

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

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

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[Registration No. 196501000477 (6265-P)]

**CIRCULAR TO SHAREHOLDERS IN RELATION TO**

**PROPOSED RENEWAL OF SHAREHOLDERS’ MANDATES FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**AND**

**IN CONJUNCTION WITH THE SPECIAL BUSINESS AT THE SIXTY FIRST (61<sup>ST</sup>) ANNUAL GENERAL MEETING**

The resolution pertaining to the above proposal is set out in the Notice of the Sixty First (61<sup>st</sup>) Annual General Meeting (“AGM”) of TDM Berhad (“Company”). The Notice convening the 61<sup>st</sup> AGM of TDM Berhad (“TDM” or “the Company”), which is scheduled to be held at **The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu on Monday, 22 June 2026 at 11.00 a.m.**, or at any adjournment thereof, together with the Proxy Form are set out in the Integrated Annual Report 2025 of the Company.

A member who is entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on his/her behalf. If you decide to appoint a proxy(ies) to attend and vote on your behalf at the AGM, the Form of Proxy should be completed and deposited at the office of the Share Registrar of the Company, Tricor Investor & Issuing House Services Sdn Bhd, at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan or alternatively, Drop-in Box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time for holding the AGM. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the AGM should you subsequently decide to do so.

Last date and time for deposited the Proxy Form : Saturday, 20 June 2026 at 11.00 am

Date and time of AGM : Monday, 22 June 2026 at 11.00 am

Meeting Venue : The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu

This Circular is dated 28 April 2026

## **PART A**

**CIRCULAR TO SHAREHOLDERS IN RELATION TO PROPOSED  
RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT  
RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING  
NATURE**

## DEFINITIONS

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For the purposes of this Circular, except where the context otherwise requires, the following definitions shall apply:

Act	:	Companies Act 2016, as amended from time to time including any re-enactment thereof.
AGM	:	Annual General Meeting.
Board	:	Board of Directors of TDM.
Bursa Depository	:	Bursa Malaysia Depository Sdn. Bhd. [Registration No. 198701006854 (165570-W)]
Bursa Securities	:	Bursa Malaysia Securities Berhad [Registration No. 200301033577 (635998-W)]
Circular	:	This Part A of the Circular to shareholders dated 28 April 2026 in relation to the Proposed Renewal of Shareholders' Mandate.
CMSA	:	Capital Market and Services Act 2007, as amended from time to time including any re-enactment thereof.
Director	:	Director has the meaning given in Section 2 of the Act and Section 2(1) of the CMSA and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon:-  i) a director of the listed corporation, its subsidiary or holding company; or ii) a chief executive of the listed corporation, its subsidiary or holding company.
FYE	:	Financial year ended/ending.
KLLT	:	Kumpulan Ladang-Ladang Trengganu Sdn. Bhd. [Registration No. 197201001372 (13017-V)] a 100% wholly owned subsidiary of TDM.
Listing Requirements	:	Bursa Securities Main Market Listing Requirements, including any amendments thereto that may be made from time to time.
LPD	:	27 March 2026, being the latest practicable date prior to the printing of this Circular.
Major Shareholder	:	Any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed corporation as defined under Rule 1.01 or any other corporation which is its subsidiary or holding company.
Market Day	:	A day on which Bursa Securities is open for trading in securities.

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## DEFINITIONS (CONT'D.)

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- Person(s) connected : In relation to a Director or Major Shareholder, means such person who falls under any one (1) of the following categories:-
- (i) a family member of the Director or Major Shareholder (for the purpose of this definition, “family” means and includes spouse, parent, child including an adopted child and stepchild, brother or sister, spouse of child including an adopted child and step-child, and spouse of brother or sister);
  - (ii) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Director, Major Shareholder or their family member, is the sole beneficiary;
  - (iii) a partner of the Director or Major Shareholder, or a partner of a person connected with that Director or Major Shareholder;
  - (iv) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;
  - (v) a person, or where the person is a body corporate, the body corporate or its directors whose directions, in accordance with whose directions, instructions or wishes the Director or Major Shareholder is accustomed or is under an obligation, whether formal or informal, to act;
  - (vi) a body corporate in which the Director, Major Shareholder or persons connected with them are entitled to exercise or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
  - (vii) a body corporate which is a related corporation (for the purpose of this definition, “related corporation” means a corporation which is the holding company of another corporation; a subsidiary of another corporation; or a subsidiary of the holding company of another corporation) of the Director or Major Shareholder.
- PMINT : Perbadanan Memajukan Iktisad Negeri Terengganu is a Terengganu Government-Owned Corporation and was established on 1 April 1965 under the State Government Enactment (Bil.3/1965).
- Recurrent Related Party Transaction(s) or “RRPT” : Recurrent Related Party Transaction(s) of a revenue or trading nature, which are recurrent, and which are necessary for day-to-day operations and are in the ordinary course of business of the Group.
- Proposed renewal of Shareholders’ mandate : Proposed renewal of existing shareholder mandate for RRPT of a revenue or trading nature.
- Related Party(ies) : Director(s), Major Shareholder(s) and/or Person(s) Connected with such Director(s) and/or Major Shareholder(s).

