1. DIRECTORS' RESPONSIBILITY STATEMENT

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

2. CONSENT AND DECLARATION OF CONFLICT OF INTEREST

2.1 Consent

RHB Investment Bank, being the Principal Adviser for the Proposed Termination, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which they appear in this Circular.

Malacca Securities, being the Independent Adviser for the Proposed Termination, has given and has not subsequently withdrawn its written consent to the inclusion in Part A of this Circular of its name, the IAL and all references thereto in the form and context in which they appear in this Circular.

Cheston, being the Independent Valuer in relation to the valuation of the Undeveloped Lands, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name, the Valuation Report, the Valuation Certificate and all references thereto in the form and context in which they appear in this Circular.

2.2 Declaration of conflict of interest

RHB Investment Bank has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Principal Adviser for the Proposed Termination.

Malacca Securities has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Independent Adviser for the Proposed Termination.

Cheston has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Independent Valuer in relation to the valuation of the Undeveloped Lands.

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3. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

3.1 Material commitments

Save as disclosed below, as at the LPD, there is no other material commitments incurred or known to be incurred by our Group which, upon becoming enforceable, may have a material and adverse impact on the financial position of our Group:

	As at the LPD RM'000
Approved and contracted for:	
- Construction costs for property development activities [(1)]	39,956
Approved but not contracted for:	
- Purchase of development land [(2)]	52,304
- Plantation estate, IT and office capital expenditure	1,372

Notes:

(1) *For avoidance of doubt, the construction costs for property development activities relate to an existing project within our Group and do not relate to the Subject Lands.*

(2) *The purchase of development land does not relate to the Subject Lands.*

3.2 Contingent liabilities

Save as disclosed below, as at the LPD, there is no other contingent liability incurred or known to be incurred by our Group which, upon becoming enforceable, may have a material and adverse impact on the financial position of our Group:

	As at the LPD RM'000
Total sum payable pursuant to the judgment dated 24 October 2025 pertaining to the Kuala Lumpur High Court civil suit bearing Petition No. D7-26-89-2006 ("**Judgment**")	9,349[(1)]

Note:

(1) *Pursuant to the Judgment, the total sum is jointly and severally payable by 5 out of the 7 respondents, being Mascon Sdn Bhd ("**MSB**"), OIB, TSDYYS, DSYWK and Mascon Construction Sdn Bhd ("**MCSB**"), a wholly-owned subsidiary of our Company. Summary of the case is as follows:*

*Rinota Construction Sdn Bhd ("**Petitioner**") commenced legal proceedings against Mascon Rinota Sdn Bhd ("**MRSB**"), MSB, OIB, MCSB and other parties (collectively, the "**Respondents**") at the Kuala Lumpur High Court ("**High Court**") on 13 December 2006, alleging oppression under Section 181 of the Companies Act 1965 and seeking damages of approximately RM8.0 million. Following various appeals and procedural developments, the Federal Court of Malaysia on 22 May 2017 reinstated the High Court order requiring the Respondents to purchase the Petitioner's 40.0% shareholding in MRSB, with the fair value of the shares to be determined through an independent valuation process. The parties subsequently appointed their respective experts to prepare valuation reports, and the matter proceeded through various case management sessions, expert cross-examinations and submissions.*

On 24 October 2025, the High Court ordered MSB, OIB, MCSB, TSDYYS and DSYWK to purchase the Petitioner's 40% shareholding in MRSB at a value of approximately RM5.5 million as at 29 August 2012, with a 5.0% per annum enhancement amounting to approximately a total of RM9.2 million as at the date of Judgment. The High Court also ordered the buy-out to be completed within 2 months, payment of post-judgment interest at 5.0% per annum until full settlement and cost of application of approximately RM0.1 million to the Petitioner. MCSB, TSDYYS, DSYWK and OIB have filed an appeal against the High Court decision and subsequently obtained a stay of execution from the Court of Appeal on 19 December 2025.

Pursuant to the stay order, a sum of approximately RM9.2 million was deposited to the Petitioner's solicitor as stakeholder pending the outcome of the appeal. The appeal is currently fixed for hearing on 10 September 2026.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of our Company at Level 23, Menara Olympia, No. 8, Jalan Raja Chulan, 50200 Kuala Lumpur during normal business hour from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of the EGM:

(i) the Constitution of our Company;

(ii) the audited consolidated financial statements of our Company for the past 2 financial years ended 30 June 2024 and 30 June 2025 and the latest unaudited financial results for 9-month ended 31 March 2026;

(iii) the Consortium Agreement;

(iv) the Development Agreement;

(v) the Termination Agreement;

(vi) the Valuation Report, and Valuation Certificate referred to in **Appendix II of Part A** of this Circular; and

(vii) the letters of consent and conflict of interests referred to in **Section 2 of Appendix III of Part A** of this Circular.

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PART B

INDEPENDENT ADVICE LETTER BY MALACCA SECURITIES TO THE NON-INTERESTED SHAREHOLDERS OF OUR COMPANY IN RELATION TO THE PROPOSED TERMINATION

All definitions used in this Executive Summary shall have the same meaning as the words and expressions provided in the "Definitions" section of this Document and as defined in the IAL herein, except where the context herein requires otherwise or where otherwise defined herein. All references to "you" are references made to the non-interested shareholders, whilst references to "we", "us" or "our" are references to Malacca Securities, being the Independent Adviser for the Proposed Termination.

This Executive Summary is intended to be a brief summary of the IAL to provide you with an independent evaluation of the Proposed Termination and to express our recommendation thereon.

YOU ARE ADVISED TO READ CAREFULLY AND UNDERSTAND FULLY THE CONTENTS OF THIS IAL, WHICH IS TO BE READ IN CONJUNCTION WITH PART A OF THIS CIRCULAR AND THE ACCOMPANYING APPENDICES FOR OTHER RELEVANT INFORMATION. YOU SHOULD NOT RELY SOLELY ON THIS EXECUTIVE SUMMARY IN FORMING YOUR OPINION ON THE PROPOSED TERMINATION.

YOU ARE ALSO ADVISED TO CAREFULLY CONSIDER THE RECOMMENDATIONS CONTAINED IN BOTH THIS IAL AND PART A OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED TERMINATION TO BE TABLED AT THE COMPANY'S FORTHCOMING EGM.

IF YOU ARE IN DOUBT AS TO THE COURSE OF ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

1. INTRODUCTION

On 14 April 2026, the Board announced that KHE, KHL and OPSB had on even date entered into the Termination Agreement for the Proposed Termination.

In view of the interest of the Interested Directors and Interested Persons as set out in Section 9 of Part A of this Circular, the Proposed Termination is deemed as a related party transaction pursuant to Paragraph 10.08 of the Listing Requirements. Accordingly, the Board had on 13 November 2025, appointed Malacca Securities as the Independent Adviser to advise the non-interested shareholders as to whether the Proposed Termination is fair and reasonable and whether the Proposed Termination is to the detriment of the non-interested shareholders.

The purpose of this IAL is to provide the non-interested shareholders of DutaLand with an independent evaluation of the fairness and reasonableness of the Proposed Termination, together with our recommendation thereon, subject to the limitations of our role and evaluation as specified in this IAL.

Please refer to Section 2 of Part A of this Circular for the details of the Proposed Termination.

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2. EVALUATION OF THE PROPOSED TERMINATION

In evaluating the Proposed Termination, we have taken into consideration the following factors in forming our opinion:

Area of evaluation	Reference in this IAL	Our evaluation
Rationale of the Proposed Termination	Section 7.1	We take cognisance of the rationale and have considered the following key factors: **(i) Delay in the development of the Project** We understand that based on the Consortium Agreement, KHE and OPSB intended to jointly develop the Subject Lands into a new township known as Kenny Heights Development (formerly known as Bandar Sri Duta) comprising of residential and commercial projects involving earthworks, infrastructure and the construction of condominium and office blocks and a retail outlet/mall. On 10 August 2007, KHE, OPSB and KHL have entered into the Development Agreement for the appointment of KHL as the developer to develop Parcel 1, Parcel 2 and such other parcels of the Subject Lands as may be mutually agreed by KHE and OPSB. Since the execution of the Development Agreement in August 2007, only 3 parcels of land, namely Parcel 5 and Parcel 1 were sold in April 2011 and April 2017 respectively while Parcel 2 was developed into housing development known as Kenny Heights Estate. As at LPD, the Undeveloped Lands, save for a temporary car park constructed on Parcel 7C which is not operational, the remaining 9 parcels of land within the Kenny Heights Development (formerly known as Bandar Sri Duta) project have remain undeveloped for over 18 years due to various factors, including but not limited to, misalignment in relation to development strategies, different risk appetites, different capital allocation objectives for KHE and OPSB and a combination of unforeseen economic and market conditions. The prevailing economy and market conditions affected the viability and timing of the development vis-à-vis the global financial crisis from 2008 to 2009 and compounded by the COVID-19 pandemic from 2020 to 2022. We are of the view that the cumulative impact of these events created considerable challenges for both KHE and OPSB in securing sufficient internal and external funding and maintaining the commercial viability of undertaking a large-scale integrated development in accordance with the Consortium Agreement.

Area of evaluation	Reference in this IAL	Our evaluation
		We further note that any plans to develop the parties' respective portions of the land will require prior approval from other party. Therefore, due to the difference in business direction between DutaLand and OIB in terms of the future plan for the Undeveloped Lands, the parties are at an impasse with regards to the development of the Undeveloped Lands. If the current impasse is not alleviated, the prolonged/delayed development of the Undeveloped Lands may result in other complications including, amongst others, changes in market conditions, development viability, holding costs, difficulty in development planning as a result of cost escalation, construction cost overrun which may affect the feasibility and/or value of the proposed development and/or further protract KHE's ability to realise the potential earnings from the development. **(ii) Continue sharing in the cost/expenses of the joint development** The Group continues to share in the cost/expenses of the joint development. For the FYE 30 June 2025, the Group's share of loss for the joint development was RM2.73 million. During the period that the lands remain undeveloped, the Group will be required to continue sharing in the expenses being incurred on the joint development of the Undeveloped Lands. The Proposed Termination will enable the parties to subsequently implement their plans and recognise earnings upon the development of their respective lands. Premised on the above, we are of the opinion that the rationale for the Proposed Termination is reasonable as via the Proposed Termination, both parties may alleviate the current impasse and restrictions over the development of the land. Thus, enabling the respective parties to gain flexibility to plan and implement their initiatives over their respective portions of land without having to seek consent/approval from the other party.
Salient terms of the Termination Agreement	Section 7.2	Based on our review of the salient terms of the Termination Agreement, we are of the opinion that the salient terms of the Termination Agreement are reasonable and not detrimental to the interest of the non-interested shareholders of DutaLand.
Effects of the Proposed Termination	Section 7.3	The Proposed Termination will not have any effect on the issued and paid-up share capital and shareholding of substantial shareholders of the Company as the Proposed Termination does not involve the issuance of any new shares of the Company.

