to obtain shareholders' mandate, interested directors, interested major shareholders or interested persons connected with a director or major shareholder; and where it involves the interest of an interested person connected with a director or major shareholder, such director or major shareholder, must not vote on the resolution to approve the transactions. An interested director or interested major shareholder must ensure that persons connected with him abstain from voting on the resolution to approve the transactions.

The MRCB Group has before and after the enforcement of Paragraph 10.09 of the Listing Requirements entered into certain Recurrent Related Party Transactions in the ordinary course of business and it is anticipated that the MRCB Group would, in the ordinary course of business, continue to enter into such Recurrent Related Party Transactions which are detailed in Section 2.1 below. It is likely that such transactions will occur with some degree of frequency and could arise at any time.

In view of the time-sensitive and frequent nature of such Recurrent Related Party Transactions, the Board is seeking the shareholders' approval for the Proposed Shareholders' Mandate for the MRCB Group to enter into transactions in the normal course of business with the classes of Related Parties, provided such transactions are entered into at arms' length and on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and which are not detrimental to the minority shareholders.

### 2.1 Class and Nature of Recurrent Related Party Transactions

MRCB is principally an investment holding company. The MRCB Group is principally engaged in the business of construction, engineering and property. With regards to the principal activities of the respective subsidiaries of MRCB, please refer to the table below:

Name of Company	Effective Equity Interest (%)	Principal Activity
Milmix Sdn Bhd (formerly known as MRCB Construction Sdn Bhd)	100.00	Civil and infrastructure building contractor
Onesentral Park Sdn Bhd	51.00	Property development
MRCB Land Sdn Bhd	100.00	Project management and development services
Kuala Lumpur Sentral Sdn Bhd	64.38	Property development

Name of Company	Effective Equity Interest (%)	Principal Activity
<i>Wholly-owned subsidiary of Kuala Lumpur Sentral Sdn Bhd</i>		
• Unity Portfolio Sdn Bhd	64.38	Pre-operating
Mafira Holdings Sdn Bhd	100.00	Investment holding
MR Enterprises Sdn Bhd	100.00	Dormant
MR Management Sdn Bhd	100.00	Dormant
MRCB Dotcom Sdn Bhd	100.00	Dormant
Semasa Sentral Sdn Bhd	100.00	Operation, management and maintenance of Stesen Sentral Kuala Lumpur
Malaysian Resources Sentral Sdn Bhd	100.00	Facility management
MRCB Trading Sdn Bhd	100.00	Dormant
MR Securities Sdn Bhd	100.00	Investment holding
<i>Wholly-owned subsidiary of MR Securities Sdn Bhd</i>		
• Bintara Guard Force Security Sdn Bhd	100.00 <sup>1</sup>	Security services
MRCB Ceramics Sdn Bhd	75.00	Dormant
MRCB Engineering Sdn Bhd	100.00	Engineering services and construction
MRCB Prasarana Sdn Bhd (formerly known as Sepang Energy Resources Sdn Bhd)	100.00	Dormant
MRCB Project Management Sdn Bhd	100.00	Project management and engineering related services
MRCB Selborn Corporation Sdn Bhd	60.00	Property development
Malaysian Resources Technology Sdn Bhd	100.00	Pre-operating
Region Resources Sdn Bhd	80.00	Dormant
<i>Wholly-owned subsidiary of Region Resources Sdn Bhd</i>		
• Syarikat Gemilang Quarry Sdn Bhd	80.00	Dormant

<sup>1</sup> Held through nominees of MR Securities Sdn Bhd

Name of Company	Effective Equity Interest (%)	Principal Activity
MRCB Property Management Sdn Bhd	100.00	Property investment and management
Trans Peninsula Crude Oil Transaction Sdn Bhd	100.00	Pre-operating
Superview Development Sdn Bhd	100.00	Property development and investment holding
Malaysian Resources Development Sdn Bhd	100.00	Property development and investment holding
<i>Wholly-owned subsidiary of Malaysian Resources Development Sdn Bhd</i>		
• Bitar Enterprise Sdn Bhd	100.00	Dormant
• Golden East Corporation Sdn Bhd	100.00	Property development and management
• MR Properties Sdn Bhd	100.00	Dormant
• Seri Iskandar Utilities Corporation Sdn Bhd	100.00	Dormant
• Sunrise Properties Sdn Bhd	100.00	Dormant
• Taiyee Development Sdn Bhd	100.00	Property development
• MRCB Property Development Sdn Bhd	100.00	Investment holding
<i>Wholly-owned subsidiary of MRCB Property Development Sdn Bhd</i>		
• MRCB Cahaya Mutiara Sdn Bhd	100.00	Property development and management
<i>70% owned subsidiary of Malaysian Resources Development Sdn Bhd</i>		
• Seri Iskandar Development Corporation Sdn Bhd	70.00	Property development
• Seri Ipoh-Lumut Expressway Sdn Bhd	70.00	Pre-operating

Name of Company	Effective Equity Interest (%)	Principal Activity
Transmission Technology Sdn Bhd	55.00	Engineering, construction and commissioning of power transmission systems
MR Construction Sdn Bhd	51.00	Dormant
MR-H Piling and Civil Engineering (M) Sdn Bhd	51.00	Dormant
MRCB Utama Sdn Bhd	100.00	Property development
<i>Wholly-owned subsidiary of MRCB Utama Sdn Bhd</i>		
• Country Annexe Sdn Bhd	100.00	Dormant
Cheq Point (M) Sdn Bhd	74.79	Pre-operating
Zelleco (M) Sdn Bhd	70.00	Investment holding and contractor of civil and structural works
<i>Wholly-owned subsidiary of Zelleco (M) Sdn Bhd</i>		
• Zelleco Engineering Sdn Bhd	70.00	Fabrication of structured steelworks
<i>75% owned subsidiary of Zelleco (M) Sdn Bhd</i>		
• Zelleco Construction Sdn Bhd	52.50	Contractor of civil and structural works
MRCB Multimedia Consortium Sdn Bhd	71.48	Designing, developing and implementing various applications relating to information and technologies
MRCB Intelligent Systems and Control Sdn Bhd	100.00	Dormant
MRCB Oil & Gas Technical Services Sdn Bhd	100.00	Pre-operating
MRCB (Trengganu) Sdn Bhd	100.00	Dormant
MRCB Smart Sdn Bhd	100.00	Dormant
MRC Management (BVI) Ltd	100.00	Investment holding
Malaysian Resources International Sdn Bhd	100.00	Investment holding

Name of Company	Effective Equity Interest (%)	Principal Activity
<i>Wholly-owned subsidiary of Malaysian Resources International Sdn Bhd</i>		
Mauritius Limited	100.0	Investment holding
<i>Wholly –owned subsidiary of MRCB Mauritius Limited</i>		
<ul style="list-style-type: none"> <li>• Novelway Investments (Proprietary) Ltd</li> </ul>	100.00	Property development
MR Investments (Cayman) Pte Ltd	100.00	Investment holding
MRCB Software Vision Sdn Bhd	100.00	Information technology services and professional outsourcing
Multimedia Base Sdn Bhd	100.00	Pre-operating
Netcelerator (M) Sdn Bhd	100.00	Pre-operating
Media Prima Berhad (formerly known as Profitune Berhad)	100.00	Pre-operating
Estroman Sdn Bhd	100.00	Pre-operating
Digiwill Sdn Bh	100.00	Pre-operating
Sibexlink Sdn Bhd	59.65	Web-development service

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## 2.1.1 Classes of Related Parties

### (i) Major Shareholders

Realmild owns 244,857,156 ordinary shares in MRCB. As such Realmild is a major shareholder of MRCB with an equity interest of 25.07%. By virtue of the 25.07% interest in MRCB, Realmild shall be deemed to have interests in all the companies in which MRCB has interest in. Innerworld is a wholly-owned subsidiary of Realmild.

DSSAJ owns 7,101,001 ordinary shares in Realmild. Thus, DSSAJ holds 99.9% direct equity interest in Realmild. By virtue of his 99.9% direct equity interest in Realmild, DSSAJ shall be deemed to have interest in MRCB. As such DSSAJ shall also be deemed to have interests in all the companies in which MRCB has interests in.

For the purpose of this Proposed Shareholders' Ratification and Proposed Shareholders' Mandate, save for Bintara, Digiera and Irshad, Realmild and DSSAJ shall be deemed to have interests in all the related parties as listed in Section 2.1.2 below.

Irshad owns 350,000 ordinary shares in MRCB Multimedia. Henceforth, Irshad is a major shareholder of MRCB Multimedia by virtue of its 7% direct equity interest in MRCB Multimedia.

### (ii) Directors

DSSAJ, who is a director in MRCB of also a director of STMB, an associated company of MRCB in which MRCB has an equity interest of 49.65%. He shall be deemed to have interests in both MRCB and STMB by virtue of his 99.9% direct equity interest in Realmild. DSSAJ, is also a director of Innerworld and he shall also be deemed to have interest in Innerworld.

Amran Ariffin, who is a director of MRCB Multimedia is also a director of Digiera. He holds 36% direct equity interest in Digiera. Digiera in turn is a shareholder of MRCB Multimedia with an equity interest of 1.2%.