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**DEFINITIONS (CONT'D.)**

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Related Party Transaction(s)	:	Transaction(s) entered into by TDM Group which involve(s) the interest, direct or indirect, of the Related Party(ies).
RM and sen	:	Ringgit Malaysia and sen respectively.
TDM or the Company	:	TDM Berhad [Registration No. 196501000477 (6265-P)].
TDM Group or Group	:	TDM and its subsidiary companies, collectively.
TDM Share(s) or Share(s)	:	Ordinary share(s) in the Company.
TISB	:	Terengganu Incorporated Sdn. Bhd. [Registration No. 200601005493 (725242-P)]

Words incorporating the singular shall, where applicable, include the plural and vice versa and words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include a corporation, unless otherwise specified.

Any references to “the Company” and “TDM” in this Circular are made to TDM, and all references to “the Group” and “TDM Group” are made to the Company and its subsidiary companies. All references to “we”, “us” and “our” are made to the Company, save and where the context otherwise requires, shall include its subsidiaries.

All references to “you” in this Circular are to the shareholders of TDM.

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

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

**LETTER TO THE SHAREHOLDERS IN RELATION TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATES FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE CONTAINING:**

NO.	ITEMS	PAGE
1.	INTRODUCTION	1 - 2
2.	BACKGROUND	3
3.	DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	3 - 12
4.	REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS	13 - 14
5.	AMOUNT DUE AND OWING TO TDM GROUP BY RELATED PARTIES	14
6.	STATEMENT BY THE AUDIT COMMITTEE	15
7.	DISCLOSURE	15
8.	RATIONALE OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	15
9.	EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	15 - 16
10.	APPROVAL REQUIRED	16
11.	INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED WITH THEM	16
12.	STATEMENT BY DIRECTORS	17
13.	AGM	17
14.	FURTHER INFORMATION	17
15.	APPENDIX 1	18 - 21



[Registration No. 196501000477 (6265-P)]  
(Incorporated in Malaysia)

**Registered Office:**  
Wisma TDM  
443D, Jalan Kamaruddin  
20400 Kuala Terengganu  
Terengganu Darul Iman

28 April 2026

### **Board of Directors**

1. YBM Tengku Seri Bijaya Raja (Dato' Seri Tengku Farok Hussin bin Tengku Abdul Jalil)  
(Chairman, Non-Independent Non-Executive Director)
2. Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun (Non-Independent Non-Executive Director)
3. Haji Azlan bin Md Alifiah (Independent Non-Executive Director)
4. Dr Norhasiza binti Mat Jusoh (Independent Non-Executive Director)
5. Dato' Roslee bin Chik (Independent Non-Executive Director)
6. YB Haji Bakri bin Jamaluddin (Independent Non-Executive Director)

**To: Our Shareholders**

Dear Sir/Madam,

**TDM BERHAD**

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

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#### **1. INTRODUCTION**

At the Company's AGM held on 17 June 2025, the Company had obtained a shareholders' mandate for Recurrent Related Party Transactions ("RRPT") of a revenue or trading nature ("Existing Mandate") which are necessary for the day-to-day operations of TDM Group, with certain classes of related parties.

The Existing Mandate, shall in accordance with the Listing Requirements, expire at the conclusion of the forthcoming AGM of the Company, scheduled for 22 June 2026, unless it is renewed at the said AGM.

On 28 April 2026, the Board announced that TDM is proposing to seek your approval for the renewal of the Proposed Shareholders' Mandate.

The purpose of this Circular is to provide you with the relevant information on the Proposed Renewal of Shareholders' Mandate as well as to seek your approval for the ordinary resolution pertaining to the Proposed Renewal of Shareholders' Mandate to be tabled at the forthcoming AGM.

The Sixty First (61<sup>st</sup>) AGM of the Company is scheduled to be held at **The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu** on **Monday, 22 June 2026 at 11.00 a.m.**, or at any adjournment thereof, together with the Proxy Form are set out in the Integrated Annual Report 2025 of the Company.

**YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE TO BE TABLED AT THE COMPANY'S FORTHCOMING SIXTY FIRST (61<sup>st</sup>) AGM.**

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## 2. BACKGROUND

KLLT had on 7 February 2018 entered into four (4) conditional lease agreements with PMINT as follows:-