Area of evaluation	Reference in this IAL	Our evaluation
		The Proposed Termination will result in a RM290.3 million increase in the Group's NA as a result of the derecognition and remeasurements of the Group's proportionate share of the joint operation's assets and liabilities of RM291.8 million and deduction of the estimated expenses for the Proposed Termination of RM1.5 million. The earnings of DutaLand Group after the Proposed Termination (based on the Group's audited FYE 30 June 2025) will result in an increase in earnings by approximately RM290.3 million. Upon the completion of the Proposed Termination, the Group will no longer required to share in the cost/expenses of the joint development. For the FYE 30 June 2025, the Group's share of loss for the joint development was RM2.73 million. However, the total estimated cost for KHL to discharge its residual obligation for Parcel 2 and Undeveloped Lands is RM14.9 million of which KHE's portion is approximately RM8.6 million and is to be funded by KHE's portion of the cash and cash equivalents in the joint operations and the Group's internally generated funds. Based on the above, we are of the view that the financial effects of the Proposed Termination are not detrimental to the interest of the non-interested shareholders of DutaLand.
Risk factors in relation to the Proposed Termination	Section 7.4	We note that the risks associated with the Proposed Termination are the typical risks associated with property development industry. We wish to highlight that although measures and efforts would be taken by the Group to mitigate the aforementioned risks in relation to the Proposed Termination, no assurance can be given that one or a combination of the risk factors as stated above will not occur and give rise to material adverse impact on the business operations of the Group, its financial performance, financial position or prospects thereon after the Proposed Termination.
Industry outlook and prospects of the Group	Section 7.5	We are of the view that the positive outlook of Malaysian economy and property industry in Malaysia coupled with the flexibility the Group will obtain upon completion of the Proposed Termination to plan and implement their initiatives over their respective portions of land without having to seek consent/approval from the other party, the prospects of the Group upon completion of the Proposed Termination are expected to be positive.

3. CONCLUSION AND RECOMMENDATION

We have assessed and evaluated the Proposed Termination after taking into consideration the various factors as discussed above. Based on our evaluation and on the basis of the information available to us, we are of the opinion that the Proposed Termination is **fair and reasonable** and **not detrimental** to your interest.

Accordingly, we recommend that you **vote in favour** of the resolution pertaining to the Proposed Termination to be tabled at the Company's forthcoming EGM.

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M+Global
Corporate Finance By Malacca Securities

Malacca Securities Sdn Bhd 197301002760 (16121-H)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

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11 August 2026

To: The non-interested shareholders of DutaLand Berhad

Dear Sir/Madam,

INDEPENDENT ADVICE LETTER TO THE NON-INTERESTED SHAREHOLDERS OF DUTALAND IN RELATION TO THE PROPOSED TERMINATION

This IAL is prepared for the inclusion in the circular to the shareholders of DutaLand dated 11 August 2026 in relation to the Proposed Termination and should be read in conjunction with the same. All definitions used in this IAL shall have the same meaning as the words and expressions provided in the "Definitions" section of the Circular, except where the context otherwise requires or otherwise defined herein.

1. INTRODUCTION

On 14 April 2026, the Board announced that KHE, KHL and OPSB had on even date entered into the Termination Agreement for the Proposed Termination.

In view of the interest of the Interested Directors and Interested Persons as set out in Section 9 of Part A of this Circular, the Proposed Termination is deemed as a related party transaction pursuant to Paragraph 10.08 of the Listing Requirements. Accordingly, the Board had on 13 November 2025, appointed Malacca Securities as the Independent Adviser to advise the non-interested shareholders as to whether the Proposed Termination is fair and reasonable and whether the Proposed Termination is to the detriment of the non-interested shareholders.

The purpose of this IAL is to provide the non-interested shareholders of DutaLand with an independent evaluation of the fairness and reasonableness of the Proposed Termination, together with our recommendation thereon, subject to the limitations of our role and evaluation as specified in this IAL.

THE NON-INTERESTED SHAREHOLDERS OF DUTALAND ARE ADVISED TO READ BOTH THIS IAL AND PART A OF THE CIRCULAR TOGETHER WITH THE ACCOMPANYING APPENDICES AND CAREFULLY CONSIDER THE RECOMMENDATION CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED TERMINATION TO BE TABLED AT THE FORTHCOMING EGM OF THE COMPANY.

IF YOU ARE IN ANY DOUBT AS TO THE COURSE OF ACTION TO BE TAKEN YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, ACCOUNTANT, SOLICITOR OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

2. SCOPE, LIMITATIONS AND ASSUMPTIONS TO THE EVALUATION AND OPINION

We were not involved in any negotiation, discussion or formulation of the Proposed Termination and/or any deliberations and negotiations pertaining to the terms and conditions of the Proposed Termination. Our terms of reference as an Independent Adviser are limited to expressing an independent evaluation of the Proposed Termination as per the requirements of Paragraph 10.08(3) of the Listing Requirements and the Best Practice Guide in relation to Independent Advice Letters issued by Bursa Securities.

In our evaluation and analysis, and in formulating our recommendation, we have reviewed and relied upon the reasonableness, accuracy and completeness of the following information:

(i) the information contained in Part A of the Circular and the accompanying appendices in the Circular;

(ii) the Termination Agreement;

(iii) the information contained in the Valuation Report in relation to the Undeveloped Lands;

(iv) the annual report of DutaLand for the FYE 30 June 2025;

(v) discussions with the Board and management of DutaLand ("**Management**");

(vi) other relevant information, documents, confirmations and/or representations furnished to us by the Board and the Management; and

(vii) other publicly available information which we are aware of and deemed relevant.

We have relied on the accuracy of the information and documents furnished to us by the Board, the Management and the Independent Valuer and have not independently verified such information and documents for their validity, reliability, accuracy and/or completeness. In addition, the Board and the Management had undertaken to exercise due care to ensure that all information, data, documents and representations provided to us to facilitate our evaluation are accurate, valid, complete, reasonable and free from any material omission in all material respects. Accordingly, Malacca Securities shall not assume any responsibility or liability whatsoever to any party for any inaccuracies, misstatements or omission of facts and information provided or represented by the Board and the Management. Whilst we make no representation as to the accuracy, validity and completeness of the information provided, we have made enquires as were reasonable in the circumstances and undertook reasonableness checks and corroborated such information with independent sources, where possible and have no reason to believe that the aforesaid information/documents provided to us are inaccurate, invalid, incomplete, unreasonable, unreliable, and/or misleading and we are satisfied with the sufficiency of the documents and information provided by the Company.

The Board confirmed that they had read this IAL and collectively and individually accept full responsibility for the information on the Group, the Undeveloped Lands and the Proposed Termination as disclosed in this IAL and/or documents provided to us, which are essential to our evaluation, and confirmed that after making all reasonable enquiries, and to the best of their knowledge and belief, there is no omission of any fact which would make any information and statement disclosed to us incomplete, inaccurate, false and misleading.

Our evaluation and recommendation set out in this IAL are amongst others, based on prevailing market, economic, industry and other conditions, and the information and/or documents made available to us, as at LPD. Such conditions may change significantly over a short period of time. It is also based on the assumptions that the parties to the Termination Agreement are able to fulfil their respective obligations thereto in accordance with the terms and conditions therein. It should be noted that our evaluation and opinions expressed in this IAL do not take into account the information, events or conditions arising after the LPD or such other period as specified herein, as the case may be.

We shall notify the non-interested shareholders of DutaLand by way of announcement if, after despatching this IAL and prior to the EGM, we become aware that the information or document previously circulated or provided:

(i) contains a material statement which is false or misleading;

(ii) contains a statement from which there is a material omission; or

(iii) does not contain a statement relating to a material development.

If circumstances require, we shall send a supplementary letter to the non-interested shareholders of DutaLand.

It is not within our terms of reference to express any opinion on the commercial benefits of the Proposed Termination and this remains the responsibility of the Board. We wish to emphasise that our role as Independent Adviser also does not extend to rendering an expert opinion on legal, accounting and tax matters relating to the Proposed Termination. We have formed our evaluation and recommendation based on the considerations set out in the ensuing sections of this IAL, and where comments or points of consideration are included on matters which may be commercially oriented, these are incidental to our overall evaluation and concern matters which we may deem material for disclosure.

We are not in possession of information relating to, and have not given any consideration to, separate specific investment objectives, financial situations, tax positions and particular needs of any individual non-interested shareholder of DutaLand or any specific group of non-interested shareholders of DutaLand. We recommend that any individual non-interested shareholder of DutaLand or any specific group of non-interested shareholders of DutaLand who is in doubt as to the action to be taken or require advice in relation to the Proposed Termination in the context of their individual objectives, risk profiles, financial and tax situations or particular needs, should consult their respective stockbrokers, bank managers, accountants, solicitors or other professional advisers immediately. We shall not be liable for any damage or loss of any kind sustained or suffered by any individual non-interested shareholder of DutaLand or any specific group of non-interested shareholders of DutaLand in reliance on our opinion stated herein for any purpose whatsoever which is particular to such individual non-interested shareholder of DutaLand or specific group of non-interested shareholders of DutaLand.

3. CREDENTIALS, EXPERIENCE AND EXPERTISE OF MALACCA SECURITIES

Malacca Securities is a participating organisation of Bursa Securities and provides a range of services including corporate finance advisory, stockbroking and research. Malacca Securities was approved by the Securities Commission Malaysia on 10 August 2020, as a corporate finance adviser. Our corporate finance team provides a wide range of corporate finance advisory services including initial public offerings, mergers, acquisitions and divestitures, equity fund raisings, corporate restructuring and independent advisory opinions.