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2.1.2 Nature of the Recurrent Related Party Transactions

The Proposed Shareholders' Ratification and Proposed Shareholders' Mandate are sought in respect of Recurrent Related Party Transactions with the following Related Parties as detailed in the table below:

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
1.	MRCB	Innerworld	DSSAJ, Realmild	Air tickets for local and international flights Provision of airline tickets by Innerworld to MRCB. The airline tickets are purchased on ad-hoc basis based on actual requirements of MRCB.	117,000	68,250
2.	MRCB	STMB	EPF, DSSAJ	Tenancy at Sri Pentas 2, Plaza Alam Sentral Sub-rental by STMB of auditorium at Sri Pentas 2, Plaza Alam Sentral which is leased by MRCB under a master tenancy agreement between MRCB and its subsidiary, Selborn. At present, the sub-rental covers an area of approximately 35,368 sq. ft. chargeable at monthly rental rate of RM2.10 per sq. ft.	1,241,272	445,637
3.	MRCB	BIS	EPF	Supply of computers Supply of computer hardware and software to MRCB. The charges are incurred on ad-hoc basis based on actual requirements of MRCB.	63,000	20,000
4.	MRCB	AMI	EPF	Insurance for hospitalisation, risks and fire Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to MRCB. The coverages are incurred based on actual requirements of MRCB.	303,227	176,882
5.	MRCB Utama	NSTP	EPF	Promotional advertisements Provision of print advertisement by NSTP to MRCB Utama in relation to sale of MRCB Utama's properties. The advertisements are incurred on ad-hoc basis based on marketing plan of MRCB Utama.	16,236	10,076

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
6.	Transmission Technology	AMI	EPF	Motor vehicle insurance  Provision of insurance coverage for motor vehicles by AMI to Transmission Technology. The coverage are incurred based on actual requirements of Transmission Technology.	53,844	23,584
7.	Semasa	NSTO	EPF	Advertising spaces at Stesen Sentral Kuala Lumpur  Provision of advertisement space at Stesen Sentral Kuala Lumpur by Semasa to NSTO. The advertisement charges are stipulated in an agreement that is effective 1 June 2001 and billed on quarterly basis.	1,750,000	875,000
8.	Semasa	AMI	EPF	Insurance coverage for Stesen Sentral Kuala Lumpur  Provision of insurance coverage for Stesen Sentral Kuala Lumpur. The premium paid is based on the amount and period of coverage required and is generally paid annually as incurred.	673,376	347,192
9.	Semasa	Prosakti	EPF	Tenancy of premises at Stesen Sentral Kuala Lumpur  Rental by Prosakti of a retail unit at Stesen Sentral Kuala Lumpur. The rental covers an area of approximately 1,330 sq. ft. and billing is on monthly basis.	229,928	Nil
10.	Semasa	Telekom	EPF	Rental of spaces for public telephones  Rental of space by Telekom at various locations at Stesen Sentral Kuala Lumpur for the installation of payphones and related accessories. The rental terms are governed by an agreement and is billable monthly.	36,260	18,130

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
11.	Malaysian Resources Development	AMI	EPF	Insurance for fire, all perils, master and public liability. Provision of contractors' all risk policy for infrastructure works undertaken by SIDEK, a subsidiary of Malaysian Resources Development. The premium paid is based on amount and period of coverage required and is generally paid as incurred.	140,096	63,021
12.	Onesentral Park	NSTP	EPF	Advertisement expenses Provision of print advertisement by NSTP to Onesentral Park in relation to sale of Onesentral Park's properties. The advertisements are incurred on ad-hoc basis based on marketing plan of Onesentral Park.	129,520	65,000
13.	KL Sentral	NSTP	EPF	Advertisement expenses Provision of print advertisement by NSTP to KL Sentral in relation to sale of KL Sentral's properties. The advertisements are incurred on ad-hoc basis based on marketing plan of MRCB Utama.	247,617	58,326
14.	MRCB Multimedia	BIS	EPF	Rental of LCD projector Rental of LCD projector from BIS for presentation purposes related to HRMIS project.	2,950	3,000
15.	KL Sentral	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to KL Sentral. The coverages are incurred based on actual requirements of KL Sentral.	201,307	165,000
16.	Milmix	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Milmix. The coverages are incurred based on actual requirements of Milmix.	4,655	Nil

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
17.	MRCB Engineering	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to MRCB Engineering. The coverages are incurred based on actual requirements of MRCB Engineering.	11,279	2,353
18.	Region Resources	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Region Resources. The coverages are incurred based on actual requirements of Region Resources.	21,162	Nil
19.	Golden East	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Golden East. The coverages are incurred based on actual requirements of Golden East.	17,310	10,098
20.	SILEX	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to SILEX. The coverages are incurred based on actual requirements of SILEX.	2,715	Nil
21.	Zelleco	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Zelleco. The coverages are incurred based on actual requirements of Zelleco.	26,893	15,688

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
22.	MRCB Multimedia	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to MRCB Multimedia. The coverages are incurred based on actual requirements of MRCB Multimedia.	3,423	1,997
23.	Bintara	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Bintara. The coverages are incurred based on actual requirements of Bintara.	10,540	Nil
24.	SIDEC	NSTP	EPF	Advertisement expenses Provision of print advertisement by NSTP to SIDEC in relation to sale of SIDEC properties. The advertisements are incurred on ad-hoc basis based on marketing plan of SIDEC.	7,000	7,000
25.	Zelleco Construction	NSTP	EPF	Advertisement expenses Provision of print advertisement by NSTP to Zelleco Construction in relation to sale of Zelleco Construction's properties. The advertisements are incurred on ad-hoc basis based on marketing plan of Zelleco Construction.	39,510	19,753
26.	KL Sentral	AMI	EPF	Sale of office unit Purchase of office space with a total area of 40,162 square feet at Plaza Alam Sentral, Kuala Lumpur.	14,033,000	3,417,000
27.	Selborn	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to Selborn. The coverages are incurred based on actual requirements of Selborn.	44,546	25,985

No	Company in the MRCB Group involved	Related Party	Interested Related Party	Nature of Transaction	Actual Value RM *	Estimated Value RM ^
28.	MRCB Utama	AMI	EPF	Insurance expenses Provision of insurance coverage for hospitalization, fire and other risks provided by AMI to MRCB Utama. The coverages are incurred based on actual requirements of MRCB Utama.	93,610	54,606
29.	MRCB Multimedia	Digiera	Amran Ariffin	Consulting services Provision of consulting services by Digiera to MRCB Multimedia in relation to system development for the Human Resources Management Information System project. The consultancy rates charged are based on level of skills and competency provided.	168,000	98,000
30.	MRCB Multimedia	Irshad	Irshad	Consulting services Provision of consulting services by Irshad to MRCB Multimedia in relation to system development, business improvement and training phases of the Human Resources Management Information System (HRMIS) project. The consultancy rates charged are based on level of skills and competency provided.	1,044,000	609,000

\* Value of transactions based on total of actual figures from 1 June 2001 until 30 September 2002 and estimated figures from 1 October 2002 up to 28 February 2003, the date of the forthcoming EGM.

^ Estimated figures from 1 October 2002 until 28 February 2003, the date of the forthcoming AGM.

The Company is also seeking the shareholders' ratification for the past transactions entered into between the MRCB Group and the Related Parties on or after 1 June 2001 up to the date of the forthcoming EGM.

## **2.2 Review Procedure for the Recurrent Transactions**

MRCB has established the following procedures and guidelines to ensure that Recurrent Related Party Transactions are conducted at arms' length and on

normal commercial terms that are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders:-

- i. All companies within the Group have been informed of the definition of Related Party and the review procedures applicable to all Recurrent Related Party Transactions with Related Parties;
- ii. All companies within the Group shall only enter into Recurrent Related Party Transactions after taking into account the pricing, level of service, quality of product as compared to market prices and industry standards. Any Recurrent Related Party Transaction entered into shall be treated and processed on normal commercial terms consistent with the Company's usual business practices and policies and will not be detrimental to the minority shareholders;
- iii. All companies within the Group are guided by a set of rules and policies with regard to new Recurrent Transactions to be entered into. The main rules and policies include, among others, the following:
  - (a) Certain documentations such as quotations from several sources other than the Related Party must be obtained prior to Related Party's products and/or services are rendered to or from the Group. This is to ensure that the transactions are based on prices which are competitive in comparison with the prevailing market prices, and on rental, the tenure and renewal of rental and maintenance services provided that are similar to the commercial terms for transaction with the public, which depend on the demand and supply of the products and services.
  - (b) All Recurrent Transactions require a certain limit of authority for acceptance, depending on the nature of transaction and the amount involved.
  - (c) Where a Related Party is engaged for its services, proper documentation shall be prepared such as agreement, contract and letter of engagement to govern the services, which would be reviewed from time to time (normally within 2 years).
  - (d) An interested director and/or shareholder is required to abstain from negotiations and from deliberating and voting on a proposal to enter into a Recurrent Transaction;
- iv. All Recurrent Related Party Transactions which are not within the shareholders' mandate and have the value of equivalent to or more than RM1,000,000 or 1% of the percentage ratio (as defined under Paragraph 10.02 (h) of the Listing Requirements) shall be reviewed by the Audit Committee before the transactions are entered into; for other Recurrent Related Party Transactions which are not covered by the above paragraph (iv), the transactions shall be reviewed by the Audit Committee on periodic basis and the Audit Committee will ensure compliance with paragraph 10.08 of the Listing Requirements;

- v. Any member of the Audit Committee may as he or she deems fit, request for additional information pertaining to the transactions including from independent sources or advisers;
- vi. If a member of the Audit Committee has an interest, direct or indirect, in any particular transaction, he or she will have to abstain from any deliberation and also voting on the matter at the Audit Committee meeting in respect of such transaction;
- vii. Proper records shall be maintained to capture all Recurrent Related Party Transactions entered into pursuant to the shareholders' mandate to ensure accurate disclosure thereof. Appropriate disclosure shall be made in the Annual Report of the Company of the aggregate value of transactions conducted pursuant to the given mandate;
- viii. The annual Internal Audit plan shall incorporate a review of all Recurrent Related Party Transactions entered into pursuant to the shareholders' mandate to ensure that relevant approvals have been obtained and the review procedures in respect of such transactions are adhered to;
- ix. The Audit Committee shall review the Internal Audit Reports to ascertain that the guidelines and the procedures established to monitor Recurrent Related Party Transactions are complied with;
- x. The Audit Committee shall have the overall responsibility of determining whether the review procedures are appropriate, with the authority to delegate such function to individuals or committee within the Company as it shall deem fit; and
- xi. If during the periodic review, the Audit Committee is of the view that the abovementioned procedures are no longer sufficient to ensure that Recurrent Related Party Transactions are conducted at arm's length and on normal commercial terms that are not more favourable to the Related Parties than those generally available to the public, the Company shall obtain a fresh shareholders' mandate based on new guidelines and procedures.

### **2.3 Statement from Audit Committee**

The Audit Committee has the overall responsibility of determining whether the procedures for reviewing all Related Party Transactions are appropriate to ensure that the Recurrent Related Party Transactions are within the limits approved by the Proposed Shareholders' Mandate. The Audit Committee shall have the discretion to request for limits or additional procedures to be imposed if it considers such a request to be appropriate. In that event, such limits or procedures may be implemented without the approval of shareholders, provided that they are more stringent than the existing limits or procedures.

The Audit Committee has reviewed the terms of the Proposed Shareholders' Mandate and is satisfied that the review procedures for Related Party Transactions are sufficient to ensure that the Recurrent Related Party Transactions will be made at arm's length and in accordance with the Company's normal commercial terms that are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders.

### **3. RATIONALE AND BENEFIT OF THE PROPOSED SHAREHOLDERS' MANDATE**

The Recurrent Related Party Transactions entered or to be entered into by the Group are all in the ordinary course of the Group's business. They are recurring transactions of a revenue or trading nature which are likely to occur with some degree of frequency and arise at any time and from time to time.