- (a) a conditional supplemental agreement to the lease agreement dated 8 December 1965 (“Principal Lease Agreement”) for the renewal of lease for approximately 25,260.1849 acres of lands (after netting off land that has been compulsorily acquired) held under titles QT(R) Kemaman 1 Lot/PT. PTK 198/65, QT(R) Kemaman 2 Lot/PT. PTK 198/65, QT(R) Kemaman 3 Lot/PT. PTK 198/65, QT(R) Kemaman 4 Lot/PT. PTK 198/65, QT(R) Kemaman 11 Lot/PT. L.O. 28, QT(R) Kemaman 12 Lot/PT. L.O. 29 and QT(R) Kemaman 13 Lot/PT. L.O. 30 all located in the Mukim of Bundi or Tebak (whichever is applicable) in the District of Kemaman, Terengganu (“Kemaman Lands”) for a second term of forty six (46) years (“Lease Renewal Agreement”);
- (b) a formalisation of conditional lease agreement for approximately 4,167.7174 acres of lands held under titles GM 1533 Lot 54, GM 1546 Lot 94, GM 617 Lot 97, GM 3157 Lot 1140, GM 3158 Lot 1141, GRN 8684 Lot 3040, GRN 8685 Lot 3041 and GRN 16181 Lot 10237 all located in the Mukim of Hulu Nerus in the District of Setiu, Terengganu (“Setiu Lands”) (“Setiu Lease Formalisation Agreement”);
- (c) a formalisation of conditional lease agreement for approximately 2,653.9548 acres of lands held under titles PN 669 Lot 37 & 204 and PN 825 Lot 1157 all located in the Mukim of Penghulu Diman in the District of Hulu Terengganu, Terengganu (“Hulu Terengganu Lands”) (“Hulu Terengganu Lease Formalisation Agreement”); and
- (d) a formalisation of conditional lease agreement for approximately 28.2689 acres of land held under title PN 3380, Lot 2523 located in the Mukim of Tebak in the District of Kemaman, Terengganu (“PN 3380, Lot 2523”) (“PN 3380, Lot 2523 Lease Formalisation Agreement”).

The Kemaman Lands, Setiu Lands, Hulu Terengganu Lands and PN 3380, Lot 2523 shall collectively be referred to as the “Subject Properties”.

The Setiu Lease Formalisation Agreement, Hulu Terengganu Lease Formalisation Agreement and PN 3380, Lot 2523 Lease Formalisation Agreement shall collectively be referred to as the “Lease Formalisation Agreements”.

The above signing of the Lease Renewal Agreement and Lease Formalisation Agreements would provide certainty to the Group’s core business.

## 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS’ MANDATE

### 3.1 Provisions under the Listing Requirements

Paragraph 10.09(2) of the Listing Requirements provides that with regard to related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for the day-to-day operations of a listed issuer or its subsidiaries, the listed issuer may seek a shareholders’ mandate in respect of such transactions subject to the following:

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

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.1 Provisions under the Listing Requirements (cont'd.)

Paragraph 10.09(2) of the Listing Requirements provides that with regard to related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for the day-to-day operations of a listed issuer or its subsidiaries, the listed issuer may seek a shareholders' mandate in respect of such transactions subject to the following: (cont'd.)

- (ii) the shareholder mandate is subject to annual renewal and disclosure is made in the Integrated Annual Report of the aggregate value of transactions conducted pursuant to the shareholder mandate during the financial year where the aggregate value is equal to or more than the below threshold in relation to a listed issuer with share capital of RM60 million and above:-
  - (a) the consideration, value of the assets, capital outlay or costs of the RRPT is RM1 million or more; or
  - (b) the percentage ratio of such RRPT is 1% or more,whichever is higher;
- (iii) the issuance of a circular to shareholders by the listed issuer, which includes the information as may be prescribed by Bursa Securities, together with a checklist showing compliance with such information when submitting the circular to Bursa Securities;
- (iv) in a meeting to obtain shareholders' mandate, the interested Director, interested Major Shareholder or interested Person Connected to a Director or Major Shareholder and where the interest of an interested Person Connected to a Director or Major Shareholder is involved, such Director or Major Shareholder, must not vote on the resolution approving the transactions and an interested Director or interested Major Shareholder must ensure that Persons Connected with him abstain from voting on the resolution approving the transactions; and
- (v) the Company immediately announces to Bursa Securities when the actual value of a RRPT entered into by the Company, exceeds the estimated value of the RRPT disclosed in this Circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.

Where the Company has procured its shareholders' mandate pursuant to the Listing Requirement, the provisions of Rule 10.08, Part E of Chapter 10 of the Listing Requirements, shall not apply during the period of validity of the shareholders' mandate.

Accordingly, the Board proposes to seek your approval for the Proposed Renewal of Shareholders' Mandate. The Proposed Shareholder Mandate will allow TDM Group, in the ordinary course of business, to enter into the RRPT referred to in Section 3.6 with the Related Party, provided that such transactions are made at arms' length, on the Group's normal commercial terms and on terms not more favourable to the Related Party than those generally available to the public and are not to the detriment of the minority shareholders of TDM.

### **3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)**

#### **3.2 Validity of the Proposed Shareholders' Mandate**

The authority to be conferred pursuant to the Proposed Shareholders' Mandate, if approved by the shareholders, shall take effect from the passing of the ordinary resolution proposed at the forthcoming Sixty First (61<sup>st</sup>) AGM and shall continue to be in force until:-

- (a) the conclusion of the next AGM of the Company following the AGM at which such Proposed Shareholders' Mandate was passed, at which time it will lapse, unless by a resolution past at the meeting, the authority is renewed;
- (b) the expiration of the period within which the next AGM of the Company after the date it is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (c) revoked or varied by resolution passed by the shareholders in general meeting,  
  
whichever is earlier.

#### **3.3 Disclosure in Integrated Annual Report**

Disclosure will be made in the Integrated Annual Report of the Company of the aggregate value of the RRPT based on the type of transactions, the names of the Related Parties and their relationship with the Company pursuant to the Proposed Shareholders' Mandate in the Integrated Annual Report of the Company in the subsequent year during which the Proposed Shareholders' Mandate is in force.