The credentials, professional experience and expertise of Malacca Securities, where Malacca Securities had acted and was appointed as an independent adviser prior to the date of this IAL include, amongst others, the following:

(i) disposals of:

  (a) 163 Retail Park by D'Kiara Place Sdn Bhd, a wholly-owned subsidiary of YNH Property Bhd. to ALX Asset Berhad for a cash consideration of RM270,500,000.00; and

  (b) AEON Seri Manjung by YNH Hospitality Sdn Bhd, a wholly-owned subsidiary of YNH Property Bhd. to ALX Asset Berhad for a cash consideration of RM152,000,000.00

  satisfied entirely in cash through the issuance of the medium term notes ("**MTN**") by ALX Asset Berhad pursuant to the asset-backed MTNs programme of up to RM500,000,000.00 in nominal value with a tenure of 20 years, where the independent advice letter was issued on 10 February 2023;

(ii) acquisition by MTrustee Berhad, acting as the trustee for and on behalf of Pavilion Real Estate Investment Trust, of Pavilion Bukit Jalil together with the related assets and rights from Regal Path Sdn Bhd for an aggregate purchase consideration of RM2,200 million, where the independent advise letter was issued on 7 March 2023;

(iii) unconditional mandatory take-over offer by Lembaga Tabung Angkatan Tentera (“**LTAT**”) through UOB Kay Hian Securities (M) Sdn Bhd and Maybank Investment Bank Berhad to acquire all the ordinary shares in Boustead Plantations Berhad not already held by LTAT for a cash consideration of RM1.55 per offer share, where the independent advice circular was issued on 11 December 2023;

(iv) acquisition by Urban Reach Sdn Bhd, a 55%-owned subsidiary of FCW Holdings Berhad, from JKB Development Sdn Bhd of a parcel of leasehold industrial land held under Pajakan Mukim 1029, Lot 30487, Jalan Genting Kelang, Mukim of Setapak, District of Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur for a total cash consideration of RM43.08 million, where the independent advice letter was issued on 28 December 2023;

(v) renounceable rights issue of new units in Tower Real Estate Investment Trust to raise gross proceeds of up to RM66.00 million and the exemption under subparagraph 4.08(1)(b) of the Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia (“**Rules**”), to GLM Equities Sdn Bhd and Guocoland (Malaysia) Berhad together with the persons acting in concert with them from the obligation to undertake a mandatory general offer, where the independent advice letter was issued on 7 March 2024;

(vi) issuance of 752,057,840 new ordinary shares in Southern Steel Berhad (“**SSB Shares**”) to Green Esteel Pte. Ltd. (“**Esteel**”) at an issue price of RM0.42 per issuance share and the exemption under subparagraph 4.08(1)(b) of the Rules for Esteel and its controlling shareholder, You Zhenhua, from the obligation to undertake a mandatory take-over offer, where the independent advice letter was issued on 19 December 2024;

(vii) unconditional mandatory take-over offer by Bright Meadow Sdn Bhd (“**BMSB**”) through AmInvestment Bank Berhad to acquire all the remaining ordinary shares in Mercury Industries Berhad not already owned by BMSB and Dato’ Doh Tee Leong for a cash consideration of RM0.90 per offer share, where the independent advice circular was issued on 19 December 2024;

(viii) disposal by Genetec Technology Berhad of 6,183,750 ordinary shares in CLT Engineering Sdn Bhd (“**CLT**”), representing 51% equity interest in CLT to Tan Moon Teik for a total disposal consideration of RM21,627,559 to be fully satisfied via cash, where the independent advice letter was issued on 17 January 2025;

(ix) conditional mandatory take-over offer by Mighty Alliance Sdn Bhd (“**MASB**”) through Maybank Investment Bank Berhad to acquire all the remaining ordinary shares, irredeemable convertible unsecured loan stocks (“**ICULS**”) and warrants 2021/2026 (“**Warrants**”) in Scanwolf Corporation Berhad not owned by MASB, Seah Ley Hong, Dato’ Sri Wong Sze Chien, Dato’ Sri Azlan Bin Azmi And Dato’ Sri Andrew Lim Eng Guan as well as new ordinary shares in Scanwolf Corporation Berhad which may be issued and allotted prior to the closing of the offer arising from the conversation of ICULS and exercise of Warrants, for a cash consideration of RM0.54 per offer share, RM0.18 per offer ICULS and RM0.24 per offer warrant, where the independent advice circular was issued on 20 February 2025; and

(x) voluntary withdrawal of Pimpinan Ehsan Berhad’s listing from the Official List of the Main Market of Bursa Securities pursuant to Paragraph 16.06 of the Main Market Listing Requirements of Bursa Securities, where the independent advice letter was issued on 8 June 2026.

Premised on the foregoing, we have displayed that we are capable and competent and have the relevant experience in carrying out our role and responsibilities as an Independent Adviser to advise the non-interested shareholders of the Company in relation to the Proposed Termination.

4. DECLARATION OF CONFLICT OF INTEREST

We confirm that:

(i) there are no existing or potential conflict of interest situations for us to carry out our role as the Independent Adviser in connection with the Proposed Termination; and

(ii) save for our role as Independent Adviser for the Proposed Termination, there is no other professional relationship between us and DutaLand in the past 2 years prior to the date of this IAL.

5. DETAILS OF THE PROPOSED TERMINATION

Based on the Consortium Agreement, KHE and OPSB intended to jointly develop the Subject Lands into the Project. The original master plan for the Project was approved via a layout plan and development orders issued by Jabatan Perancangan Bandaraya, DBKL dated 3 September 1997, 17 September 1997, 12 October 1999 and 18 November 2016.

The Consortium Agreement was entered into as part of the Company's restructuring scheme as per the 2003 Circular. Under the said restructuring scheme, the Company via KHE, had also undertaken the acquisition of Parcel 4, Parcel 5, Parcel 6A, Parcel 7A, Parcel 7B, Parcel 7C and Parcel 8B of the Subject Lands from KHD for a purchase consideration of RM261.0 million, while OIB via OPSB, had undertaken the acquisition of Parcel 1, Parcel 2, Parcel 3, Parcel 6B and Parcel 8A from KHD for a purchase consideration of RM189.0 million.

As announced on 25 April 2007, KHE completed the acquisition of its portion of the Subject Lands on even date. As disclosed in the 2003 Circular, acquisitions of KHE's portion of the Subject Lands were deemed as related party transactions.

At the material time, KHE and OPSB each obtained an independent market valuation for the Subject Lands and based on such valuations, concluded on the purchase consideration for the Subject Lands and the Agreed Ratio for the Consortium Agreement as follows:-

	Purchase consideration	**Agreed ratio**
	RM'million	%
KHE	261.0	58.0
OPSB	189.0	42.0
	450.0	**100.0**

On 10 August 2007, KHE, OPSB and KHL have entered into the Development Agreement for the appointment of KHL as the developer to develop Parcel 1, Parcel 2 and such other parcels of the Subject Lands as may be mutually agreed by KHE and OPSB. The Development Agreement was only entered subsequent to the completion of the restructuring scheme on 25 April 2007.

Under the Termination Agreement, KHE, OPSB and KHL have agreed to mutually terminate the Consortium Agreement and Development Agreement. KHE and OPSB have also agreed to enter into a separate deed of revocation to terminate the Trust Deed.

Pursuant to the Termination Agreement, KHE and OPSB have agreed that upon the termination date, the distribution of asset, liabilities, income and expenses accruing from the joint development under the Consortium Agreement up to such date, shall be made in accordance with the Agreed Ratio.

Notwithstanding the above, in respect of Parcel 2 which was developed and fully sold, KHE and OPSB have agreed for KHL, as the developer, to continue discharge and perform all outstanding obligations and liabilities arising from the development of Parcel 2, including without limitation, applying for and procuring the subdivision of the Parcel 2 and obtaining the issuance of separate issue documents of titles. Such obligations shall continue until all such obligations and liabilities have been fully discharged and performed by KHL and, KHE and OPSB have mutually confirmed in writing that the relevant works have been duly completed. The costs and expenses required to perform and discharge such residual obligations are currently estimated at approximately RM0.1 million, comprising principally subdivision and strata title application costs, survey, professional and authority fees, and legal and professional fees for the finalisation of the project accounts. Such costs and expenses shall continue to be borne by KHE and OPSB in accordance with the Agreed Ratio. Similarly, for the Undeveloped Lands, both KHE and OPSB have agreed that should there be any outstanding costs, expenses or liabilities relating to the Undeveloped Lands incurred prior to the date of the Termination Agreement, the relevant payment or disbursement shall continue as a residual obligation until fully discharged. As at the LPD, such costs are estimated at approximately RM14.8 million, which shall continue to be borne by KHE and OPSB in accordance with the Agreed Ratio. KHE’s portion for the expenses in relation to KHL’s residual obligations for Parcel 2 and the Undeveloped Lands is approximately RM8.6 million in total.

The Proposed Termination does not involve any transfer of land or payment of consideration between the parties to the Consortium Agreement and the Development Agreement as it merely provides for the termination of such agreements, with each party retaining their respective ownership of the Undeveloped Lands, which are currently held in trust by the Trustee.

The details of the Proposed Termination are set out in Section 2 of Part A of this Circular.

6. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS OF THE COMPANY AND/OR PERSONS CONNECTED TO THEM

As at LPD, save as disclosed below, none of the Directors, Major Shareholders and/or persons connected with them have any interest, direct or indirect, in the Proposed Termination.

TSDYYS who is the Group Managing Director and a Major Shareholder of the Company is deemed interested in the Proposed Termination by virtue of him being the Group Managing Director of OIB and a major shareholder of OIB with direct and indirect shareholdings, via DESB, of 57.0%.

DYWC, being the Executive Director and a Major Shareholder of the Company is also deemed interested in the Proposed Termination by virtue of him being a major shareholder in OIB with indirect shareholdings, via DESB, of 57.0%.

In addition, DSYWK, being a Major Shareholder of the Company, is deemed interested in the Proposed Termination by virtue of him being the Executive Director and a major shareholder of OIB with direct and indirect shareholdings, via DESB, of 57.0%.

DYWC and DSYWK are sons of TSDYYS and therefore, they are persons connected to each other.