These transactions may be constrained by the time-sensitive nature and confidentiality of such transactions, and it may be impractical to seek shareholders' approval on a case-by-case basis before entering into such Recurrent Related Party Transactions. As such, the Board is seeking the shareholders' ratification and mandate pursuant to Paragraph 10.09 of the Listing Requirements for the Recurrent Related Party Transactions described in Section 2.1 above to allow the Group to enter into such Recurrent Related Party Transactions made on an arm's length basis and on normal commercial terms and which are not to the detriment of the minority shareholders.

By obtaining the Proposed Shareholders' Mandate and the renewal of the same on an annual basis, it would eliminate the necessity and the need to announce and to convene separate general meetings from time to time to seek shareholders' approval as and when such Recurrent Related Party Transactions arise. This will substantially reduce the expenses relating to convening of general meetings on ad hoc basis, improve administrative efficiency considerably and allow manpower resources and time to be channelled towards attaining other corporate objectives.

The Recurrent Related Party Transactions entered into by the Group are intended to meet business needs at the best possible terms. The Group should be able to have access to all available markets and products and services provided by all vendors including its Related Parties. Transacting with its Related Parties also enhances the ability to explore beneficial business opportunities within the Group, which will be of benefit to all the companies within the Group. In most instances companies within the Group have a better understanding of each other's business needs thus providing a platform where all parties can benefit from relatively lower transaction costs.

#### 4. APPROVALS REQUIRED

The Proposed Shareholders' Ratification and Proposed Shareholders' Mandate are subject to the approval of the shareholders of MRCB at the forthcoming EGM.

#### 5. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED TO DIRECTORS AND MAJOR SHAREHOLDERS

##### 5.1 Major Shareholders' Interest

The Major Shareholders of MRCB who are deemed interested in the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate, as at 15 October 2002, are as follows :

Shareholder	Direct (No. of Shares)	Percentage (%)	Indirect (No. of Shares)	Percentage (%)
Realmild	244,857,156 <sup>^</sup>	25.07	-	-
DSSAJ	-	-	244,857,156*	25.07
EPF	118,168,333	12.10	-	-

<sup>^</sup> 11,523,823 held directly by Realmild and 233,333,333 held through RHB Merchant Nominees (Tempatan) Sdn Bhd.

\* Deemed interested by virtue of his 99.9% interest in Realmild

The above-named interested Major Shareholders will accordingly abstain from voting in respect of their direct or indirect shareholdings in MRCB in relation to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate at the forthcoming EGM which involve their respective interest.

None of the persons connected to the directors and/or Major Shareholders of MRCB has any other interest, direct or indirect, in the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate.

## **5.2 Directors' Interests**

None of the Directors have any shareholding, direct or indirect in MRCB save for DSSAJ. By virtue of his interests in the Related Parties as mentioned in Section 2.1.2 above, DSSAJ has abstained and will continue to abstain from any deliberation and voting at the general meetings in relation to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate on the Related Party Transactions which he is interested in.

None of the Directors have any shareholding, direct or indirect in the Related Parties described in Section 2.1.2 above save for DSSAJ. By virtue of his interest in the Related Parties as mentioned above, DSSAJ has abstained and will continue to abstain from any deliberation and voting at the Board meetings in relation to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate on the Related Party Transactions which he is interested in.

None of the Directors of MRCB Group have any shareholding, direct or indirect in the Related Parties described in Section 2.1.2 above save for Amran Ariffin. By virtue of his common directorship and interest in the Related Parties as mentioned in Section 2.1.1 above, Amran Ariffin has abstained and will continue to abstain from any deliberation and voting at the MRCB Multimedia's Board of Directors meetings in relation to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate.

## **5.3 Interest of Persons Connected to Directors and/or Major Shareholders**

None of the persons connected to the directors and/or Major Shareholders of MRCB save for Realmild has any other interest, direct or indirect, in the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate. Realmild will abstain and will continue to abstain from any deliberation and voting at the forthcoming EGM in relation to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate on the Related Party Transactions which it is interested in.

## **6. VALIDITY PERIOD OF THE PROPOSED SHAREHOLDERS' MANDATE**

If approved at the forthcoming EGM, the Proposed Shareholders' Mandate will take effect upon the passing of the resolution at the EGM and shall continue to be in force until :

- (i) the conclusion of the next AGM of MRCB following the forthcoming EGM at which such Proposed Shareholders' Mandate is passed, at which time it will lapse, unless by a resolution passed at that AGM, the authority is renewed;

- (ii) the expiration of the period within which the next AGM of MRCB after that date is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act); or
- (iii) revoked or varied by resolution passed by the shareholders in a general meeting, whichever is the earlier.

Thereafter, shareholders' approval will be sought for the renewal of the Proposed Shareholders' Mandate at each subsequent AGM subject to a satisfactory review by the Audit Committee of its continued application to the Recurrent Related Party Transactions.

## **7. DISCLOSURE**

Disclosure on the breakdown of the aggregate value of transactions conducted pursuant to the Proposed Shareholders' Mandate during the (financial year 31 August 2003 based) on the following information will be made in the Company's Annual Report and the Annual Reports for subsequent financial years that the Mandate continues to be in force :

- i) the type of Recurrent Related Party Transactions made; and
- ii) the names of the Related Parties involved in each type of the Recurrent Related Party Transactions made and their relationship with the Company.

## **8. EGM**

An EGM, the Notice of which is enclosed in this Circular, will be held at Concorde II, Level 2, Concorde Hotel Shah Alam, No. 3, Jalan tengku Ampuan Zabedah C9/C, 40100 Shah Alam, Selangor on Friday, 15 November 2002 at 10.00 a.m. for the purpose of considering and if thought fit, passing the resolutions to give effect to the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate.

If you are unable to attend and vote in person at the EGM, you are requested to complete and return the enclosed Form of Proxy in accordance with the instructions printed thereon, so as to reach the Company's Share Registrar's Office at Malaysian Share Registration Services Sdn Bhd, 7<sup>th</sup> Floor, Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur at least 48 hours before the time set for convening the EGM. The lodging of a Form of Proxy does not preclude you from attending and voting in person at the meeting should you subsequently wish to do so.

## **9. DIRECTORS' RECOMMENDATION**

The Board with the exception of DSSAJ is of the opinion that the Proposed Shareholders' Ratification and Proposed Shareholders' Mandate are in the best interest of the Company and its shareholders and recommends that you vote in favour of the resolutions to be tabled at the forthcoming EGM.

## **10. FURTHER INFORMATION**

Shareholders are requested to refer to Appendix 1 for further information.

Yours faithfully

For and on behalf of the Board of Directors

**of MALAYSIAN RESOURCES CORPORATION BERHAD**

**Abdul Rahman Ahmad**

**Group Managing Director/Chief Executive Officer**

**ADDITIONAL INFORMATION****1. Responsibility Statement**

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

**2. Material Contracts**

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by MRCB and/or its subsidiaries during the two (2) years immediately preceding the date of this Circular:-

- (i) Share sale agreement dated 15 November 2000 between Webvision Inc and MRCB whereby MRCB agreed to acquire 202,500 ordinary shares of RM1.00 each or 81% of the equity interest in Webvision Sdn Bhd for a total consideration of RM202,500.00. Pursuant to the share sale agreement, the parties entered into a shareholders' agreement of the same date wherein parties agreed with each other than their relationship inter se as shareholders of Webvision Sdn Bhd be regulated in accordance with the stipulations, terms and conditions contained therein. The parties also entered into a Webvision Agency License agreement of the same date whereby in into a Webvision Agency License agreement of the same date whereby in consideration of Webvision Inc granting MRCB the exclusive right to distribute, sell or licence the program and to establish an unlimited quantity of Webvision Powered IDC in the territory, MRCB will pay Webvision Inc such Territory Agency Fees of an annual minimum sum of USD\$2.5 million for a period of five (5) years together with 5% of the Net Revenue of Sales, Annual purchase and resale of license volume of at least USD\$1.0 million of Webvision products and services. On 30 July 2002, MRCB issued a letter to Webvision Inc to terminate the above agreements.
- (ii) Joint venture agreement dated 18 December 2000 between MRCB, Amstek Corporation Sdn Bhd ("Amstek") and Dewan Technologies Sdn Bhd ("Dewan") for the purpose of developing and implementing a portal web-site to be known as "Halal dotcom" which will provide on-line services, consultancy and solution services to "halal" products. Pursuant to the said Joint Venture Agreement, Ikhwan Asia Sdn Bhd ("IASB") had been identified as the joint venture vehicle to implement the said project. Accordingly, MRCB will subscribe to 1.6 million ordinary shares of RM1.00 each representing 80% equity interest in IASB. Amstek and Dewan shall respectively subscribe for 200,000 ordinary shares of RM1.00 each in IASB representing 10% of the equity interest. By an announcement dated 20 September 2002 that was made to the KLSE, the Company disclosed that it had issued a letter to Amstek to terminate the joint venture agreement.
- (iii) A conditional agreement dated 22 October 2001 between MRCB, TV3 and Media Prima Berhad (formerly known as Profitune Berhad) ("Media Prima"), a wholly-owned subsidiary of MRCB, in respect of the parties' mutual intention and obligation to restructure their respective businesses and indebtedness to their respective lenders.

- (iv) A conditional share sale agreement (“SSA”) dated 22 October 2001 between MRCB and Media Prima wherein MRCB agreed to sell and Media Prima agreed to purchase 94,035,540 ordinary shares of RM1.00 each representing approximately 43.5% of the issued and paid up capital of NSTP (“Sale Shares”) for the total purchase consideration of RM338,200,000.00 or RM3.60 per NSTP share. The purchase consideration is to be satisfied by Media Prima as follows:
- (a) the issuance of RM182,700,000.00 nominal value of ICULS;
  - (b) the issuance of approximately 141.36 million new ordinary shares of RM1.00 each in Media Prima at an issue price of RM1.10 per share credited as fully paid-up; and
  - (c) the grant of the proposed put option(s) in favour of the scheme creditors of MRCB.