#### **3.4 Classes of Related Parties**

The Proposed Shareholders' Mandate will apply to the following classes of Related Parties:

- (a) Directors;
- (b) Major Shareholders; and
- (c) Persons Connected with the Directors and/or Major Shareholders.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.5 Principal activities of TDM Group

The Company is principally engaged in investment holding activities and the provision of management services and cultivation of oil palms.

The particulars of the subsidiaries of TDM and their principal activities are as follows:

Subsidiaries	Country of Incorporation	% held	Principal activities
TDM Plantation Sdn. Bhd.	Malaysia	100	Management of oil palm plantation, processing and trading of palm oil and related products.
Kumpulan Ladang-Ladang Trengganu Sdn. Bhd.	Malaysia	100	Cultivation of oil palms, trading of palm oil and other related products.
TDM Trading Sdn. Bhd.	Malaysia	100	Trading of agricultural and crude palm oil and other related products.
TDM Capital Sdn. Bhd.	Malaysia	100	Cultivation of oil palms and other related products.
TDM-YT Plantation Sdn. Bhd.	Malaysia	70	Cultivation of oil palms, trading of palm oil and other related products.
TDM Agrobiz Sdn. Bhd.	Malaysia	100	Manage and market all agro commodity business.
Kumpulan Medic Iman Sdn. Bhd.	Malaysia	99.28	Investment holding and provision of consultancy and management services to specialist medical centres.
PT Rafi Kamajaya Abadi	Indonesia	100	Cultivation of oil palms, trading of palm oil and other related products.
PT Sawit Rezki Abadi	Indonesia	100	Cultivation of oil palms, trading of palm oil and other related products.
Kumpulan Mediiiman Sdn. Bhd.	Malaysia	95.02	Investment holding and the provision of consultancy and management services to specialist medical centres.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.5 Principal activities of TDM Group (cont'd.)

Subsidiaries	Country of Incorporation	% held	Principal activities
TD Gabongan Sdn. Bhd.	Malaysia	100	Property development.
Kemaman Capital Sdn. Bhd.	Malaysia	100	Investment holding.
<b>Held by Kumpulan Medic Iman Sdn. Bhd.</b>			
Kuantan Medical Centre Sdn. Bhd.	Malaysia	92.33	Specialist medical centre.
Kelana Jaya Medical Centre Sdn. Bhd.	Malaysia	99.54	Specialist medical centre.
Kuala Terengganu Specialist Hospital Sdn. Bhd.	Malaysia	100	Specialist medical centre.
TDMC Hospital Sdn. Bhd.	Malaysia	100	Specialist medical centre.
KMI Tawau Medical Centre Sdn. Bhd.	Malaysia	100	Specialist medical centre.
KMI Chukai Medical Centre Sdn. Bhd.	Malaysia	100	Medical centre.
KMI Ambulatory Care Centre Sdn. Bhd.	Malaysia	100	Ambulatory care centre.
KMI Tunjong Medical Centre Sdn. Bhd.	Malaysia	100	Private hospital.
KMI Assets Sdn. Bhd.	Malaysia	100	Facility management and maintenance, assets management and real estates.
KMI Bertam Medical Centre Sdn. Bhd.	Malaysia	100	Private hospital.

#### Associate Company:

East Coast Fertilizer Sdn. Bhd.	Malaysia	30	Manufacturers, importers, exporters, wholesalers, retailers and dealers in all types of Agri-inputs.
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It is envisaged that, in the normal course of the Group's business, transactions of a revenue or trading nature between the companies in TDM Group and the Related Parties are necessary for its day-to-day operations. The details of the RRPT under the Proposed Renewal Shareholders' Mandate are set out in Section 3.6 of this Circular.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.6 Nature of the RRPT and Class of Related Party

3.6.1 The class and nature of the RRPT of the Group are as follows:

No.	Transacting party within the Group	Transacting Related Parties	Interested Related Parties	Nature of transactions	Existing Mandate		Estimated value of the RRPT for the Proposed Renewal of Shareholders' Mandate from 22 June 2026 (date of 61 <sup>st</sup> AGM) to the next AGM (RM)
					Estimated value of the RRPT as disclosed in the preceding year's Circular to Shareholders dated 28 April 2025 (RM)	Actual Value transacted from the date of the last AGM on 17 June 2025 to LPD (27 March 2026) (RM)	
1.	KLLT	PMINT <sup>(1)</sup>	<ul style="list-style-type: none"> <li>TISB who is a major shareholder of TDM and is deemed interest in the Proposals by virtue of TDM undertaking the Proposals with PMINT, being a person connected to TISB.</li> <li>Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun is the Non-Independent Non-Executive Director of TDM and a President &amp; Group Chief Executive Officer of TISB.</li> </ul>	Lease/rental of Kemaman Lands	3,814,000.00 <sup>(2)</sup>	3,814,000.00	3,814,000.00 <sup>(2)</sup>

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.6 Nature of the RRPT and Class of Related Party (cont'd.)