The following persons and/or entities are persons connected to the Interested Persons:

(i) KHD, being a Major Shareholder of the Company, of which its sole shareholder is TSDYYS. For information purposes, the shareholding of TSDYYS in KHD as at LPD is as follows:

	No. of shares	%
TSDYYS	2,203,000	100.0

(ii) PSDLLN, being a Major Shareholder of the Company, whom is also the spouse of TSDYYS and the mother of DYWC and DSYWK; and

(iii) OIB, being a shareholder of the Company, of which its shareholders include the Interested Persons.

7. EVALUATION OF THE PROPOSED TERMINATION

In evaluating the Proposed Termination, we have considered the following factors:

		Reference to the IAL
(i)	Rationale of the Proposed Termination	Section 7.1
(ii)	Salient terms of the Termination Agreement	Section 7.2
(iii)	Effects of the Proposed Termination	Section 7.3
(iv)	Risk factors of the Proposed Termination	Section 7.4
(v)	Industry outlook and prospects of the Group	Section 7.5

7.1 Rationale of the Proposed Termination

We have considered the rationale of the Proposed Termination as set out in Section 3 of Part A of this Circular:

"The Consortium Agreement and Development Agreement were entered into when both parties had shared a common vision to jointly develop the Subject Lands. However, both companies' business priorities, financial positions, commercial objectives and prevailing market conditions have evolved.

Our Company believes that the Consortium Agreement and Development Agreement no longer allow KHE to execute its objectives for its share of the Undeveloped Lands effectively. Our Company has carefully reviewed the strategic and operational challenges currently confronting KHE, which underscore the need to pursue a revised strategy for the Undeveloped Lands. These challenges include, but not limited to, the difference in business direction between our Company and OIB in terms of the future plan for the Undeveloped Lands.

Our Company is of the view that, through the Proposed Termination, KHE stands to benefit from the flexibility to plan and implement initiatives for its portion of the Undeveloped Lands without the requirement to seek prior approval from OPSB, thereby streamlining decision-making processes and enabling more responsive execution of its business plans. In addition, the termination of the Consortium Agreement allows both KHE and OPSB to pursue their respective business directions independently, without the requirement for mutual consultation.

Notwithstanding that KHE and OPSB are ultimately controlled and managed by TSDYYS and parties related to him, both entities operate as separate corporate entities with their respective business strategies, priorities and considerations. Accordingly, KHE and OPSB may independently evaluate and pursue opportunities that are aligned with their respective business objectives, including monetise and/or formulate a development strategy for their respective portions of the Undeveloped Lands.

The table below illustrates our Group's financial performance over the past 3 years and the latest quarterly result:

	Audited FYE 2023	***Audited FYE 2024***	***Audited FYE 2025***	***Unaudited FPE 31 March 2026***
	RM'000	***RM'000***	***RM'000***	***RM'000***
Revenue				
- *Commodity trading*	*167,563*	*146,062*	*400,434*	317,791
- *Property development*	*2,020*	*15,768*	*26,985*	31,616
- *Investment holding and others*	*38,849*	*40,467*	*25,770*	28,623
- *Plantation*	*1,474*	*1,919*	*3,860*	3,419
- *Adjustments and elimination*	*(21,091)*	*(21,344)*	*-*	-
	188,815	*182,872*	*457,049*	**381,449**
Profit/(loss) before tax				
- *Commodity trading*	*(5,472)*	*2,804*	*444*	814
- *Property development*	*(10,489)*	*(3,081)*	*7,102*	7,902
- *Investment holding and others*	*15,735*	*66,672*	*(8,333)*	(6,290)
- *Plantation*	*(595)*	*(1,364)*	*145*	1,591
- *Adjustments and elimination*	*6,095*	*(64,504)*	*546*	(1,338)
	5,274	*527*	*(96)*	**2,679**
Net operating cash flow	*(68,775)*	*(55,311)*	*(45,094)*	(41,051)
Cash and cash equivalents	*96,910*	*84,475*	*117,641*	81,332
Total borrowings	*377*	*323*	*722*	608
Net assets	*1,247,223*	*1,247,751*	*1,230,671*	1,229,792
Share of loss in the joint operations	*(6,099)*	*(6,917)*	*(2,729)*	*(2,497)*

(Source: Annual report for our Group for FYE 2023, FYE 2024 and FYE 2025, quarterly result for FPE 31 March 2026 and our management (in respect of the share of loss in the joint operations for FPE 31 March 2026))

The revenue for our Group increased significantly to RM457.0 million in FYE 2025 from RM188.8 million and RM182.9 million for FYE 2023 and FYE 2024, respectively, representing an increase of approximately 142.1% and 149.9% from FYE 2023 and FYE 2024, respectively. Such increase was primarily driven by our commodity trading segment.

Despite the increase in revenue, our Group recorded a marginal loss before tax of RM0.1 million in FYE 2025, compared with profit before tax of RM5.3 million and RM0.1 million for FYE 2023 and FYE 2024, respectively, due to higher other expenses incurred in FYE 2025. While our commodity trading segment remained profitable for FYE 2025, the key profit contributor for FYE 2025 was our property development segment which contributed a profit before tax of RM7.1 million for FYE 2025 due to the higher margin associated with property development activities. Similar trend is noted for FPE 31 March 2026 whereby our property development segment was the key profit contributor which contributed a profit before tax of RM7.9 million, despite only being the second highest revenue contributor after our commodity trading segment over the same period.

In view of the financial performance outlined above, together with the consecutive share of losses recognised from the joint operations, our Company believes that the Proposed Termination will enable KHE to pursue with the development of its portion of the Undeveloped Lands independently. This is expected to facilitate our Group's property development activities and allow our Group to realise future revenue from the development of the Undeveloped Lands, which has demonstrated stronger earnings contribution in recent financial years.

Following the Proposed Termination, KHE and OPSB will continue to be bound by the obligations under the Master Development Order as preserved pursuant to the Termination Agreement. The Termination Agreement does not inhibit either party from planning, pursuing its own business strategies and implementing and managing initiatives relating to its respective portions of the Undeveloped Lands, including the timing, manner and approach of development or monetisation, without requiring mutual consultation or agreement with the other party, except where such actions may affect the Master Development Order.

As at the LPD, there is no comprehensive development plan for the Undeveloped Lands, including the development timeline, estimated GDC, estimated GDV and sources of funds. However, our Company remains committed to comply with the Master Development Order. Upon the completion of the Proposed Termination, our Group intends to undertake a holistic assessment of our business strategy for KHE's portion of the Undeveloped Lands to formulate a detailed and commercially viable development plan. Such assessment will include, among others, evaluating prevailing market conditions and demand, determining the appropriate development concept and timeline, estimating the GDC and GDV, assessing our Group's financial requirements and identifying suitable funding sources and financing structures. Should our Group conclude that the development strategy is not commercially viable, our Group may evaluate monetisation strategies to unlock the value of such lands in the best interests of our Group.

Our Company is of the view that the Proposed Termination will enable KHE to capitalise on new opportunities and is expected to contribute positively to our Company's future financial performance."

Our comments:

We take cognisance of the rationale and have considered the following key factors:

(i) Delay in the development of the Project

We understand that based on the Consortium Agreement, KHE and OPSB intended to jointly develop the Subject Lands into a new township known as Kenny Heights Development (formerly known as Bandar Sri Duta) comprising of residential and commercial projects involving earthworks, infrastructure and the construction of condominium and office blocks and a retail outlet/mall. On 10 August 2007, KHE, OPSB and KHL have entered into the Development Agreement for the appointment of KHL as the developer to develop Parcel 1, Parcel 2 and such other parcels of the Subject Lands as may be mutually agreed by KHE and OPSB.

Since the execution of the Development Agreement in August 2007, only 3 parcels of land, of which Parcel 5 and Parcel 1 were sold in April 2011 and April 2017 respectively while Parcel 2 was developed into housing development known as Kenny Heights Estate. We note that as at LPD, the Undeveloped Lands, save for a temporary car park constructed on Parcel 7C which is not operational, the remaining 9 parcels of land within the Project have remain undeveloped for over 18 years due to various factors, including but not limited to, misalignment in relation to development strategies, different risk appetites, different capital allocation objectives for KHE and OPSB and a combination of unforeseen economic and market conditions. The prevailing economy and market conditions affected the viability and timing of the development vis-à-vis the global financial crisis from 2008 to 2009 and compounded by the COVID-19 pandemic from 2020 to 2022. We are of the view that the cumulative impact of these events created considerable challenges for both KHE and OPSB in securing sufficient internal and external funding and maintaining the commercial viability of undertaking a large-scale integrated development in accordance with the Consortium Agreement.

Notwithstanding KHE and OPSB have common ultimate shareholders and/or management whereby both entities are operating within their respective public listed parent companies, namely DutaLand and OIB, we are of the view that both Dutaland and OIB may independently evaluate and pursue opportunities that are aligned with their respective business objectives i.e. maximising the interests of their respective shareholders which is often affected by factors such as, available resources, timing on the execution of the development and the envisaged theme of the particular development.

We further note that any plans to develop the parties' respective portions of the land will require prior approval from other party. Therefore, due to the difference in business direction between DutaLand and OIB in terms of the future plan for the Undeveloped Lands, the parties are at an impasse with regards to the development of the Undeveloped Lands. If the current impasse is not alleviated, the prolonged/delayed development of the Undeveloped Lands may result in other complications including, amongst others, changes in market conditions, development viability, holding costs, difficulty in development planning as a result of cost escalation, construction cost overrun which may affect the feasibility and/or value of the proposed development and/or further protract KHE's ability to realise the potential earnings from the development.

We take note that save for Parcel 4, each of the land parcel stretches through several land titles and lots. Therefore, these parcels that are identified based on the Master Development Order, are being described as being "part" of certain titles and lots. For clarity, there is no overlapping in terms of the beneficial ownership for the land titles and lots described as being "part". The respective land title will be retained by the beneficial owner after the Proposed Termination, each party shall have liberty to work on their respective parcels of land. However, we are cognisant of the development risk highlighted in Section 5.1 of Part A of the Circular, the aforementioned liberty may result in ineffective integration across different parcels and/or breach of conditions in the Master Development Order. However, the Proposed Termination will allow the parties to move forward on the development of the respective parcels, hence, we are of the view that it remains the best interest of both parties to ensure that the development of the respective parcels is confined within the ambit of the Master Development Order as any breaches to the conditions of the Master Development Order will stifle the parties' progress on the development of the Undeveloped Lands. Further, to achieve the successful development of their respective parcels, it is also in the parties' best interest to plan the integration of infrastructure across the parcels.