Subsequent to the SSA, on 21 January 2002, MRCB entered into a supplemental share sale agreement (“Supplemental SSA”) with Media Prima for the proposed sale, purchase and transfer of the Sale Shares to Media Prima. The consideration for the sale, purchase and transfer of Sale Shares was changed to the aggregate of RM357,335,052 or RM3.80 per share based on a willing buyer willing seller basis and to be satisfied as follows:

- (a) the issuance of RM180.0 million nominal amount of Media Prima ICULS in accordance with the terms and conditions more specifically set out in the Schedule 1 of the SSA without any payment on the part of MRCB;
  - (b) the issuance at an issue price of RM1.10 per share of 161,213,684 new ordinary shares of RM1.00 each in Media Prima ranking *pari passu* in all respects with the existing issued shares in Media Prima as at the date issue and allotment and credited as fully paid-up and free from encumbrances to MRCB; and
  - (c) the grant of the proposed put option(s) by Media Prima in favour of the scheme creditors of MRCB, the performance of which is to be secured by a pledge given by Media Prima over 47,368,421 NSTP shares comprising part of the Sale Shares and totalling 21.9% of the entire issued and paid up capital of NSTP.
- (v) A conditional share subscription agreement dated 22 October 2001 between MRCB and Media Prima wherein MRCB agreed to subscribe for 77,300,000 ordinary shares of RM1.00 each in Media Prima at the subscription price of RM1.10 per share or a total subscription price of RM85,030,000.00.
- (vi) Share sale agreement dated 23 November 2001 between MRCB and Tenaga Nasional Berhad (“TNB”) whereby MRCB agreed to dispose to TNB its entire 70% equity interest in Sepang Power Sdn Bhd (amounting to 700,000 Sale Shares) for cash consideration of RM115,000,000.00, the initial payment of 10% of the consideration upon execution of the said Agreement and the balance 90% of the consideration being due at completion. The share sale agreement was subsequently varied by a variation agreement dated 17 May 2002 (“the Variation Agreement”) that was entered into between MRCB and TNB. Upon the terms of the Variation Agreement, MRCB had, on the newly incorporated Completion Date (i.e. 20 May 2002), affected the transfer and registration of 300,000 Sale Shares to TNB.

In addition thereto, MRCB shall continue to be the legal owner of 400,000 Sale Shares and shall transfer the 400,000 Sale Shares to TNB or its nominees upon TNB's instructions. A sum of RM65,700,000.00 shall be considered as an interest free non-refundable advance by TNB to MRCB and which shall be converted into full and final payment for the 400,000 Sale Shares to MRCB upon the occurrence of the earlier of:

- (a) the instructions of TNB to transfer and register the 400,000 Sale Shares to TNB or its nominees;
  - (b) the sale and purchase agreement for the 400,000 Sale Shares between TNB and Mastika Lagenda Sdn Bhd ("Mastika") not being executed within three months from 17 May 2002; or
  - (c) the sale and purchase agreement for the 400,000 Sale Shares between TNB and Mastika not being completed within nine months from 17 May 2002.
- (vii) Share sale agreement dated 9 February 2002 between MRCB and TNB whereby MRCB agrees to dispose to TNB its entire 20% equity interest in Fibrecomm Network (M) Sdn Bhd ("FNMSB") for a cash consideration of RM22,000,000.00. The initial payment of RM1,500,000.00 was made upon execution of the said agreement and the balance of RM20,500,000.00 will be paid upon completion. A further cash payment of RM23,000,000.00 will be made upon the successful award of a licence under the Communications and Multimedia Act 1998 to TNB, its subsidiaries or FNMSB, provided always that the licence shall be obtained within three (3) years from the date of this agreement. On 12 August 2002, all conditions precedent of the share sale agreement had been fulfilled.
- (viii) A Letter of Award dated 25 February 2002 ("the Letter of Award") issued by Sabah Electricity Sdn Bhd ("SESB") to Transmission Technology Sdn Bhd and Sharikat Permodalan Kebangsaan Berhad (collectively, the "TTSB-SPK Consortium") whereby SESB has agreed to award the Survey Works and Wayleave Services for the East-West Grid Interconnection Project ("the Project") to the TTSB-SPK Consortium. Pursuant to the Letter of Award, SESB and the TTSB-SPK Consortium subsequently entered into a Survey Works & Wayleave Services Agreement which was signed on the 25 March 2002 for the TTSB-SPK Consortium to undertake, carry out, execute, complete the Survey Works and Wayleave Services in relation to the Project for a consideration sum of Ringgit Malaysia Eight Million Two Hundred and Forty Five Thousand Only (RM8,245,000.00)
- (ix) The conditional sale and purchase agreement dated 20 March 2002 ("SPA") entered into between MRCB and UBGB in relation to the Proposed Disposal. A deposit of RM50,460,690 ("Deposit") has already been paid, and the balance Consideration is payable at completion. MRCB has obtained the approval of the Minister of Finance for its proposed sale of the RHB Sale Shares to UBGB. Apart from the approval of the SC, the FIC, MRCB Shareholders, UBGB's shareholders and MRCB's lenders, the SPA is also conditional upon completion of the sale and purchase agreement between CMS, UBGB, RHB and RHB Bank Berhad, in relation to the acquisition by RHB Bank of the entire issued and paid up share capital of Bank Utama from UBGB. All conditions precedent must be fulfilled within 6 months of the date of the SPA, which can be automatically extended by another 2 months or such other period as the parties may agree. The Deposit is refundable together with 8% p.a. interest thereon if the SPA lapses due to unfulfilled conditions precedent, other than UBGB's shareholders approval.

- (x) A Survey Works & Wayleave Services Agreement dated 25 March 2002 between Transmission Technology Sdn Bhd (“TTSB”) in collaboration with Sharikat Permodalan Kebangsaan Berhad (“SPK”) (jointly known herein as “the TTSB-SPK Consortium”) and Sabah Electricity Sdn Bhd (“SESB”) for the TTSB-SPK Consortium to undertake, carry out, execute, complete the Survey Works and Wayleave Services in relation to the “East-West Grid Interconnection Project” (“the Project”) for a consideration sum of RM8,245,000.00.
- (xi) A Letter of Award dated 26 March 2002 from SESB to the TTSB-SPK Consortium wherein TTSB-SPK Consortium was awarded to undertake the Implementation of 275kilovolt (“kV”) and 132kV Transmission Lines Project For East-West Grid Interconnection (“the Sabah East-West Project”) subject to the final approval from the Federal Treasury, Ministry of Finance at a contract price of RM425,000,000. On 12 July 2002, SESB issued its Letter of Acceptance based on a contract price of RM400,000,000. Subsequently, on 4 October 2002, the TTSB-SPK Consortium entered into a Main Contract with SESB in relation to the Sabah East-West Project. The total contract price is RM400,000,000 which includes a provisional sum of RM10,000,000 for telecommunication equipment. Among the salient terms of the contract include:
- (a) The duration of the contract is thirty-six (36) months from the date of acceptance of the Letter of Award;
  - (b) Provision of a Performance Bond by the TTSB-SPK Consortium for the sum of RM20,000,000 being 5% of the total Contract Price;
  - (c) Validity of the Performance Bond is for sixty (60) months;
  - (d) The TTSB-SPK Consortium shall maximise the usage of locally manufactured goods. Priority shall be given to manufacturers developed under the Tenaga Nasional Berhad and/or SESB Vendor Development Programme
- (xii) A conditional Sale and Purchase of Share Agreement dated 29 August 2002 between ZMSB, Sasaran Bahagia Sdn Bhd (“SBSB”) and ZESB whereby ZMSB has agreed to sell to SBSB 11,983,300 ordinary shares (“the Sale Shares”) of RM1.00 each representing 70% of the enlarged issued and paid up capital of ZESB (“Proposed Disposal”). The consideration for the Sale Shares shall be satisfied as follows:
- (a) SBSB shall pay ZMSB RM1.00 upon the execution of the Sale and Purchase of Share Agreement;
  - (b) SBSB shall cause to be settled to ZESB’s creditor, i.e. MRCB, a sum of RM10,500,000.00 (“the Debt Amounts”) through the creation and issuance of redeemable secured term debt (“RSTD”) by ZESB to MRCB

In consideration of the Sale Shares and as a continuing security for the repayment of the Debt Amounts and the due performance of SBSB, a Memorandum of Deposit dated 29 August 2002 was entered into between SBSB and MRCB whereby SBSB as beneficial owner of the Sale Shares, has charged by way of a first legal mortgage to MRCB all the rights, title and interests of SBSB in and to the Sale Shares.

- (xiii) A Joint Venture and Shareholders' Agreement dated 24 October 2002 between MRCB and Wira Kristal Sdn Bhd ("WKSB") whereby the parties herein have agreed to establish a joint venture company known as Nuzen Corporation Sdn Bhd ("NCSB") which in turn will wholly own a company known as Konsortium Lebuhraya Utara-Timur (KL) Sdn Bhd ("KLUT"). By a Letter of Exclusivity dated 10 May 2001, the Government of Malaysia ("the Government") has agreed to privatise the design, construction, operation and management of the Kuala Lumpur North East Expressway ("the Project") whereby KLUT has been awarded with the Project. Both MRCB and WKSB via NCSB have agreed to use KLUT as the vehicle for the joint venture between the parties to undertake the implementation of the Project in accordance with the terms and conditions of a concession agreement to be negotiated and entered into with the Government. All the issued share capital of NCSB shall be held by the parties in the following proportions:

<u>Party</u>	<u>Percentage of Shareholding</u>
WKSB	70%
MRCB	30%

### 3. Material Litigation

Save as disclosed below, there are no other material contracts (not being contracts entered into in the ordinary course of business) which have been entered into by MRCB or its subsidiaries within the two years immediately preceding the date of this Circular:

#### (a) MRCB Group

Save as disclosed below, neither MRCB nor its subsidiaries are engaged in any material litigation, claims or arbitration either as plaintiff or defendant and the Directors do not have any knowledge or any proceedings pending or threatened against the MRCB Group or of any facts likely to give rise to any proceedings which might materially affect the position or business of the MRCB Group:

#### (i) KUALA LUMPUR HIGH COURT CIVIL NO. D7-22-1600-2000 HEE CHOI & 2 ORS V MRCB

The plaintiffs (Hee Choi, Khoo Chee Ming and Khoo Chee Keong) were the previous owners of 1,440,000 ordinary shares of Region Resources Sdn Bhd ("Region Resources"). By a sale and purchase agreement dated 21 December 1998 ("Sale and Purchase Agreement"), MRCB acquired the said shares in Region Resources from the plaintiffs for the sum of RM1,656,000.00. In addition thereto, MRCB agreed to procure the release and discharge of the personal guarantees furnished by the plaintiffs to secure the borrowings of Region Resources.

By the abovementioned suit, the plaintiffs are seeking an order for the specific performance of the said Sale and Purchase Agreement, in that MRCB must obtain the release and discharge of the said personal guarantees furnished by the plaintiffs. As at the date of filing of the abovementioned suit, the borrowings of Region Resources guaranteed by the plaintiffs amounted to RM11,188,118.00. In its defence, MRCB is contending that it has discharged its obligations under the said Sale and Purchase Agreement. On 23 July 2002, the plaintiffs had served MRCB with a Summary Judgement application to which MRCB had filed a reply on 12 August 2002. The hearing date for the Summary Judgement application was fixed on 5 September 2002.