3.6.1 The class and nature of the RRPT of the Group are as follows: (cont'd.)

No.	Transacting party within the Group	Transacting Related Parties	Interested Related Parties	Nature of transactions	Existing Mandate		Estimated value of the RRPT for the Proposed Renewal of Shareholders' Mandate from 22 June 2026 (date of 61 <sup>st</sup> AGM) to the next AGM (RM)
					Estimated value of the RRPT as disclosed in the preceding year's Circular to Shareholders dated 28 April 2025 (RM)	Actual Value transacted from the date of the last AGM on 17 June 2025 to LPD (27 March 2026) (RM)	
2.	KLLT	PMINT <sup>(1)</sup>	<ul style="list-style-type: none"> <li>TISB who is a major shareholder of TDM and is deemed interest in the Proposals by virtue of TDM undertaking the Proposals with PMINT, being a person connected to TISB.</li> <li>Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun is the Non-Independent Non-Executive Director of TDM and a President &amp; Group Chief Executive Officer of TISB.</li> </ul>	Lease/rental of Setiu Lands	663,000.00 <sup>(2)</sup>	663,000.00	663,000.00 <sup>(2)</sup>

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.6 Nature of the RRPT and Class of Related Party (cont'd.)

3.6.1 The class and nature of the RRPT of the Group are as follows: (cont'd.)

No.	Transacting party within the Group	Transacting Related Parties	Interested Related Parties	Nature of transactions	Existing Mandate		Estimated value of the RRPT for the Proposed Renewal of Shareholders' Mandate from 22 June 2026 (date of 61 <sup>st</sup> AGM) to the next AGM (RM)
					Estimated value of the RRPT as disclosed in the preceding year's Circular to Shareholders dated 28 April 2025 (RM)	Actual Value transacted from the date of the last AGM on 17 June 2025 to LPD (27 March 2026) (RM)	
3.	KLLT	PMINT <sup>(1)</sup>	<ul style="list-style-type: none"> <li>TISB who is a major shareholder of TDM and is deemed interest in the Proposals by virtue of TDM undertaking the Proposals with PMINT, being a person connected to TISB.</li> <li>Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun is the Non-Independent Non-Executive Director of TDM and a President &amp; Group Chief Executive Officer of TISB.</li> </ul>	<p>Lease/rental of Hulu Terengganu Lands</p> <p>PN 669, Lot 37 &amp; 204</p> <p>PN 825, Lot 1157</p>	194,000.00 <sup>(2)</sup>	194,000.00	194,000.00 <sup>(2)</sup>
					228,000.00 <sup>(2)</sup>	228,000.00	228,000.00 <sup>(2)</sup>



### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.6 Nature of the RRPT and Class of Related Party (cont'd.)

3.6.1 The class and nature of the RRPT of the Group are as follows: (cont'd.)

No.	Transacting party within the Group	Transacting Related Parties	Interested Related Parties	Nature of transactions	Existing Mandate		Estimated value of the RRPT for the Proposed Renewal of Shareholders' Mandate from 22 June 2026 (date of 6 <sup>1st</sup> AGM) to the next AGM (RM)
					Estimated value of the RRPT as disclosed in the preceding year's Circular to Shareholders dated 28 April 2025 (RM)	Actual Value transacted from the date of the last AGM on 17 June 2025 to LPD (27 March 2026) (RM)	
4.	KLLT	PMINT <sup>(1)</sup>	<ul style="list-style-type: none"> <li>TISB who is a major shareholder of TDM and is deemed interest in the Proposals by virtue of TDM undertaking the Proposals with PMINT, being a person connected to TISB.</li> <li>Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun is the Non-Independent Non-Executive Director of TDM and a President &amp; Group Chief Executive Officer of TISB.</li> </ul>	Lease/rental of land PN 3380, Lot 2523	4,000.00 <sup>(2)</sup>	4,000.00	4,000.00 <sup>(2)</sup>
<b>TOTAL</b>					<b>4,903,000.00</b>	<b>4,903,000.00</b>	<b>4,903,000.00</b>

Notes:

- (1) *PMINT is a Terengganu government-owned corporation and was established on 1 April 1965 under the State Government Enactment (Bil.3/1965). PMINT was established as the main state agency to implement and to accelerate socio-economic growth in the state of Terengganu. As at LPD, the directors of PMINT are as follows:*

<i>No</i>	<i>Name</i>	<i>Designation</i>
1.	YAB Dato' Seri Ir Dr Ahmad Samsuri bin Mokhtar	Chairman
2.	YB Dato' Haji Mohd Azmi bin Mohamad Daham	Deputy Chairman
3.	YB Dato' Tun Ahmad Faisal bin Tun Abdul Razak	Director
4.	YB Dato' Haji Wan Sukairi bin Wan Abdullah	Director
5.	YB Dato' Haji Hanafiah bin Mat	Director
6.	YBhg Dato' Haji Abdul Kahar bin Abdul Latif	Director
7.	YBrs Dr Azlina binti Ariffin	Director
8.	YBrs Puan Norliza binti Yusoff	Director
9.	Haji Saiffuddin bin Othman	Director

- (2) *The estimated value is based on the Lease Renewal Agreement and Lease Formalisation Agreements dated 7 February 2018 based on 12 months from 22 June 2026 until the next AGM. The estimated value is subject to changes if the actual AGM is held earlier or later than the expected date of the next AGM.*
- (3) *The Lease period of the Subject Properties exceeds three (3) years and the payment of annual rent is payable on the last day of the quarterly period of each financial year and not on a lump sum basis.*

3.6.2 The summary of term period for the lease of the Subject Properties shall be as follows:-

No.	Land	Lease Period
1	Kemaman Lands	139 years
2	Setiu Lands	198 years
3	Hulu Terengganu Lands	30 years & 40 years
4	PN 3380, Lot 2523	57 years

The total annual rent of approximately RM4.9 million is payable on the last day of the quarterly period of each financial year of KLLT during the lease period ("Rental").