(ii) Continue sharing in the cost/expenses of the joint development

The Group continues to share in the cost/expenses of the joint development. For the FYE 30 June 2025, the Group's share of loss for the joint development was RM2.73 million. During the period that the lands remain undeveloped, the Group will be required to continue sharing in the expenses being incurred on the joint development of the Undeveloped Lands. The Proposed Termination will enable the parties to subsequently implement their plans and recognise earnings upon the development of their respective lands.

Premised on the above, we are of the opinion that the rationale for the Proposed Termination is reasonable as via the Proposed Termination, both parties may alleviate the current impasse and restrictions over the development of the land. Thus, enabling the respective parties to gain flexibility to plan and implement their initiatives over their respective portions of land without having to seek consent/approval from the other party. Nevertheless, you should note that the potential benefits arising from the Proposed Termination, are subject to certain risk factors as disclosed in Section 5 of Part A of the Circular as well as Section 7.4 of this IAL.

7.2 Salient terms of the Termination Agreement

(a) Termination of Consortium Agreement and Development Agreement

(i) *"Subject to the terms and conditions of the Termination Agreement and the Termination Agreement becoming unconditional, the parties agree that the Consortium Agreement and the Development Agreement shall be terminated within three (3) days from the date on which the condition precedent is fulfilled ("**Termination Date**"), save for any rights, obligations and liabilities which have accrued prior to the Termination Date or which are expressed or intended to survive such Proposed Termination, as provided for in the Termination Agreement."*

Our comments:

This term is reasonable as it sets out the obligations and timing of both parties to terminate the Consortium Agreement and Development Agreement.

(ii) *KHE and OPSB agree that, subject to the terms of the Termination Agreement, upon the Termination Date:*

(aa) The Independent Agreed Value for the Undeveloped Land is RM1,917,000,000 and, OPSB and KHE respective portion based on the Agreed Ratio are as follows:

Proprietors	***Agreed Ratio***	***OPSB and KHE respective portion of the Independent Agreed Value (Based on Agreed Ratio)***
OPSB	*42%*	*RM 805,140,000*
KHE	*58%*	*RM 1,111,860,000*
Total	***100%***	***RM1,917,000,000***

*(bb) Parcel 3, Parcel 6B and Parcel 8A (collectively, the "**OPSB-JDA Land**") shall remain owned by OPSB, whether held directly in its name or held on trust for its benefit; and;*

*(cc) Parcel 4, Parcel 6A, Parcel 7A, Parcel 7B, Parcel 7C and Parcel 8B (collectively, the "**KHE-JDA Land**") shall remain owned by KHE, whether held directly in its name or held on trust for its benefit.*

(iii) *KHE and OPSB have mutually agreed that their respective portion to the Independent Agreed Value, which represents a deviation (whether positive or negative) of less than 0.5% from KHE and OPSB respective portion based on the Agreed Ratio, shall be as follows:*

OPSB : RM801,850,000
KHE : RM1,115,150,000

(iv) *KHE and OPSB further acknowledges and agrees that the Independent Agreed Value attributed to them is final and they shall have no rights, claims or entitlements arising from the abovementioned deviation.*

Our comments:

The details of the Undeveloped Lands are as follows:

Parcel	Beneficial owner	Title no.	Lot no.	Land area (sq. ft.)	Land tenure	Market value (RM'000)
3[(a)]	OPSB	Geran 70304, 70305 (part) and 66942 (part)	Lot 67613, 67616 (part) and 62215 (part)	386,166	Interest in perpetuity	476,700
4[(b)]	KHE	Geran 54153	Lot 57489	71,688	Interest in perpetuity	45,400
6A[(c)]	KHE	Geran 66943 (part), 5362 (part), 5363 (part) and 54154 (part)	Lot 62216 (part), 21764 (part), 21765 (part) and 57487 (part)	596,364	Interest in perpetuity	501,100
6B[(c)]	OPSB	Geran 66942 (part)	Lot 62215 (part)	65,940	Interest in perpetuity	55,400
7A[(d)]	KHE	Geran 66943 (part), 5362 (part) and 5363 (part)	Lot 62216 (part), 21764 (part) and 21765 (part)	151,588	Interest in perpetuity	131,100
7B[(d)]	KHE	Geran 54154 (part) and 5363 (part)	Lot 21765 (part) and 57487 (part)	140,340	Interest in perpetuity	121,900
7C[(e)]	KHE	Geran 54154 (part), 54152 (part) and 54149	Lot 57487 (part), 57488 (part) and 57490	236,623	Interest in perpetuity	265,100
8A[(f)]	OPSB	Geran 70300, 70301 (part) and 66942 (part)	Lot 67611, 67615 (part) and 62215 (part)	244,664	Interest in perpetuity	272,000
8B[(f)]	KHE	Geran 66943 (part)	Lot 62216 (part)	53,594	Interest in perpetuity	53,900
						1,922,600

(Source: Valuation Report)

Notes:

(1) *Parcel 3 is not contiguous to other parcels of land.*

(2) *Parcel 4 is not contiguous to other parcels of land.*

(3) *Parcel 6A and Parcel 6B are contiguous to one another and share the same plot of land.*

(4) *Parcel 7A and Parcel 7B are contiguous to one another and share the same plot of land.*

(5) *Parcel 7C is not contiguous to other parcels of land.*

(6) *Parcel 8A and Parcel 8B are contiguous to one another and share the same plot of land.*

We noted that the overall market value assigned to the Undeveloped Lands by the Independent Valuer is approximately RM1.92 billion and assigned to KHE and OPSB as follows:

Ownership	**Market value RM'000**	**%**
KHE	1,118,500	58.2
OPSB	804,100	41.8
	1,922,600	**100.0**

We noted that the Independent Valuer for the Undeveloped Lands, had used the Market/Comparison Approach as the only preferred valuation method. The Market/Comparison Approach is premised on the principle that comparison is made on the property under valuation with sales of other similar properties. Where dissimilarities exist, adjustments are made. Under this method, an estimate of the market value is derived by comparing the property under valuation with other similar properties that had been sold in the appropriate time horizon.

In determination of value by this method, a survey was made of property sales that have occurred in this or similar areas within the appropriate time horizon. The comparables sales prices are then adjusted for comparability to reflect the differences in market condition (time), location and accessibility, size, tenure, corner/end premium, shape/site efficiency, planning approval/plot ratio, category of land use/conversion premium, infrastructure and topography/terrain/site condition to render the sold properties as similar as possible with the Undeveloped Lands. category of land use/express condition, and tenure to render the sold properties as similar as possible to the Undeveloped Lands. As the land remain undeveloped without a specified development order, we are of the view that the comparison approach is an acceptable methodology to be used for the valuation of the Undeveloped Lands. Specified development order is the Master Development Order which sets out the overall master plan for the site and where the respective parcels within the site plans to be developed.

We have reviewed the assumptions and adjustments to the sale values of the comparable properties located in Mont' Kiara, Segambut, Bukit Damansara and Solaris Dutamas, which are reasonable.

For information, for undeveloped land with a specified development order, the Income Approach, by way of Residual Method or the Discounted Cash Flow method would be appropriate to determine the market value of the land. The Income Approach, by way of Residual Method entails the determining of the total GDV and deducting from this the costs of construction and site works, professional fees, interest on capital borrowed, contingencies and developers' risk and profit. The residual is the value of the land and this is deferred for the period of development to arrive at the current market value of the land today. The Discounted Cash Flow method takes into consideration projected net cash flow generated from the aforementioned projects are discounted at a specified discount rate to arrive at the incremental value to be derived from the projects.

In the absence of confirmed development orders specifying detailed development parameters for each parcel, the application of the income approach through the residual method or the discounted cash flow method would require the adoption of numerous assumptions relating to the potential development configuration and financial performance of the Undeveloped Lands. Consequently, the resulting valuation outcomes may be highly sensitive to variations in these assumptions and may not provide a reliable reflection of prevailing market conditions.

Based on the announcement released by OIB on 14 April 2026 in relation to the Proposed Termination, we noted that OIB had appointed JLL Appraisal & Property Services Sdn Bhd ("**JLL**") as its independent valuer to ascribe a value for Undeveloped Lands. The total appraised market value of the Undeveloped Lands by JLL is RM1.91 billion, the breakdown of which attributable to KHE and OPSB is as follows:-

Ownership	Market value RM'000	%
KHE	1,111,800	58.2
OPSB	799,600	41.8
	1,911,400	**100.0**

Taking into consideration both parties have ascribed different market values to the Undeveloped Lands, we note that both parties had agreed to the Independent Agreed Value of RM1,917.00 million, being the average of the appraised market values by Cheston (KHE's valuer) and JLL (OPSB's valuer) of RM1,922.60 million and RM1,911.40 million. Accordingly, KHE and OPSB agreed the Independent Agreed Value for the Undeveloped Land is RM1,917,000,000 based on the Agreed Ratio are as follows:

Proprietors	Agreed Ratio	OPSB and KHE respective portion of the Independent Agreed Value (Based on Agreed Ratio)
OPSB	42.0%	RM805,140,000
KHE	58.0%	RM1,111,860,000
	100.0%	**RM1,917,000,000**

KHE and OPSB had further mutually agreed that the Independent Agreed Value shall be apportioned as follows:

	Market value ascribed by Cheston	Market value ascribed by JLL	Total Market Value ascribed by the valuers	Average market value i.e. Independent Agreed Value	Agreed Ratio
KHE	RM1,118,500,000	RM1,111,800,000	RM2,230,300,000	RM1,115,150,000	58.2%
OPSB	RM804,100,000	RM799,600,000	RM1,603,700,000	RM801,850,00	41.8%
Total	**RM1,922,600,000**	**RM1,911,400,000**	**RM3,834,000,000**	**RM1,917,000,000**	**100.0%**

Based on the above, the deviation is as follows:

Ownership	Market value ascribed by the Independent Valuer RM'000	%	OPSB and KHE respective portion of the Independent Agreed Value RM'000	%	Deviation to the 58%:42% Agreed Ratio RM'000	[(a)]%
KHE	1,118,500	58.2	1,115,150	58.2	3,350	0.3
OPSB	804,100	41.8	801,850	41.8	2,250	0.3
	1,922,600	**100.0**	**1,917,000**	**100.0**	**5,600**	**0.3**

Note:-

(a) Computed based on deviation over the market value ascribed by the Independent Valuer.