Thereafter, MRCB filed in an Affidavit in reply to the Summary Judgement application on 6 September 2002. The plaintiffs' solicitors was then directed by the court to file in a Notice of Intention to proceed by 12 September 2002 and to file in their written submission by 5 November 2002. MRCB is required to file in its written submission by 3 December 2002 and the plaintiffs are to file in their written reply by 6 January 2003. The hearing date for the matter has been fixed by the court to be on 5 February 2003.

The Directors of MRCB are of the opinion that there are reasonable grounds of defence in this matter.

**(ii) WINDING UP NOTICE BY MULPHA TRADING SDN BHD AGAINST REGION RESOURCES SDN BHD ("REGION RESOURCES") FOR THE SUM OF RM1,008,079.61**

The claimant, Mulpha Trading Sdn Bhd ("MTSB"), served a notice dated 30 January 2002 pursuant to section 218 of the Act, on Region Resources on 31 January 2002 demanding payment of RM1,008,079.61 for goods sold and delivered and services rendered.

Both parties have agreed in principle on terms of settlement by Region Resources and the settlement proposal is pending finalisation.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(iii) LETTER OF DEMAND MADE UNDER SECTION 218 OF THE ACT BY SIN CHEE HENG (BUTTERWORTH) SDN BHD AGAINST REGION RESOURCES SDN BHD FOR THE SUM OF RM36,814.19**

Vide a Letter of Demand dated 18 July 2002 issued by their solicitors Messrs. Cheong Wai Meng & Van Buerle, Sin Chee Heng (Butterworth) Sdn Bhd ("SCH") has made a claim for the sum of RM36,814.19 ("the said sum") being the sum due and owing to SCH pursuant to a Judgement made on even date in the Sessions Court at Georgetown, Pulau Pinang together with interest at the rate of 1.5% per month from 29 September 2000 until the date of full settlement together with the costs of the action taken under Summons No. 52-207-2002-1 which costs amount to RM1,056.00. The said Letter of Demand has given Region Resources a total of twenty-one (21) days from receipt thereof to repay the said sum, failure of which action will be taken to wind up Region Resources under section 218 of the Act. Region Resources received the said Notice of Demand on 1 August 2002.

An amicable settlement has been reached with SCH whereby Region Resources has agreed to pay all sums due and owing to them by way of three (3) instalments.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

(iv) **KUALA LUMPUR HIGH COURT ORIGINATING SUMMONS NO. D1-24-294-2001 MRCB V JURANAS SDN BHD**

Juranas Sdn Bhd (“Juranas”) is claiming from MRCB the sum of RM6,000,000 as agreed commission fees for the Skudai Army Camp Project. Juranas had served a notice dated 9 January 2002 pursuant to section 218 of the Act on MRCB demanding payment of such sum. MRCB is disputing the claim by Juranas and had vide the abovementioned suit sought an injunction to prevent Juranas from presenting a winding up petition against MRCB.

The interim order for ex-parte injunction sought by MRCB was granted on 31 October 2001. At the last hearing of the suit on 19 November 2001, Juranas had given an undertaking to the High Court not to present any winding up petition against MRCB until the disposal of the suit. The matter was fixed for decision on 28 February 2002 where the Court enjoined Juranas from presenting a winding up petition against MRCB. Juranas then filed a Notice of Appeal against the Court’s decision on 18 March 2002 and pursuant thereto had served MRCB with the Record of Appeal on 25 June 2002. The matter is now pending for MRCB to reply to the said Record of Appeal to which no date has been fixed by the Court.

The Directors of MRCB are of the opinion that there are reasonable grounds of defence in this matter.

(v) **HIGH COURT SHAH ALAM WRIT SUMMONS NO. MT5-22-846-2001 INXCEL PROPERTIES SDN BHD (FORMERLY KNOWN AS PERSADA WILAYAH SDN BHD) V MRCB**

In this matter, MRCB has received a letter of demand dated 10 October 2001 from Inxcel claiming the sum of RM4,500,000 as damages for breach of contract. A Writ of Summons dated 10 November 2001 in respect of the claim was served on MRCB on 24 January 2002. MRCB entered appearance on 31 January 2002 and its defence was filed on 14 February 2002. The Court has fixed a pre-trial Case Management to be heard on 10 February 2003.

MRCB is disputing the claim and the Directors of MRCB are of the opinion that there are reasonable grounds defence in this claim.

(vi) **SHAH ALAM HIGH COURT SUIT NO. MT4-22-240-2000 LEE CHEE THING V MILMIX SDN BHD (FORMERLY KNOWN AS MRCB CONSTRUCTION SDN BHD) & MOHD. ZAMRI MOHD YUSOFF**

In this matter, the plaintiff is a professional engineer as well as a developer of several development projects. He is also a director of a company known as Rich Annexe Sdn Bhd, which is the developer of a 12-storey condominium known as “Mutiara Sentul”. Milmix Sdn Bhd (“Milmix”) is the main contractor for Mutiara Sentul. The second defendant, Mohd Zamri Mohd Yusoff (“Zamri”) was a senior manager of Milmix.

The plaintiff is suing Milmix and Zamri for defamation or libel based on the allegation that Zamri had written libellous statements in July 2000 in a letter addressed to the plaintiff which was published to other third persons. The plaintiff’s claim is for the sum of RM2,000,000 in damages together with aggravated damages and costs. Milmix has filed its defence and disputes the claims on the basis of inter alia qualified privilege and justification.

Initially, Milmix counterclaimed against the plaintiff the sum of RM2,845,196.51 as outstanding sums due for work done under interim building certificates for the said Mutiara Sentul project. Milmix has since then obtained an order from the High Court on 15 October 2001 to withdraw such counterclaim from the abovementioned suit. However, Milmix has referred its claim under the said interim building certificates to arbitration for resolution.

Hearing of the plaintiff's application for pre-trial Case Management is currently ongoing of which the latest date has been fixed on 27 January 2003.

The Directors of MRCB are of the opinion that Milmix has a reasonable defence against the claims.

**(vii) CLAIM BY HT MALTEC CONSULTANTS SDN BHD AGAINST SERI IPOH-LUMUT EXPRESSWAY SDN BHD FOR THE SUM OF RM10,092,800.00**

By a letter of demand dated 2 August 2001, HT Maltec Consultants Sdn Bhd ("Maltec") has claimed against Seri Ipoh-Lumut Expressway Sdn Bhd ("Silex") the sum of RM10,092,080 owing by Silex to Maltec pursuant to a consultancy agreement dated 27 October 1999. Maltec has stated in the said letter of demand that it will refer the matter to arbitration in the event of non-payment of the said outstanding sum. Silex disputes any such liability pertaining to the said outstanding sum and the matter is now pending a referral to arbitration by Maltec.

The Directors of MRCB are of the opinion that there are reasonable grounds of defence in this matter.

**(viii) KUALA LUMPUR HIGH COURT (WINDING UP NO. D1-28-583-2000) RHB BANK V ZAFRAN HOLDINGS SDN BHD, MRCB AS A SUPPORTING CREDITOR**

In this matter, MRCB agreed with 5 individuals, being Jamalluddin Mahmud, Mariam Abdul Aziz, Diba Jamalluddin Mahmud, Amir Jamalluddin Mahmud and Zaid Jamalluddin, for the purchase of 80% of the equity of Zafran Holdings Sdn Bhd ("Zafran Holdings") for the sum of RM1,539,353.50 on the condition that Zafran Holdings would acquire a land known as HS(D) 83713-82727, Mukim Ampang, Daerah Wilayah Persekutuan ("the Land"). MRCB made advances to Zafran Holdings for the purchase of the Land in the sum of RM2,889,873.50.

A petition to wind up Zafran Holdings was filed by RHB Bank on 11 July 2000. MRCB has filed a Notice of Intention to Appear in Support of the said Petition on 15 September 2000. At the last hearing for the winding-up petition filed by RHB Bank on 22 November 2001, the High Court postponed the hearing for such petition until further notice. MRCB has instructed its solicitors to institute an action against the abovenamed 5 individuals, pending the hearing of the said winding up petition, to claim the refund of the purchase consideration together with interest accruing in the sum of the RM1,086,937.70 as at 26 April 2000. The sealed copy of the Writ of Summons was extracted from the Court on 21 February 2002 and has been served on all the defendants, who have proceeded to enter their respective appearances on 14 March 2002. The defendants subsequently filed a defence and counterclaim against MRCB on 23 April 2002. MRCB had on 17 May 2002 filed a reply to the defendants' defence and a defence to the defendants' counterclaim.

MRCB has filed a summary judgement application against the defendants on 25 July 2002. The latest hearing date has been fixed by the Court to be on 12 November 2002.

The Directors of MRCB are of the opinion that it has merit and has a reasonable chance of success in its claim against the abovenamed 5 individuals. However, the directors of MRCB are unable to opine on the petition for winding up of Zafran Holdings filed by RHB Bank.

**(ix) KUALA LUMPUR HIGH COURT CIVIL SUIT NO. D7-22-1919-2000  
MRCB V MOHD RAZI BIN SHAHADAK & 2 ORS**

The first two defendants, Mohd Razi bin Shahadak and Mohd. Zuhdi bin Muda, are shareholders and directors of the third defendant, ST Industrial Clay Sdn Bhd (“STI Clay”). MRCB has filed a claim against them to recover the total sum of RM6,673,140.00 comprising as follows:

- RM6,500,000.00 being amounts paid to the first and second defendants under a conditional Shareholders’ Agreement dated 4 April 1997 (the “Shareholders’ Agreement”) for the acquisition of the rights of allotment of 6,000,000 ordinary shares in the capital of STI Clay pursuant to rights issue to be undertaken by STI Clay;
- RM173,140.00 being an amount advanced to STI Clay in respect of a mining lease.

MRCB filed an application for Summary Judgement against the defendants and the matter was fixed for mention on 27 December 2001. On the date of mention, MRCB sought to file an affidavit in reply and the Court granted the request. Since then, MRCB had withdrawn its application for summary judgement because there was in fact a triable issue. The Court had set the date for the parties to file their respective Bundle of Documents on 14 November 2002.

The Directors of MRCB are of the opinion that it has merit and a reasonable chance of success in its claim.

**(x) SHAH ALAM HIGH COURT WINDING UP NO. 28-90-2001 MRCB V  
CSK VENTURES SDN BHD**

Vide Kuala Lumpur High Court Civil suit No. D3-22-3342-1998 filed by MRCB against CSK Ventures Sdn Bhd (“CSK”), MRCB sued CSK for breaching the conditions under a share sale and purchase agreement made between them whereby MRCB was to acquire the shares in a company known as Galian Bersama Sdn Bhd. MRCB obtained an order for summary judgement against CSK for the sum of RM6,000,000.00 together with interest at the rate of 12% per annum from 2 June 1998.