- 3.6.3 Save as disclosed in the above, the actual value of the above transactions that were transacted from the date on which the existing mandate was obtained at the last AGM of the Company, i.e. 17 June 2025, up to LPD did not exceed the estimated value by 10% or more.

#### 4. REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS

TDM Group has established various procedures to ensure that such RRPT undertaken on an arm's length basis and on the Group's normal commercial terms and consistent with the Group's usual business practices and policies and on the transaction price and terms not more favourable to the Related Parties than those generally available to the public and will not be detrimental to the minority shareholders. There are no specific thresholds for approval of RRPT within the Group. All RRPT will be reviewed by the Audit Committee and approved by the Board.

Therefore, disclosure and approval procedures with regard to RRPT are as follows:

- a) a list of the Related Parties will be established and circulated to the heads of each finance division within the Group, who shall monitor and ensure that all RRPT to be entered into by the Group are reported and forwarded to the Audit Committee, who then ensures that the RRPT are to be undertaken on an arm's length basis, on the Group's normal commercial terms, on terms which are not more favourable to the Related Parties other than those generally available to the public and which are not to be detrimental to the minority shareholders. These include transacting at prevailing market rates/prices of the service provider's usual commercial terms or otherwise in accordance with the applicable industry norm. Transactions refer to both sales and purchases of services of the Group;
- b) the Group is made to aware of the requirements to monitor, and shall put in place proper processes or systems to record and report on all RRPT for compilation and reporting to the Audit Committee;
- c) proper records are maintained at the Company and each of its subsidiaries to capture all RRPT so that all RRPT entered pursuant to the mandate will be adequately discussed;
- d) all RRPT will be reviewed by the Audit Committee on an annual basis. In its review of such transactions, the Audit Committee may, as it deems fit, request for additional information from independent source;
- e) the internal audit plan shall incorporate a review of Related Party Transactions to ensure that all the relevant approvals for the RRPT have been obtained;
- f) the Audit Committee shall review, on an annual basis, the internal audit reports pertaining to the RRPT to ascertain that the approved procedures and guidelines to monitor the RRPT have been complied with;
- g) the Board and Audit Committee shall have overall responsibility for determination of the review procedures and guidelines including addition of new review procedures, where applicable. An annual review of the RRPT procedures and guidelines will be carried out by the Audit Committee.

If during the annual review, the Audit Committee is of the view that the RRPT procedures and guidelines are no longer valid or inadequate to ensure that the RRPT are made on an arm's length basis on the Group's normal commercial terms, on terms not more favourable to the Related Parties than those generally available to the public and not to the detrimental of our minority shareholders, the Audit Committee shall have the discretion to discharge, vary, modify the existing procedures and guidelines or implement new or additional procedures and guidelines, without management's prior approval, provided that such amended, varied, modified, new or additional procedures and guidelines are no less stringent than the existing ones.

#### **4. REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS (CONT'D.)**

- h) at least two other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as a comparison to determine whether the price and terms offered to/by the Related Parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities;
- i) in the event that quotation or comparative pricing from unrelated third parties cannot be obtained, the pricing of any RRPT entered into will be determined based on usual business practices and policies of the Group to ensure that the RRPT are not detrimental to the Group;
- j) in accordance with the Listing Requirements, disclosure in relation to a breakdown of the aggregate value of the RRPT entered into during the financial year based on amongst others, the following information:
  - i. the type of the RRPT; and
  - ii. the names of the Related Parties involved in each type of RRPT made and their relationship with the Company;

will be made in the Company's Integrated Annual Report for the financial year during which the shareholders' mandate are in force;

- k) where any Director or Audit Committee has an interest (directly or indirectly) in any RRPT, he/she must declare his/her interest in the RRPT and abstain from participation in the decision making of the Board or Audit Committee on the said RRPT;
- l) pursuant to Paragraph 10.09 of the Listing Requirements, in a meeting to obtain the Proposed Renewal of Shareholders' Mandate, the interested Director, Major Shareholders or Persons Connected with them must not vote on the resolution in respect of the RRPT; and where it involves the interest of an interested person connected with a Director or Major Shareholders, such Director or Major Shareholders must not vote on the resolution approving the transactions. An interested Director or interested Major Shareholder must ensure that persons connected with them will abstain from voting on the resolution approving the transactions; and
- m) interested Director shall also abstain from deliberating at Board meetings in respect of the RRPT in which they or Persons Connected with them are interested.

#### **5. AMOUNT DUE AND OWING TO TDM GROUP BY RELATED PARTIES**

As at the LPD, there is no amount due and owing to TDM Group by its Related Parties.