Ownership	Value based on Agreed Ratio	%	OPSB and KHE respective portion of the Independent Agreed Value RM'000	%	Deviation to the 58%:42% Agreed Ratio RM'000	[(a)]%
KHE	1,111,860	58.0	1,115,150	58.2	(3,290)	(0.2)
OPSB	805,140	42.0	801,850	41.8	3,290	0.2
	1,917,000	**100.0**	**1,917,000**	**100.0**	**-**	**-**

Note:-

(a) Computed based on deviation over the total value based on Agreed Ratio.

We note that whilst both Cheston and JLL have used the Market/Comparison Approach in determining their respective market values for the Undeveloped Lands, the resultant ascribed market values deviate by approximately RM11.2 million. We understand that this is due to differences in assumptions adopted and/or comparable properties used in their respective valuations. We are of the view that the deviation is small in comparison with the overall ascribed market value of the Undeveloped Lands.

Further, we noted that both parties have come to an agreement that any differential of less than 0.5% from either parties' entitlement under the initial ownership ratio shall be disregarded. We take cognisance this this term is a negotiated term that is acceptable between both parties and is reasonable in order to facilitate the completion of the Proposed Termination. We note that the basis in determining the Independent Agreed Value has considered the average of the ascribed market values by both Cheston and JLL, which serves as the base for the allocation of the values to the respective parties. We also take cognisance that the allocation is premised on the earlier agreed ratio of 58% (KHE) : 42% (OPSB) which was approved by shareholders for the Consortium Agreement.

Based on the current valuation of the Undeveloped Lands, the value of the lands to accrue to KHE is 0.2% above the initial assigned 58.0%, hence, any further adjustments to the value up to 0.5% will not result in any payment, adjustment, compensation or equalisation payable by KHE.

Premised of the above, we are of the view that the Independent Agreed Value and the apportioned value of RM1,115.15 million is fair and reasonable.

(b) Condition precedent

The Termination Agreement shall be conditional upon the parties (and where applicable, its holding company) obtaining its respective shareholders' approval at the general meeting for the termination of the Consortium Agreement and the Development Agreement within four (4) months from the date of the Termination Agreement ("Stop Date") or within two (2) months from the Stop Date or such other further period as may be mutually agreed between the parties in writing.

<u>Our comments:</u>

We note that both KHE and OPSB have until 13 August 2026 (unless mutually agreed by parties for extension) to fulfil the condition precedent. This clause sets a timeline for the parties to secure the necessary approvals to facilitate the Proposed Termination. In the event the Condition Precedent are not met within the prescribed timeline, either party can terminate the Termination Agreement.

The Condition Precedent generally relates to a customary approval required from relevant parties and/or authorities to give effect of the Proposed Termination.

Premised on the above, we are of the opinion that this term is reasonable.

(c) Termination of Development Agreement and the appointment of the developer

(i) Subject to the provisions of the Termination Agreement, the Development Agreement and the appointment of KHL as the developer thereunder:

(aa) in respect of Parcel 1, shall cease upon (1) the sale of Parcel 1, (2) KHL having procured the closure of the housing development account in respect of Parcel 1 and (3) refund the fund in the housing development account in respect of Parcel 1 to KHE and OPSB in accordance with the Agreed Ratio;

(bb) in respect of Parcel 5, have ceased upon the sale of Parcel 5;

(cc) in respect of Parcel 2, shall continue until all obligations and liabilities required pursuant to the applicable law and regulations have been fully discharged and performed by KHL as the developer, and upon KHE and OPSB have mutually confirmed in writing that such work has been duly completed;

(dd) in respect of the Undeveloped Lands, shall on the Termination Date be terminated and shall cease to have any further force or effect, save for such residual rights, obligations and liabilities as are expressly preserved under the Termination Agreement; and

(ee) upon the termination of the Consortium Agreement and Development Agreement, and the termination of the Trust Deed, KHE and OPSB may determine, in respect of its KHE-JDA Land or its OPSB-JDA Land (as the case may be), decide for any or all parcels whether the legal title shall revert to themselves, continue to be held by the Trustee under a new trust deed, or be transferred to a new trustee.

(ii) Notwithstanding the termination:

(aa) any costs, expenses or liabilities relating to Parcel 2 and the Undeveloped Land which is incurred prior to the date of the Termination Agreement shall be borne by KHE and OPSB in accordance with the Agreed Ratio, and shall remain a continuing and residual obligation of KHE and OPSB to pay or reimburse to KHL for such costs, expenses and liabilities; and

(bb) *if there remain any outstanding costs, expenses or liabilities relating to Parcel 2 and the Undeveloped Land payable by KHE or OPSB (as the case may be) to the other, it shall remain a continuing and residual obligation of KHE or OPSB (as the case may be) to pay or reimburse the other for such outstanding costs, expenses and liabilities.*

<u>Our comments:</u>

Pursuant to the Consortium Agreement, all the revenue and cost in relation to the Subject Lands shall be shared based on the Agreed Ratio of 58% : 42% in favour of KHE and OPSB.

<u>Parcel 1 and Parcel 5</u>

We noted that Parcel 1 and Parcel 5 had been sold in April 2017 and April 2011 respectively and understand from the management of the Company that the proceeds in relation to the sales had been shared based on the Agreed Ratio.

We also further understand from the management of the Company that KHL are in the midst of closing the housing development account in respect of Parcel 1 and shall refund the fund in the housing development account to KHE and OPSB in accordance with the Agreed Ratio. We take note that this is the responsibility of KHL in accordance to the Housing Development Act 1966.

<u>Parcel 2</u>

We noted that Parcel 2 was developed into a housing development known as Kenny Heights Estate, comprising 49 town villa and the units in the development were sold. The proceed from the sale of the sold units in the said development had been distributed among KHE and OPSB in accordance with the Agreed Ratio. All the obligations and liabilities required by KHL pursuant to the applicable law and regulations shall be continued until being fully discharged and completed by KHL, and both KHE and OPSB have mutually confirmed in writing that such work has been duly completed.

<u>Undeveloped Lands</u>

The obligations and liabilities in respect of Undeveloped Lands shall be ceased on the Termination Date ceased to have any further force or effect, save for such residual rights, obligations and liabilities as are expressly preserved under the Termination Agreement.

Upon the termination of the Consortium Agreement, the Development Agreement and the termination of the Trust Deed, each Proprietor may determine, in respect of its KHE-JDA Land – Balance or its OPSB-JDA Land – Balance (as the case may be), decide for any or all parcels whether the legal title shall revert to the Proprietor itself, continue to be held by the Trustee under a new trust deed, or be transferred to a new trustee.

We are of the view that the aforementioned terms are reasonable taking into consideration all the obligations and liabilities in relation to the Undeveloped Lands shall be ceased upon the Proposed Termination.

Further, in relation to the developed Parcel 2, the obligations and liabilities shall be continued by KHL as the developer of the Parcel 2 until fully discharged and completed by KHL. We are of the view that this term is reasonable as this is consistent with the market practice for property development project which the developer shall continue to bear the responsibility in relation to the project subsequent to the completion up to the timeline based on the applicable law and regulations and all the costs, expenses or liabilities incurred for Parcel 2 shall be borne by KHE and OPSB in accordance with the Agreed Ratio.

(d) Master Development Order

For the purposes of preserving the approved layout, conditions, terms, plot ratio and the integrity of the Master Development Order, KHE and OPSB covenant and undertake with each other that they shall comply with all conditions in the Master Development Order and not do anything or omit to do anything (whether intentionally or unintentionally), which would or may result in any modification, or variation, or the revocation or cancellation of the Master Development Order (unless required by the appropriate authorities or mutually agreed by KHE and OPSB).

Our comments:

We are of the opinion that this term is reasonable to safeguard the rights of KHE and OPSB and ensure the potential benefits to be derived from the Undeveloped Lands are intact and/or will not be unnecessarily protracted.

The Termination Agreement provides that any variation to the Master Development Order by KHE or OPSB otherwise than in accordance with the terms of the Termination Agreement would constitute a breach of the surviving obligations expressly preserved under the Termination Agreement. In such circumstances, KHE or OPSB, as the case may be, may pursue a claim against the defaulting party in accordance with the terms of the Termination Agreement.

In the event of disposal of any of the Undeveloped Lands (excluding Parcel 4 which is not part of the Master Development Order) to a third party purchaser, the disposing party is bound by the Termination Agreement to procure the third party purchaser to enter into an undertaking with KHE, OPSB and KHD, to be contractually bound by the Master Development Order and right of way of the Undeveloped Lands as provided under the Termination Agreement, respectively.

(e) Right of way

KHE and OPSB agree to grant to each other uninterrupted and irrevocable contractual right of way and access over and across such part or parts of their respective parcels of the Undeveloped Lands as may be reasonably required for the development of the Undeveloped Lands.

Our comments:

We are of the opinion that this term is reasonable to safeguard the rights of KHE and OPSB and ensure the overall road access within the Master Development Order remains intact.

(f) Right of first refusal

In the event KHE or OPSB:

(i) intends to sell its parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B ("Selling Proprietor"); or

(ii) receives a bona fide offer from a third party to purchase its parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B,

such Selling Proprietor shall irrevocably grant to the other a right of first refusal to purchase the said parcel of land forming part of Parcel 6A, Parcel 6B, Parcel 8A or Parcel 8B (as the case may be) on terms no less favourable than those proposed to be offered to, or received from such third-party purchaser.

Our comments:

We take cognisance that the Termination Agreement stipulates a right of first refusal to be offered by the selling party to the other party in the event a bona fide arm's length written offer is made on Parcel 6A and Parcel 8B (to be owned by KHE) and Parcel 6B and Parcel 8A (to be owned by OPSB). We note that the said parcels are located along the demarcation of land to be owned by KHE and OPSB. As such, this term is a negotiated term and reasonable in order to allow either party to acquire the selling land to facilitate the eventual development of the land in accordance with the overall Master Development Order.