MRCB served a notice under section 218 of the Act against CSK on 4 October 1999 for failure to settle the judgement sum. On 4 May 2001 MRCB presented a petition for the winding up of CSK. The said petition for winding up CSK was heard on 14 January 2002. However, MRCB has discovered that CSK was already wound up prior to the hearing of the petition (i.e. by Hong Leong Finance Berhad on 14 February 2001). MRCB has therefore withdrawn its petition for winding up and on 8 March 2002, a proof of debt has already been lodged with the Official Assignee who as at the date of this Circular has yet to call for a creditors' meeting.

The Directors of MRCB are of the opinion that it has no reasonable chance of obtaining a full recovery of its claim.

**(xi) CLAIM BY MILMIX AGAINST RICH ANNEXE SDN BHD ('RICH ANNEXE') FOR THE SUM OF RM2,845,196.51**

Rich Annexe Sdn Bhd ("Rich Annexe") is the developer of a 12-storey condominium project known as Mutiara Sentul. Milmix is its main contractor for the said project. Milmix is claiming the sum of RM2,845,196.51 as outstanding due for work done pursuant to interim building certificates for the said project. Milmix served a notice pursuant to section 218 of the Act on Rich Annexe on 21 November 2001 demanding payment of the said sum. On 5 March 2002, the Court granted an injunction against Milmix from filing a winding up petition against Rich Annexe.

On 21 March 2002 Milmix has proceeded to instruct its solicitors to file a Notice of Appeal against the Court's decision. The Notice of Appeal was filed on 4 April 2002 and the case is currently pending for the appeal to be heard against the injunction obtained by Rich Annexe.

The Directors of MRCB are of the opinion that it has merit and a reasonable chance of success in its claim.

**(xii) SHAH ALAM HIGH COURT WRIT SUMMONS NO. MT5-21-200-2001 MAJLIS BANDARAYA SHAH ALAM V MRCB SELBORN CORPORATION SDN BHD**

Majlis Bandaraya Shah Alam ("MBSA") served a Writ of Summons dated 1 November 2001 on MRCB Selborn Corporation Sdn Bhd ("MSCSB") on 1 February 2002, claiming arrears of assessment tax totalling RM2,208,101.20 due and owing by MSCSB. Appearance was entered by MSCSB on 8 February 2002 but at the request of MSCSB's solicitors, extensions have been granted by MBSA's solicitors for MSCSB to enter its defence. This is to facilitate the negotiations currently taking place between the parties to settle the matter amicably. It is understood that both MBSA and MSCSB are agreeable to setting-off the amounts owing to MBSA by MSCSB by way of transferring to MBSA properties belonging to the MRCB Group.

In a letter dated 10 April 2002, MBSA had accepted one of the properties originally proposed by MSCSB to set-off the amounts due to MBSA, but however were not agreeable to the other 3 properties proposed. In the same letter, MBSB had made a counter proposal whereby it has suggested that other properties (owned by the MRCB Group) be used for the purposes of setting off the debt.

Pursuant to a meeting between MRCB and MBSA's Head of Legal Division on 18 April 2002, MBSA had agreed to withdraw its action against MSCSB provided MSCSB conveys a letter expressly requesting MBSA to do so. Currently, only a draft letter has been prepared but the salient terms include, inter alia, that (i) MSCSB is making a formal request to MBSA to withdraw its action but the latter is at liberty to re-file the same (ii) that MSCSB has agreed to bear MBSA's solicitors' costs in this action.

The Directors are of the opinion that this matter can be amicably settled.

**(xiii) HIGH COURT OF SABAH & SARAWAK IN THE FEDERAL TERRITORY OF LABUAN WRIT SUMMONS NO. L22-05-2002 SYARIKAT DAYAUSAHA BUMIPUTRA-PUTRA ENTREPRENEUR JV (SUING AS A FIRM) V MRCB ENGINEERING SDN BHD & MRCB**

Via a letter of award dated 20 March 2001 which was issued by MRCB ("the Second Defendant"), Syarikat Dayausaha Bumiputra-Putra Entrepreneur JV ("the Plaintiff") was appointed as the sub-contractor to carry out infrastructure and external works in respect of the construction and completion of a proposed matriculation college at Jalan OKK Daud, Kampung Merinding, Labuan ("the Project") for a sub-contract sum of RM19,606,021.30. The contract for the Project was issued to MRCB Engineering Sdn Bhd ("the First Defendant"), a wholly owned subsidiary of the Second Defendant.

The First Defendant had then issued a letter dated 10 October 2001 ("Purported Letter of Termination") whereby the sub-contract was purportedly terminated. It was argued by the Plaintiff that the purported termination was carried out wrongfully and prematurely. By that date, the Plaintiff had already incurred costs for mobilising its work force, procuring the necessary materials, machinery, equipment and other accessories either by purchasing the same outright and/or by hiring the machinery and equipment for the specific purpose of undertaking the works in relation to the Project.

A Writ of Summons dated 11 March 2002 was served on the First Defendant and the Second Defendant by the Plaintiff whereby the Plaintiff has made a total claim of RM16,612,611.35 against the First Defendant (or alternatively, the Second Defendant) for wrongful and premature termination of a sub-contract allegedly entered into between the Plaintiff and the First Defendant.

Conditional appearance was entered on behalf of both the First Defendant and the Second Defendant on 12 April 2002. A Striking Out application and a Stay of Proceeding application was subsequently filed by the First Defendant and the Second Defendant on 24 April 2002. Pursuant to these applications, the Court has ruled that the First Defendant and the Second Defendant file in a written submission on or before 15 August 2002 and that the Plaintiff is to file its written reply on or before 29 August 2002. The First Defendant and the Second Defendant are to file any further written submission by 12 September 2002. The delivery of the decision has been fixed by the Court to be on 16 December 2002.

The Directors of MRCB are of the opinion that there are reasonable grounds of defence in this matter.

- (xiv) **CLAIM AGAINST MRCB BY SUEDY SUWENDY (PASSPORT NO: A337056), SUWENDY (PASSPORT NO: A885321), ISKANDAR KADRY BIN ABDUL KADIR (PASSPORT NO: 4890296-B), DEWI SUWENDY (PASSPORT NO: B008289), ADIL (SINGAPOREAN IC NO: 2194842-B), ROSAINI BINTI HAJI ABDUL LATIF (PASSPORT NO: 1296733-B), SAW KHENG HOE (PASSPORT NO: 5572223-B) (COLLECTIVELY "THE CLAIMANTS") FOR A SUM OF APPROXIMATELY RM30,350,000.00**

MRCB Property Development Sdn Bhd ("MPD"), a wholly owned subsidiary of the Company, had entered into a Share Sale Agreement dated 2 January 2001 ("SSA") with the Claimants whereby MPD intends to purchase 24,000,006 fully paid ordinary shares of RM1.00 each ("the Sale Shares") representing the Claimants' entire shareholding in Taman Ratu Sdn Bhd ("TRSB") and also representing 100% of the issued and paid-up capital of TRSB for a total purchase consideration not exceeding RM15,417,000.00.

Alleging delays and/or failure on the part of MPD in completing the transaction, Messrs. KT Tan & Co (solicitors for the Claimants) had by letter dated 28 February 2002 demanded the following:

- a sum of RM10,563,000.00 to be released to Messrs. KT Tan & Co (as stakeholders of the Claimants) for the purposes of disbursement to TRSB's creditors;
- a sum of RM9,020,000.00 to be disbursed to Aseambankers Malaysia Berhad ("Aseambankers");
- a sum of RM9,417,000.00 to be paid to the Claimants' authorised representative, Mr. Suedy Suwendy;
- a sum amounting to approximately RM600,000.00 to be paid to Messrs. KT Tan & Co as stakeholders for late payment interest on the balance sum (excluding the sum to be paid to Aseambankers) from the date of the FIC Approval until end February 2002; and
- a sum of approximately RM750,000.00 being penalty or late payment interest owing to Aseambankers.

MPD has denied liability and alleged that the conditions precedent to the SSA have not been fulfilled. At the same time, MPD has demanded repayment of RM6,000,000.00 being the monies already by paid by MPD under the terms of the SSA.

The Directors of MRCB are of the opinion that MPD has reasonable grounds of defence to the Claimants' demands and that MPD's claim has merit and a reasonable chance of success.

**(xv) WINDING UP NOTICE BY HOHUA GLAZIER SDN BHD V MILMIX**

Milmix had been served with Winding-Up Notice dated 6 May 2002 under Section 218 of the Act by Hohua Glazier Sdn Bhd (“HGSB”) on the same date, claiming payment for work done of amount RM36,131.52.

After internal verification was carried out by MRCB’s Treasury Department, it was concluded that the total amount owing to HGSB was RM31,615.09 and not RM36,131.52 as originally claimed. Subsequently, another Winding-Up Notice dated 9 July 2002 under Section 218 of the Act was then served on Milmix on the same date whereby HGSB has made a claim for the total amount of RM31,615.09 for works completed by the Claimant for the Kota Kemuning Project.

Subsequently, on 22 August 2002, the Board of Directors of Milmix approved a Proposed Debt Settlement through a Scheme of Arrangement (“the Scheme of Arrangement”) pursuant to Section 176 of the Companies Act 1965 (“section 176”). The Court had on 23 September 2002, granted Milmix, a Restraining Order pursuant to section 176 (“RO”) for a period of 3 months from the date of the RO. The matter is pending for Milmix to settle HGSB’s claim in accordance with the terms of the Scheme.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(xvi) HIGH COURT OF SHAH ALAM WINDING UP PETITION NO: 28-187-2002 BETWEEN CLASSIC ALUMINIUM & GLAZIER SDN BHD AND MILMIX**

Milmix had been served with Winding-Up Notice dated 6 May 2002 under Section 218 of Act by Classic Aluminium & Glazier Sdn Bhd (“CAGSB”) on the same date, claiming payment for work done of amount RM146,047.70.

After internal verification was carried out by MRCB’s Treasury Department, it was concluded that the total amount owing to CAGSB was RM134,047.76 and not RM146,047.70 as originally claimed. Subsequently, another Winding-Up Notice dated 9 July 2002 under Section 218 of the Act was then served on Milmix on the same date whereby CAGSB has made a claim for the total amount of RM134,047.76 for works completed by the Claimant for the Kota Kemuning Project.

Subsequently, on 22 August 2002, the Board of Directors of Milmix approved a Proposed Debt Settlement through the Scheme of Arrangement pursuant to Section 176 of the Companies Act 1965 (“section 176”). The Court had on 23 September 2002, granted Milmix, a Restraining Order pursuant to section 176 (“RO”) for a period of 3 months from the date of the RO. The matter is pending for Milmix to settle CAGSB’s claim in accordance with the terms of the Scheme.