## **6. STATEMENT BY THE AUDIT COMMITTEE**

The Audit Committee has reviewed the procedures of the Proposed Renewal of Shareholders' Mandate set out in Section 4 of this Circular and is of the view that the procedures are sufficient to ensure that the RRPT are made on an arms' length basis on the Group's normal commercial terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The Audit Committee is of the further view that TDM Group has in place adequate procedures and processes to monitor, track and identify the RRPT in a timely and orderly manner. The Audit Committee shall review these procedures and processes on a yearly basis or whenever the need arises.

## **7. DISCLOSURE**

Disclosure will be made in the Company's Integrated Annual Report of the breakdown of the aggregate value of transactions conducted, types of transactions made, names of the related parties involved and their relationship with the Company pursuant to the Proposed Shareholders' mandate during the financial year in accordance with Paragraph 10.09(2) and Practice Note 12 of the Listing Requirements.

## **8. RATIONALE OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE**

The Related Party Transactions envisaged in the Proposed Renewal of Shareholders' Mandate are in the ordinary course of business and necessary for the day-to-day operations of TDM Group and recurring in nature. The Proposed Renewal of Shareholders' Mandate will eliminate the need to convene separate general meetings on each occasion to seek shareholders' prior approval for entry by TDM Group into such transactions.

This will substantially reduce the expenses associated with the convening of general meetings on an ad-hoc basis, improve administration efficiency and allow manpower resources and time to be channeled towards attaining other corporate objectives.

The Proposed Renewal of Shareholders' Mandate is intended to facilitate transactions entered into the ordinary course of business of TDM Group which are transacted from time to time with Related Parties at arm's length, on TDM Group's normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders of the Company.

## **9. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE**

### **Share capital**

The Proposed Renewal of Shareholders' Mandate will not have any effect on the share capital of TDM as it does not involve any new issuance of TDM Shares.

### **Net assets ("NA"), NA per share and gearing**

The Proposed Renewal of Shareholders' Mandate will not have any effect on the NA, NA per share and gearing of TDM Group.

## 9. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

### Earnings and earnings per share ("EPS")

The Proposed Renewal of Shareholders' Mandate will not have material effect on the earnings and EPS of TDM as no change in the rental amount to be paid for the Subject Properties.

Notwithstanding, the earnings and EPS of TDM for the financial year ending 31 December 2026 will be dependent on the price of crude palm oil and other factors affecting revenue which will eventually determine the profitability of the Company.

### Substantial shareholders' shareholdings

The Proposed Renewal of Shareholders' Mandate will not have any effect on the substantial shareholders' shareholdings in TDM as it does not involve any new issuance of TDM Shares.

## 10. APPROVAL REQUIRED

The Proposed Renewal of Shareholders' Mandate is subject to the shareholders' approval being obtained at the forthcoming AGM to be convened.

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

TISB who is a major shareholder of TDM, is deemed to be interested in the Proposals by virtue of TDM undertaking the Proposals with PMINT, being a person connected to TISB.

TISB's direct and indirect shareholding in TDM as at the LPD is set out below:

No. of TDM shares			
Direct	%	Indirect	%
1,028,077,553	59.672	-	-

Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun, Director of TDM ("Interested Director") who is Director of TISB, is deemed interested in the Proposed Renewal of Shareholders' Mandate.

He has abstained and will continue to abstain from deliberating and voting on the Proposed Renewal of Shareholders' Mandate at the relevant Board meetings, nor will he make recommendations on the Proposed Renewal of Shareholders' Mandate at the AGM to be convened. The interested Director has undertaken to ensure that the Persons Connected to him will abstain from voting in respect of their direct and indirect shareholdings on the resolution pertaining to the Proposed Renewal of Shareholders' Mandate at the AGM to be convened.

Save as disclosed, none of the directors, major shareholders of TDM and/or persons connected to them have any interest, direct and/or indirect, in the Proposed Renewal of Shareholders' Mandate.

The Board is not aware of any Persons Connected to the Directors or Major Shareholders has any interest, direct or indirect in the Proposed Renewal of Shareholders' Mandate.

## 12. STATEMENT BY DIRECTORS

The Board (save for the Interested Director), having taken into consideration all aspects of the Proposed Renewal of Shareholders' Mandate including but not limited to the rationale and effects of the Proposed Renewal of Shareholders' Mandate, and after careful deliberation, is of the opinion that the Proposed Renewal of Shareholders' Mandate is in the best interest of TDM. Accordingly, the Board with the exception of the Interested Director who has abstained from expressing any recommendations in relation to the Proposed Renewal of Shareholders' Mandate, recommend that shareholders vote in favour of the resolution pertaining to the Proposed Renewal of Shareholders' Mandate to be tabled at the forthcoming AGM.

## 13. AGM

The resolution pertaining to the above proposal is set out in the Notice of the Sixty First (61<sup>st</sup>) Annual General Meeting ("AGM") of TDM Berhad ("TDM" or "the Company"). The Notice convening the 61<sup>st</sup> AGM of TDM, which is scheduled to be held at **The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu on Monday, 22 June 2026 at 11.00 a.m.**, or at any adjournment thereof, together with the Proxy Form are set out in the Integrated Annual Report 2025 of the Company.