As at the date of this IAL, we understand that the Company has not received any prior offer for Parcel 6A and Parcel 8B.

(g) Termination Date

Termination shall take effect on the Termination Date and the following steps shall be undertaken by the parties:

(i) KHE and OPSB shall notify the Trustee of the termination, and entering into a new trust deed or a supplemented trust deed, if required;

(ii) the parties shall take all necessary steps to revoke the irrevocable power of attorney dated 26 April 2023 granted by the Trustee in favour of KHL in respect of the Undeveloped Land (save and except for Parcel 4) to enable KHL to perform its obligations and exercise its rights and powers under the Development Agreement; and

(iii) the parties shall execute, deliver and perform all such further documents, acts and things as may be reasonably required to give full effect to the terms and conditions of the Termination Agreement.

On the Termination Date, each party shall release and discharge the other party from all obligations arising under or in connection with the Consortium Agreement and/or the Development Agreement, and neither party shall have any claims against the other arising from or in connection with the Consortium Agreement and/or the Development Agreement save and expect from, amongst others, any antecedent breach of the Consortium Agreement or the Development Agreement prior to the Termination Date. In addition, KHE and OPSB, and KHL shall indemnify and keep the other party indemnified against all demands, claims, actions, suits, proceedings, investigations or inquiries, damages, liabilities, losses, injuries, fines, taxes or impositions, and all costs and expenses incurred, arising from or in connection with, amongst others, their respective residual obligations in respect of the development of Parcel 2 after the Termination Date.

Our comments:

We are of the opinion that this term is reasonable to facilitate the completion of the Proposed Termination.

Premised on the above, we are of the opinion that the salient terms of the Termination Agreement are reasonable and not detrimental to the interest of the non-interested shareholders of DutaLand.

7.3 Effects of the Proposed Termination

In our evaluation, we have also considered the financial effects arising from the Proposed Termination as set out in Section 6 of Part A of this Circular:

(i) Share capital and substantial shareholders' shareholdings

The Proposed Termination will not have any effect on the issued and paid-up share capital and shareholding of substantial shareholders of the Company as the Proposed Termination does not involve the issuance of any new shares of the Company.

(ii) NA, NA per DutaLand Share and gearing

We note that the Proposed Termination will result in a RM290.3 million increase in the Group's NA as a net effects from remeasurements of assets and liabilities pursuant to the Proposed Termination of RM291.8 million and after deduction of the estimated expenses for the Proposed Termination of RM1.5 million.

The gearing ratio is negligible.

(iii) Earnings and EPS

	RM'000
Loss after tax attributable to equity holders of the Company for the FYE 30 June 2025	(11,919)
Add/(Less):-	
- Net effect from the remeasurement of assets and liabilities pursuant to the Proposed Termination	291,822
- Estimated expenses for the Proposed Termination	(1,500)
Profit after tax attributable to equity holders of the Company after the Proposed Termination	**278,403**

As set out above, we note that the illustrative effects to the earnings of DutaLand Group after the Proposed Termination (based on the Group's audited FYE 30 June 2025) will result in an increase in earnings by approximately RM290.3 million.

(iv) Share of joint operation

The Group's aggregate share of the revenue, expenses, assets and liabilities of the joint operations and the proforma effects of the Proposed Termination assuming it is effective on 30 June 2025 are illustrated below:

	Audited FYE 30 June 2025	**After the Proposed Termination**
	RM'000	**RM'000**
Revenue	-	-
Cost of sales	-	-
Other income	422	-
Other expenses, including finance cost and tax	(3,151)	-
Loss for the year	**(2,729)**	**-**

	Audited FYE 30 June 2025	After the Proposed Termination
	RM'000	**RM'000**
Non-current assets	228,957	-
Cash and cash equivalents	363	363
Other current assets	12,038	2,171
Current liabilities	(249,390)	(8,648)
Non-current liabilities	(118)	-
Net assets	**(8,150)**	**(6,114)**

Total estimated cost for KHL to discharge its residual obligation for Parcel 2 and Undeveloped Lands is RM14.9 million of which KHE's portion is approximately RM8.6 million and is to be funded by KHE's portion of the cash and cash equivalents in the joint operations and the Group's internally generated funds.

Based on the above, we are of the view that the financial effects of the Proposed Termination are not detrimental to the interest of the non-interested shareholders of DutaLand.

7.4 Risk factors of the Proposed Termination

In evaluating the Proposed Termination, you should carefully consider the potential risk factors as set out in Section 5 of Part A of this Circular before voting on the resolution pertaining to the Proposed Termination at the Company's forthcoming EGM.

We note that the risks associated with the Proposed Termination are the typical risks associated with property development industry.

(i) Development risk

As the Undeveloped Lands are adjacent to each other, developments carried out independently rather than a coordinated single project may create inconsistencies in terms of design standards, development timeline and inefficient land use. Notwithstanding that the development of the Undeveloped Lands will be in accordance to the Master Development Order, there may be a risk that key elements such as utility networks, drainage systems and open spaces may not integrate efficiently across the parcels, particularly for Parcel 6A and Parcel 8B of the Undeveloped Lands. Such lack of coordination may result in inefficiencies, increased costs and sub-optimal outcomes for KHE.

In addition, developing the contiguous Undeveloped Lands as smaller, separately managed projects may reduce collective market presence compared to a single, larger development. The fragmentation of planning and branding could dilute overall market appeal, potentially affecting property pricing and buyer interest.

Furthermore, the absence of a unified development approach resulting from the Proposed Termination may expose KHE to competition risk arising from the developments within the Undeveloped Lands in addition to competition from other external projects, particularly if such developments are targeting similar market segments. Such competition could lead to an overlap of product offerings, reduced differentiation and property pricing pressures, ultimately impacting profit margins of the Group as a whole.

Although the absence of cost sharing and a unified development approach may present certain challenges, the sale or development of smaller land parcels, which may be more readily marketed to a wider pool of investors and developers than a larger integrated development site, could provide KHE with greater flexibility in determining the development strategy and timing for each land parcel. Furthermore, in the event that OPSB disposes of any adjacent land to Parcel 6A or Parcel 8B, the Company is of the view that the associated development risk can be mitigated through the right of first refusal arrangement as set out in the salient terms of the Termination Agreement in Appendix I of Part A this Circular.

(ii) Financial and operational risk

The Group is poised to benefit from the Proposed Termination should it successfully advances the development of KHE's portion of the Undeveloped Lands. Such development, however, remains subject to various financial and operational risks that could compromise project execution and delivery timeline. These include availability of funding to undertake the development, potential delays in construction, challenges related to labour availability and subcontractor performance and unforeseen site or supply chain disruptions.

Notwithstanding the foregoing, the Company will take all reasonable steps to ensure that the risks associated with the development of KHE's portion of the Undeveloped Lands are monitored and managed carefully.

(iii) Regulatory risk

As the current category of land use of KHE's portion of the Undeveloped Lands is designated for agricultural use, KHE will be required to apply for a conversion of the category of land use to residential or commercial use, as applicable. Such conversion is subject to the approval of the relevant authorities and there can be no assurance that approval will be obtained in timely manner or can be obtained at all. In addition, the approval for conversion, if obtained, may also be subject to terms and conditions which may not be acceptable to KHE if such conditions may materially and adversely affect the plan and hence prospect for KHE's portion of the Undeveloped Lands. Under such events, KHE's portion of the Undeveloped Lands may not be suitable for the intended development.

Additionally, KHE will bear the full cost of converting the category of land use to residential or commercial use following the Proposed Termination. Under the Consortium Agreement, such costs would otherwise have been shared with OPSB based on the Agreed Ratio. Consequently, KHE may incur higher upfront development costs, which could impact overall project viability, cash flow and expected returns.

Further, any developments undertaken by KHE within its portion of the Undeveloped Lands shall be made in accordance with the Master Development Order. Any deviation would require approval for a variation to the existing approval or new approval for a new development order from the relevant authorities should there be any changes to the development plans that are not in accordance with the existing development order. The requirement to secure such approvals may result in additional regulatory processes, potential delays and increased costs.

We wish to highlight that although measures and efforts would be taken by the Group to mitigate the aforementioned risks in relation the Proposed Termination, no assurance can be given that one or a combination of the risk factors as stated above will not occur and give rise to material adverse impact on the business operations of the Group, its financial performance, financial position or prospects thereon after the Proposed Termination.

7.5 Industry outlook and prospects of the Group

We take note of the industry outlook and prospects of the Group as disclosed in Section 4 of Part A of this Circular. We noted that the following:

(i) the Malaysian economy is expected to remain resilient in 2026, with growth expected to come in within the range of 4% - 5%, supported by steady domestic demand and continued expansion in the export performance;

(ii) the property market's trajectory in 2026 is expected to remain resilient, underpinned by market activity, stable price movement and variation of construction activity. Residential demand is shifting toward more high value and affordable units. Nevertheless, the residential buildings subsector is anticipated to expand, driven by sustained demand for affordable housing as underlined by the Budget 2026. While policy support and selective demand drivers provide a foundation for stability, the broader outlook remains vulnerable to external economic shifts and domestic affordability constraints. Meanwhile, the non-residential subsector is projected to expand further, supported by strong demand for industrial facilities from the realisation of approved investments, coupled with the development of new industrial areas; and

(iii) the Group's plan in acquisition of new development land to strengthen its presence in the mid-market residential segment, where demand is expected to remain supported by favourable demographics, urbanisation and homeownership initiatives.

Accordingly, we are of the view that the above positive outlook coupled with the flexibility the Group will obtain upon completion of the Proposed Termination to plan and implement their initiatives over their respective portions of land without having to seek consent/approval from the other party, the prospects of the Group upon completion of the Proposed Termination are expected to be positive.

8. CONCLUSION AND RECOMMENDATION

Our opinion and recommendation contained in this IAL are addressed to the non-interested shareholders of DutaLand at large and not to any particular shareholder. Accordingly, we have not taken into consideration any specific investment objectives of any individual or any specific group of shareholder(s). We recommend that any individual shareholder or any specific group of shareholder who may require advice in the context of their objectives, financial situation and particular needs should consult their respective professional advisers immediately.