In the meantime, CAGSB had proceeded to serve a Winding-Up Petition on Milmix on 2 October 2002. The date for hearing the petition has been fixed by the Court to be on 22 January 2003. It was agreed that if no settlement could be obtained via the Scheme of Arrangement, CAGSB would proceed with its Winding-Up Petition.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(xvii) WINDING UP NOTICE BY OMAZOL CORPORATION SDN BHD V MILMIX**

Milmix had been served with Winding-Up Notice dated 7 June 2002 under Section 218 of the Act by Omazol Corporation Sdn Bhd (“Omazol”) on whereby the Claimant has made a claim for the sum of RM124,676.93 being the outstanding amount due and owing by Milmix to Omazol as at 6 December 2001 pursuant to a Statement of Account issued by Milmix in respect of the execution and completion of a Single Storey Bungalow (Type A, B & C), 124 Units and external work at A’Famosa Golf Resort, Mukim Pagoh, Daerah Alor Gajah, Melaka for Gymtech Development Sdn Bhd.

Subsequently, on 22 August 2002, the Board of Directors of Milmix approved a Proposed Debt Settlement through the Scheme of Arrangement pursuant to Section 176 of the Companies Act 1965 (“section 176”). The Court had on 23 September 2002, granted Milmix, a Restraining Order pursuant to section 176 (“RO”) for a period of 3 months from the date of the RO. The matter is pending for Milmix on to settle Omazol’s claim in accordance with the terms of the Scheme. In the meantime, Omazol had agreed to withdraw its Winding-Up Notice.

**(xviii) HIGH COURT OF PULAU PINANG WINDING UP PETITION NO: 28-48-2002 BETWEEN MRCB PROPERTY DEVELOPMENT SDN BHD AND RICH FOCUS CORPORATION SDN BHD**

MRCB Property Development Sdn Bhd (“MPD”) and Rich Focus Corporation Sdn Bhd (“Rich Focus”) had entered into a sale and purchase agreement dated 5 October 2000 (“SPA”) whereby the company has agreed to purchase 1,098,900 fully paid ordinary shares of RM1.00 each representing a 90% equity interest in KGN-RFC Development Sdn Bhd from Rich Focus for a total purchase consideration of RM7,500,000.00. MPD subsequently terminated the SPA on 1 December 2001 which termination was subsequently confirmed via an announcement made by the Board of MRCB on the KLSE on 5 December 2001. The reason given for the termination was the non-satisfaction of material conditions precedent by Rich Focus.

In addition thereto, MPD has pursuant to clause 4.2 of the SPA, requested in the 1 December 2001 letter that Rich Focus refund the amount of RM2,300,000.00 (“the said Sum”) being the deposit and the second payment (paid by MPD under the terms of the SPA) within 14 days from the date of the 1 December 2001 letter (“the Original Deadline”).

After several exchanges of correspondences in which Rich Focus made a number of requests to extend the deadline for repaying the sum and had proposed several repayment schedules (which schedules were constantly being changed by Rich Focus), a Winding Up Notice pursuant to section 218 of the Act dated 15 April 2002 was served on Rich Focus on the same date. In the said notice, MPD has claimed for the said Sum and that Rich Focus is required to secure or compound the said Sum to the reasonable satisfaction of the Company. Rich Focus again made further new proposals to repay the said Sum.

A Winding Up Petition dated 14 May 2002 was filed in the High Court of Pulau Pinang whereby MPD has applied to the Court for the following:

- That Rich Focus be wound up by the Court under the provisions of the Act;
- That the official receiver be appointed for Rich Focus;
- That the costs of this petition be paid from the assets of Rich Focus; and
- Any other orders that the Court thinks fit.

The Winding Up Petition was gazetted on 26 September 2002 and the hearing date has been fixed by the court to be on 30 October 2002.

The Directors of MRCB are of the opinion that it has merit and has a reasonable chance of success in its claim against Rich Focus.

**(xix) HIGH COURT OF KUALA LUMPUR WINDING UP PETITION NO: 28-675-2002 BETWEEN EVERTREND (M) SDN BHD AND MILMIX**

Milmix had been served with a Winding-Up Notice dated 28 June 2002 under Section 218 of the Act by Evertrend (M) Sdn Bhd (“Evertrend”) on 8 July 2002, claiming payment for the amount of RM186,303.30 being an amount due and owing to Evertrend from Milmix. Evertrend is a subcontractor for the supply and instalment of parquet for the Company.

Subsequently, on 22 August 2002, the Board of Directors of Milmix approved a Proposed Debt Settlement through the Scheme of Arrangement pursuant to Section 176 of the Companies Act 1965 (“section 176”). The Court had on 23 September 2002, granted Milmix, a Restraining Order pursuant to section 176 (“RO”) for a period of 3 months from the date of the RO. The matter is pending for Milmix to settle Evertrend’s claim in accordance with the terms of the Scheme.

In the meantime, it was agreed that if no settlement could be obtained via the Scheme of Arrangement, Evertrend would proceed with its Winding-Up Petition.

MCSB is currently negotiating for a settlement with Evertrend. The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(xx) NOTICE OF DEMAND (PURSUANT TO SECTION 218 OF THE ACT) BY APEXJAYA INDUSTRIES SDN BHD AGAINST MILMIX FOR THE SUM OF RM14,506.11**

Vide a Notice of Demand dated 30 July 2002 sent by their solicitors Messrs. Yip & Co., Apexjaya Industries Sdn Bhd ("Apexjaya") has made a claim for the sum of RM14,506.11 ("the said sum") being the balance due and payable for goods sold and delivered and services rendered to Milmix. The said Notice of Demand has given Milmix a total of twenty-one (21) days from receipt thereof to repay the said sum, failure of which action will be taken to wind up Milmix under section 218 of the Act. Milmix received the said Notice of Demand on 31 July 2002.

The matter is pending Milmix to negotiate for an amicable settlement with Apexjaya.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(xxi) NOTICE OF DEMAND (PURSUANT TO SECTION 218 OF THE ACT) BY MASTERPIECE ENGINEERING SDN BHD ("MASTERPIECE") AGAINST REGION RESOURCES FOR THE SUM OF RM246,715.91**

Vide a Notice of Demand dated 16 October 2002 sent by their solicitors Messrs. Cheah Poh Gek & Co., Masterpiece has made a claim for the sum of RM246,715.91 ("the said sum"). The said Notice of Demand has not specified whether the said sum was to be in consideration of goods sold and delivered or services rendered. The said Notice has also given Region Resources a total of twenty-one (21) days from receipt thereof to repay the said sum, failure of which action will be taken to wind up Region Resources under section 218 of the Act. Region Resources received the said Notice of Demand on 18 October 2002.

The matter is pending Region Resources to negotiate for an amicable settlement with Masterpiece.

The Directors of MRCB are of the opinion that the matter will be amicably settled.

**(xxii) HIGH COURT OF KUALA LUMPUR CIVIL SUIT NO: D-22-1666-02 BETWEEN EKOVEST-KMZ-DRAGAGES SDN BHD ("THE PLAINTIFF") AND HSBC BANK MALAYSIA BERHAD ("THE FIRST DEFENDANT") AND KUALA LUMPUR SENTRAL SDN BHD ("THE SECOND DEFENDANT").**

The Second Defendant had appointed the Plaintiff as the main contractor for the KL Sentral development and its related infrastructure works ("the Project") for an agreed price of RM713,748,000.00 ("the Contract Sum") and a formal contract was entered into between them on 22 September 1997 ("the Contract").

The Contract was further varied by two further supplemental agreements, the second of which was executed on 13 December 2001 ("Second Supplemental Agreement ") and in which the Contract sum was reduced to RM889,996,420.35.

Pursuant to the Contract, the Plaintiff provided a performance security by way of a bank guarantee No. KLH97063 issued by the First Defendant in favour of the Second Defendant for the amount of RM35,687,400.00 on 30 April 1997 and renewed by bank guarantee no. KLH200883 issued on 12 January 2001 ("the Bank Guarantee").

Subsequently, the Second Defendant refused to issue the Taking Over Certificate on the basis that there remained uncompleted works. By its Writ of Summons dated 17 October 2002, the Plaintiff accused the Second Defendant of having acted fraudulently, unconscionably and in bad faith and in breach of the Contract and the Second Supplemental Agreement in the following manner:

- That the Second Defendant has continued to breach the Contract despite the Plaintiff having executed the Second Supplemental Agreement to reduce the Contract sum and having waived its claim for costs related to the extended time, suspension and variations;
- The Second Defendant's refusal to issue the Taking Over Certificate.

The Plaintiff also filed an ex-parte application on 17 October 2002 whereby the Plaintiff has prayed for the following:

- An injunction that the First Defendant be restrained from making payment to the Second Defendant on any claim and/or demand made by the Second Defendant on the Bank Guarantee; or
- An injunction that the Second Defendant be restrained from calling or demanding payment on the Bank Guarantee; or
- An injunction that the Second Defendant be restrained from receiving from the First Defendant all or any monies pursuant to the Bank Guarantee;
- General damages as against the First Defendant and/or the Second Defendant jointly and/or severally;
- Costs as against the First Defendant and/or the Second Defendant jointly and/or severally.

The matter was heard in chambers on 23 October 2002 whereby the Court has fixed the matter for hearing on 5 November 2002 and in the interim had granted a holding over injunction in terms of the second prayer (above). The Second Defendant is therefore restrained from calling on the Bank Guarantee until 5 November 2002 subject to any further injunctions granted by the Court on that date.

**4. Documents available for inspection**

The following documents are available for inspection at the Registered Office of MRCB during normal business hours from the date of this Circular to the date of the EGM:-

- (a) Memorandum and Articles of Association of MRCB;
- (b) Audited accounts of MRCB for the past two (2) financial years ended 31 August 2000 and 31 August 2001; and the unaudited financial results of MRCB for the third quarter ended 31 May 2002;
- (c) The material contracts referred to in Section 2 above; and
- (d) The relevant cause papers in respect of the material litigation referred to in Section 3 above.

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# MRCB

## MALAYSIAN RESOURCES CORPORATION BERHAD

(Company No: 7994-D)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of Malaysian Resources Corporation Berhad will be held at **Concorde II, Level 2, Concorde Hotel Shah Alam, No. 3, Jalan Tengku Ampuan Zabedah, C9/C, 40100 Shah Alam, Selangor, on Friday, 15 November 2002 at 10.00 a.m.** for the purpose of considering and if thought fit, passing with or without modifications the following resolutions:-

#### ORDINARY RESOLUTION 1

#### **PROPOSED SHAREHOLDERS' RATIFICATION AND SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**"THAT** the Recurrent Related Party Transactions of a revenue or trading nature set out as items 1 and 2 of Section 2.1 of the Circular to shareholders dated 31 October 2002 ("the Circular") which are necessary for MRCB Group's day to day operations and carried out in the ordinary course of business on normal commercial terms which are not more favourable to the Related Parties as stated in Section 2.1 of the Circular than those generally available to the public and are not detrimental to the minority shareholders of the Company from 1 June 2001 to the date of this resolution be and are hereby approved, confirmed and ratified.