We have assessed and evaluated the Proposed Termination after taking into consideration the various factors set out below and you should also carefully consider these factors before voting on the resolution pertaining to the Proposed Termination at the Company's forthcoming EGM:

(i) rationale for the Proposed Termination;

(ii) salient terms of the Termination Agreement;

(iii) effects of the Proposed Termination;

(iv) risk factors in relation to the Proposed Termination; and

(v) industry outlook and prospects of the Group

Based on our overall assessment and evaluation of the information available to us up to the LPD of the Proposed Termination, we are of the opinion that the Proposed Termination is **fair and reasonable** and **not detrimental** to your interest.

Accordingly, we recommend that you **vote in favour** of the ordinary resolution pertaining to the Proposed Termination to be tabled at the Company's forthcoming EGM.

Yours faithfully,
for and on behalf of
MALACCA SECURITIES SDN. BHD.

LAW KIM FATT
Co-Head
Corporate Finance

DARREN KOH
Senior Vice President
Corporate Finance

DutaLand Berhad

(Registration No. 196701000326 (7296-V))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting ("**EGM**") of DutaLand Berhad ("Company") will be held at Ballroom 1 & 2, Level 2, InterContinental Kuala Lumpur, 165 Jalan Ampang, 50450 Kuala Lumpur on Friday, 28 August 2026 at 3.30 p.m., or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the following resolution with or without any modifications:

ORDINARY RESOLUTION

PROPOSED TERMINATION OF CONSORTIUM AGREEMENT DATED 14 FEBRUARY 2003 ENTERED INTO BETWEEN KH ESTATES SDN BHD ("KHE"), A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY AND OLYMPIA PROPERTIES SDN BHD ("OPSB"), A WHOLLY-OWNED SUBSIDIARY OF OLYMPIA INDUSTRIES BERHAD ("CONSORTIUM AGREEMENT") AND THE DEVELOPMENT AGREEMENT DATED 10 AUGUST 2007 ENTERED INTO BETWEEN KHE, OPSB AND KH LAND SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF KHE ("DEVELOPMENT AGREEMENT") ("PROPOSED TERMINATION")

"**THAT** subject to the requisite approvals from all relevant authorities and/or parties (if required) being obtained in respect of the Proposed Termination, approval be and is hereby given to KHE and KHL, being wholly-owned subsidiaries of the Company, to terminate the Consortium Agreement and Development Agreement upon the terms and conditions contained in the Termination Agreement dated 14 April 2026;

AND THAT the Directors of the Company, KHE and KHL (save for Tan Sri Dato' Yap Yong Seong and Datuk Yap Wee Chun) be and are hereby empowered and authorised to take all such steps, to do all such acts, deeds and things and to execute, sign, deliver and cause to be delivered on behalf of the Company, KHE and/or KHL all such documents and/or agreements as may be necessary or expedient in order to finalise, implement, complete and to give effect to the Proposed Termination and any proposal or transaction which is consequential to or in connection with the Proposed Termination including the termination of the trust deed dated 25 January 2007 entered into between KHE, OPSB and RHB Trustees Berhad, with full powers to assent to any conditions, modifications, variations and/or amendments in any manner as may be required or imposed by the relevant authorities and/or parties and/or as the Directors may, in their discretion, deem fit, necessary or expedient in the best interest of the Company, KHE and KHL."

BY ORDER OF THE BOARD

Khoo Ming Siang *[MAICSA 7034037 (SSM PC No. 202208000150)]*
Company Secretary

Kuala Lumpur
11 August 2026

Notes:

1. Members of the Company whose names appear in the Record of Depositors as at **21 August 2026** shall be entitled to attend, speak and vote at the Extraordinary General Meeting ("EGM") or to appoint proxy(ies) to attend, speak and vote on behalf of the member(s).

2. Each member is entitled to appoint not more than 2 proxies to attend, speak and vote at the meeting. A proxy may but need not be a member of the Company. Any member who appoints more than 1 proxy without specifying in the Proxy Form the proportion of the shareholdings to be represented by each proxy, such appointment shall be invalid.

3. A member who is an authorised nominee, may appoint not more than 2 proxies in respect of each securities account held. For any member who is an exempt authorised nominee holding ordinary shares in the Company for multiple beneficial owners in a securities account ("Omnibus Account"), there is no limit to the number of proxies such member may appoint in respect of each Omnibus Account held.

4. Appointment of proxy(ies) shall be made as follows **no later than Wednesday, 26 August 2026 at 3.30 p.m.**:

   (i) **electronically** via Vistra Share Registry and IPO (MY) portal at https://srmy.vistra.com (refer to the **EGM Administrative Details** for further details); or

   (ii) by way of a duly signed **hard copy Proxy Form** which must be **deposited at the Share Registrar's office** below:

   - Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia; or

   - alternatively, to be deposited into the drop box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia.

   The Proxy Form shall be completed with all the appropriate information required and signed with a date inserted thereon. For appointment of proxy by any corporate member, its Proxy Form must be signed under its common seal or under the hand of its attorney duly authorised in writing or in accordance with the applicable laws for the time being in force.

5. Any authority to appoint a proxy by way of power of attorney and any corporate members who appoint representatives to attend, speak and vote at the meeting, shall be made **no later than Wednesday, 26 August 2026 at 3.30 p.m.**, as more particularly described in the **EGM Administrative Details**.

6. You are advised to read and understand the contents of the Personal Data Protection Statement which is annexed with the Notice of EGM before providing any relevant personal data to the Company or its agent(s), as the case may be.

7. Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in this Notice will be put to vote by way of poll.

PERSONAL DATA PROTECTION STATEMENT

Any member of the Company, by providing his/her/its personal data to the Company (or its agents) to attend/speak/participate/vote at the Extraordinary General Meeting of the Company ("EGM") or by submitting an instrument (hard copy or electronically) to appoint a proxy(ies) and/or representative(s) to attend/speak/participate/vote on such member behalf at the EGM and/or any adjournment thereof, shall indicate that such member (i) consents to the collection, use and disclosure of his/her/its personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of such member and his/her/its proxies and/or representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance/participation lists, minutes and other documents (including in electronic form) relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where such member discloses the personal data of member, proxy(ies) and/or representative(s) to the Company (or its agents), such member has obtained the prior consent of proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of his/her/its proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that such member shall indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of breach of the aforesaid warranty by such member.

DutaLand Berhad

Registration No. 196701000326 (7296-V)

PROXY FORM

CDS account no.	
No. of shares held	

*I / We (name in full and in block letters) ____

*NRIC / Passport / Company registration no. ______________________ of (full address) ______________________________

____ (contact / mobile phone no. _______________________)

being a member of **DutaLand Berhad** ("the Company"), hereby appoint:

Name of proxy	NRIC / Passport no.	Address	Proportion of shareholdings to be represented by proxy	
			No. of shares	%

and

Name of proxy	NRIC / Passport no.	Address	Proportion of shareholdings to be represented by proxy	
			No. of shares	%

or, failing *him/her/them, the Chairman of the meeting as *my/our proxy(ies) to vote for *me/us on *my/our behalf at the **Extraordinary General Meeting** of the Company which will be held at Ballroom 1 & 2, Level 2, InterContinental Kuala Lumpur, 165 Jalan Ampang, 50450 Kuala Lumpur on Friday, 28 August 2026 at 3.30 p.m., or at any adjournment thereof, and that *my/our proxy(ies) *is/are to vote, on the following resolution as indicated below:

** Delete if inapplicable*

No.	Ordinary Resolution	For	Against
1.	Proposed Termination of the Consortium Agreement and Development Agreement		

The proxy(ies) so appointed shall vote, on my/our behalf, in the manner as I/we indicate with an "X" in the appropriate space alongside on resolution above, without which the proxy(ies) may vote at his/her/their discretion.

Dated this __________ day of ___________________ , 2026.

____

Signature / Common Seal of Shareholder

Notes:

1. Members of the Company whose names appear in the Record of Depositors as at **21 August 2026** shall be entitled to attend, speak and vote at the Extraordinary General Meeting ("EGM") or to appoint proxy(ies) to attend, speak and vote on behalf of the member(s).
2. Each member is entitled to appoint not more than 2 proxies to attend, speak and vote at the meeting. A proxy may but need not be a member of the Company. Any member who appoints more than 1 proxy without specifying in the Proxy Form the proportion of the shareholdings to be represented by each proxy, such appointment shall be invalid.
3. A member who is an authorised nominee, may appoint not more than 2 proxies in respect of each securities account held. For any member who is an exempt authorised nominee holding ordinary shares in the Company for multiple beneficial owners in a securities account ("Omnibus Account"), there is no limit to the number of proxies such member may appoint in respect of each Omnibus Account held.
4. Appointment of proxy(ies) shall be made as follows **no later than Wednesday, 26 August 2026 at 3.30 p.m.**:
   (i) **electronically** via Vistra Share Registry and IPO (MY) portal at https://srmy.vistra.com (refer to the **EGM Administrative Details** for further details); or
   (ii) by way of a duly signed **hard copy Proxy Form** which must be **deposited at the Share Registrar's office** below:
   - Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia; or
   - alternatively, to be deposited into the drop box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia.

   The Proxy Form shall be completed with all the appropriate information required and signed with a date inserted thereon. For appointment of proxy by any corporate member, its Proxy Form must be signed under its common seal or under the hand of its attorney duly authorised in writing or in accordance with the applicable laws for the time being in force.
5. Any authority to appoint a proxy by way of power of attorney and any corporate members who appoint representatives to attend, speak and vote at the meeting, shall be made **no later than Wednesday, 26 August 2026 at 3.30 p.m.**, as more particularly described in the **EGM Administrative Details**.
6. You are advised to read and understand the contents of the Personal Data Protection Statement which is annexed with the Notice of EGM before providing any relevant personal data to the Company or its agent(s), as the case may be.
7. Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in this Notice will be put to vote by way of poll.

Fold this flap for sealing

Then fold here

Affix stamp here

The Share Registrar
Tricor Investor & Issuing House Services Sdn Bhd
197101000970 (11324-H)
(c/o DutaLand Berhad [196701000326 (7296-V)])
Unit 32-01, Level 32, Tower A
Vertical Business Suite, Avenue 3
Bangsar South, No. 8, Jalan Kerinchi
59200 Kuala Lumpur
Malaysia

1st fold here