**AND THAT,** subject to the Companies Act, 1965 ("the Act"), the Memorandum and Articles of Association of the Company and the Listing Requirements of the Kuala Lumpur Stock Exchange, approval be and is hereby given to the Company and/or its subsidiaries to enter into any of the category of Recurrent Related Party Transactions of a revenue or trading nature set out as items 1 and 2 of Section 2.1 of the Circular with the Related Parties mentioned therein which are necessary for the MRCB Group's day-to-day operations subject further to the following:-

- (i) the transactions are in the ordinary course of business and are on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders; and
- (ii) disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate together with a breakdown of the aggregate value of the transactions during the financial year based on the type of transactions, names of the related parties and their relationship;

**AND THAT** such approval shall continue to be in force until:-

- (i) the conclusion of the next Annual General Meeting ("AGM") of the Company following this Extraordinary General Meeting, at which time it will lapse, unless by a resolution passed at the said AGM, such authority is renewed;
  - (ii) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act); or
  - (iii) revoked or varied by resolution passed by the shareholders in a general meeting,
- whichever is the earlier.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things as they may consider expedient or necessary to give full effect to the Shareholders' Ratification and Shareholders' Mandate."

## **ORDINARY RESOLUTION 2**

### **PROPOSED SHAREHOLDERS' RATIFICATION AND SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**"THAT** the Recurrent Related Party Transactions of a revenue or trading nature set out as items 3 to 28 of Section 2.1 of the Circular to shareholders dated 31 October 2002 ("the Circular") which are necessary for MRCB Group's day to day operations and carried out in the ordinary course of business on normal commercial terms which are not more favourable to the Related Parties as stated in Section 2.1 of the Circular than those generally available to the public and are not detrimental to the minority shareholders of the Company from 1 June 2001 to the date of this resolution be and are hereby approved, confirmed and ratified.

**AND THAT,** subject to the Companies Act, 1965 ("the Act"), the Memorandum and Articles of Association of the Company and the Listing Requirements of the Kuala Lumpur Stock Exchange, approval be and is hereby given to the Company and/or its subsidiaries to enter into any of the category of Recurrent Related Party Transactions of a revenue or trading nature set out as items 3 to 28 of Section 2.1 of the Circular with the Related Parties mentioned therein which are necessary for the MRCB Group's day-to-day operations subject further to the following:-

- (i) the transactions are in the ordinary course of business and are on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders; and
- (ii) disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate together with a breakdown of the aggregate value of the transactions during the financial year based on the type of transactions, names of the related parties and their relationship;

**AND THAT** such approval shall continue to be in force until:-

- (i) the conclusion of the next Annual General Meeting ("AGM") of the Company following this Extraordinary General Meeting, at which time it will lapse, unless by a resolution passed at the said AGM, such authority is renewed;
- (ii) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act); or(iii) revoked or varied by resolution passed by the shareholders in a general meeting, whichever is the earlier.
- (iii) revoked or varied by resolution passed by the shareholders in a general meeting, whichever is the earlier.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things as they may consider expedient or necessary to give full effect to the Shareholders' Ratification and Shareholders' Mandate."

### **ORDINARY RESOLUTION 3**

#### **PROPOSED SHAREHOLDERS' RATIFICATION AND SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**"THAT** the Recurrent Related Party Transactions of a revenue or trading nature set out as item 29 of Section 2.1 of the Circular to shareholders dated 31 October 2002 ("the Circular") which are necessary for MRCB Group's day to day operations and carried out in the ordinary course of business on normal commercial terms which are not more favourable to the Related Parties as stated in Section 2.1 of the Circular than those generally available to the public and are not detrimental to the minority shareholders of the Company from 1 June 2001 to the date of this resolution be and are hereby approved, confirmed and ratified.

**AND THAT**, subject to the Companies Act, 1965 ("the Act"), the Memorandum and Articles of Association of the Company and the Listing Requirements of the Kuala Lumpur Stock Exchange, approval be and is hereby given to the Company and/or its subsidiaries to enter into any of the category of Recurrent Related Party Transactions of a revenue or trading nature set out as item 29 of Section 2.1 of the Circular with the Related Parties mentioned therein which are necessary for the MRCB Group's day-to-day operations subject further to the following:-

- (i) the transactions are in the ordinary course of business and are on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders; and
- (ii) disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate together with a breakdown of the aggregate value of the transactions during the financial year based on the type of transactions, names of the related parties and their relationship;

**AND THAT** such approval shall continue to be in force until:-

- (i) the conclusion of the next Annual General Meeting ("AGM") of the Company following this Extraordinary General Meeting, at which time it will lapse, unless by a resolution passed at the said AGM, such authority is renewed;
- (ii) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act); or
- (iii) revoked or varied by resolution passed by the shareholders in a general meeting,

whichever is the earlier.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things as they may consider expedient or necessary to give full effect to the Shareholders' Ratification and Shareholders' Mandate."

### **ORDINARY RESOLUTION 4**

#### **PROPOSED SHAREHOLDERS' RATIFICATION AND SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**"THAT** the Recurrent Related Party Transactions of a revenue or trading nature set out as item 30 of Section 2.1 of the Circular to shareholders dated 31 October 2002 ("the Circular") which are necessary for MRCB Group's day to day operations and carried out in the ordinary course of business on normal commercial terms which are not more favourable to the Related Parties as stated in Section 2.1 of the Circular than those generally available to the public and are not detrimental to the minority shareholders of the Company from 1 June 2001 to the date of this resolution be and are hereby approved, confirmed and ratified.

**AND THAT**, subject to the Companies Act, 1965 (“the Act”), the Memorandum and Articles of Association of the Company and the Listing Requirements of the Kuala Lumpur Stock Exchange, approval be and is hereby given to the Company and/or its subsidiaries to enter into any of the category of Recurrent Related Party Transactions of a revenue or trading nature set out as item 30 of Section 2.1 of the Circular with the Related Parties mentioned therein which are necessary for the MRCB Group’s day-to-day operations subject further to the following:-

- (i) the transactions are in the ordinary course of business and are on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders; and
- (ii) disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders’ mandate together with a breakdown of the aggregate value of the transactions during the financial year based on the type of transactions, names of the related parties and their relationship;

**AND THAT** such approval shall continue to be in force until:-

- (i) the conclusion of the next Annual General Meeting (“AGM”) of the Company following this Extraordinary General Meeting, at which time it will lapse, unless by a resolution passed at the said AGM, such authority is renewed;
  - (ii) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act); or
  - (iii) revoked or varied by resolution passed by the shareholders in a general meeting,
- whichever is the earlier.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things as they may consider expedient or necessary to give full effect to the Shareholders’ Ratification and Shareholders’ Mandate.”

By Order of the Board

**Mohd Noor Rahim Yahaya (MAICSA 0866820)**  
**Yuslizal Monek (MAICSA 7003822)**  
Company Secretaries

Shah Alam  
31 October 2002

*Notes:*

1. *A member entitled and vote at the meeting is entitled to appoint a proxy (or in case of a corporation, to appoint a representative) to attend and vote in his/her stead. A proxy need not be a member of the Company.*
2. *The Form of Proxy must be signed by the appointor or his attorney duly authorised in writing. In the case of a corporation, it shall be executed under its Common Seal or signed by its attorney duly authorised in writing or by an officer on behalf of the corporation.*
3. *The instrument appointing the proxy must be deposited at the Share Registrar of the Company, Malaysian Share Registration Services Sdn Bhd, 7<sup>th</sup> Floor, Exchange Square, Bukit Kewangan 50200 Kuala Lumpur not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof.*

# MRCB

## MALAYSIAN RESOURCES CORPORATION BERHAD

(Company No: 7994-D)

No. of shares held	
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### FORM OF PROXY

I/We ..... of .....  
(Name in Block letters) (Full address)

being a member(s) of Malaysian Resources Corporation Berhad (the "Company"), hereby appoint \*the Chairman of the meeting or ..... of ..... or failing \*him/her ..... of .....

as \*my/our proxy to vote for \*me/us and on \*my/our behalf at the Extraordinary General Meeting of the Company to be held at **Concorde II, Level 2, Concorde Hotel Shah Alam, No. 3, Jalan Tengku Ampuan Zabedah, C9/C, 40100 Shah Alam, Selangor, on Friday, 15 November 2002 at 10.00 a.m.** or at any adjournment thereof.

Please indicate the manner in which you wish your vote should be cast with an "X" in the appropriate space below. Unless voting instructions are specified herein, the proxy will vote or abstain from voting as he/she thinks fit.

Resolutions	For	Against
<b>Ordinary Resolution 1</b> Proposed Shareholders' Ratification and Shareholders' Mandate For Recurrent Related Party Transactions Of A Revenue Or Trading Nature (items 1 and 2)		
<b>Ordinary Resolution 2</b> Proposed Shareholders' Ratification and Shareholders' Mandate For Recurrent Related Party Transactions Of A Revenue Or Trading Nature (items 3 to 28)		
<b>Ordinary Resolution 3</b> Proposed Shareholders' Ratification and Shareholders' Mandate For Recurrent Related Party Transactions Of A Revenue Or Trading Nature (item 29)		
<b>Ordinary Resolution 4</b> Proposed Shareholders' Ratification and Shareholders' Mandate For Recurrent Related Party Transactions Of A Revenue Or Trading Nature (item 30)		

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2002

Signature/Common Seal of Member(s)

Notes:

1. A member entitled to attend and vote at the meeting is entitled to appoint a proxy (or in the case of a corporation, to appoint a representative) to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. The Form of Proxy must be signed by the appointor or his attorney duly authorised in writing. In the case of a corporation, it shall be executed under its Common Seal or signed by its attorney duly authorised in writing or by an officer on behalf of the corporation.
3. The instrument appointing the proxy must be deposited at the Share Registrar of the Company, Malaysian Share Registration Services Sdn Bhd, 7<sup>th</sup> Floor, Exchange Square, Bukit Kewangan, 50200 Kuala Lumpur not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof.

\*

Delete whichever is not applicable

*Fold this flap for sealing*

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*Then fold here*

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AFFIX  
STAMP

***MALAYSIAN SHARE REGISTRATION SERVICES SDN BHD***  
7<sup>th</sup> Floor, Exchange Square  
Bukit Kewangan  
50200 Kuala Lumpur

*1st fold here*

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