A member who is entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on his/her behalf. If you decide to appoint a proxy(ies) to attend and vote on your behalf at the AGM, the Form of Proxy should be completed and deposited at the office of the Share Registrar of the Company, Tricor Investor & Issuing House Services Sdn. Bhd., at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No.8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan or alternatively, Drop-in Box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan **not less than 48 hours before the time for holding the AGM**. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the AGM should you subsequently decide to do so.

## 14. FURTHER INFORMATION

Shareholders are advised to refer to the attached Appendix 1 of this Circular for further information.

Yours faithfully,  
For and on behalf of the Board of Directors of  
**TDM BERHAD**

**HAJI AZLAN BIN MD ALIFIAH**  
Independent Non-Executive Director

## 1. RESPONSIBILITY STATEMENT

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

## 2. MATERIAL LITIGATIONS

As at the LPD, save for the following material litigations, neither the Company nor any of its subsidiaries are engaged in any material litigation, claims, or arbitration, either as plaintiff or defendant, and the Board is not aware of any proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which may materially and adversely affect the financial position or business operations of the Group:-

### 2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”)

On 27 December 2021, PT RKA received lawsuit claims from the Ministry of Environment and Forestry of Indonesia for the alleged violation against the laws and regulations related to fire incident occurred in PT RKA’s plantation in year 2019. The total claims filed by the Ministry of Environment and Forestry is Indonesia Rupiah (“Rp”) 1,001,844,350,959 (approximately RM293,669,525), as follows:

- Total damages claimed amounting to Rp270,807,710,959 (approximately RM79,381,562) relating to compensation cost for environment impact verification, loss of ecology and loss of economy; and
- Total compensation claimed amounting to Rp731,036,640,000 (approximately RM214,287,963) relating to costs of make good, reactivate the affected ecology system, repair and redevelop hydrology system, revegetation and monitoring.

During the first hearing of the case at District Court of Sintang on 10 January 2022, the parties have agreed to refer this legal case under mediation process for amicable settlement. However, the mediation which was held on 17 January 2022, could not reach any settlement between the parties. Both parties have agreed to put this legal case into full trial.

During the hearing held on 31 January 2022, the Court had directed as follows:

- i. PT RKA to file its statement of defence and counter claim on 14 February 2022;
- ii. PT RKA to file reply to defence and counter claim on 21 February 2022; and
- iii. PT RKA to file its reply to the Plaintiff’s reply to defence and counter claim on 1 March 2022.

The District Court of Sintang had on 8 August 2022 delivered its decision on the case as follows:

The Court rejected the PT RKA’s claims on the followings:

- (a) For PT RKA to stop all its activities on the affected land area until the full and final disposal of the case; and
- (b) For PT RKA to pay compensation of Rp50,000 for every affected oil palm tree.



## 2. MATERIAL LITIGATIONS (CONT'D.)

### 2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”) (cont'd.)

- i. PT RKA is responsible on the loss due to the fire incident based on the ‘strict liability’ principle.
- ii. PT RKA is to pay a compensation of Rp270,807,710,959 (approximately RM81,242,313) for the environmental loss to the National Account of Indonesia as per the claim by the Plaintiff.
- iii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp646,216,640,000 (approximately RM193,864,992) as per the claim by the Plaintiff.

The Court has also fixed tentative hearing dates as follows:

- i. 7 March 2022 (adjourned);
- ii. 24 March 2022 (adjourned);
- iii. 31 March 2022 (adjourned);
- iv. 14 April 2022 for Plaintiff to produce documentary evidence;
- v. 25 April 2022 for parties to produce any additional documentary evidence;
- vi. 9 May 2022 for the examination of the Plaintiff’s witnesses;
- vii. 23 May 2022 for the examination of the Plaintiff’s witnesses;
- viii. 11 July 2022 for the parties to file its submission of the case;
- ix. 25 July 2022 for the decision of the case; and
- x. 8 August 2022 for the decision of the case.

PT RKA then appealed against the decision of the District Court of Sintang to High Court of Pontianak. The High Court of Pontianak had on 27 October 2022 decided as follows:

- i. PT RKA is responsible on the loss due to the fire incident based on the ‘strict liability’ principle.
- ii. PT RKA is to pay a compensation of Rp188,977,440,000 (approximately RM53,504,371) for the environmental loss to the National Account of Indonesia as per the claim.
- iii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp731,036,640,000 (Approximately RM206,975,266).

On 18 November 2022, PT RKA has filed an appeal against the above decision of the High Court of Pontianak to the Supreme Court of Indonesia in Jakarta.

On 2 November 2023, PT RKA was officially served with the decision of the Supreme Court that the Court rejected the appeal and upheld the decision of Pengadilan Tinggi Pontianak as follows:

- i. PT RKA is to pay a compensation of Rp188,977,440,000 (approximately RM56,677,646) for the environmental loss to the National Account of Indonesia as per the claim by the Respondent; and
- ii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp731,036,640,000 (approximately RM219,250,698).

## **2. MATERIAL LITIGATIONS (CONT'D.)**

### **2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”) (cont'd.)**

Subsequently, PT RKA had on 12 June 2024 filed a judicial review against the above decision. Through a series of negotiations, PT RKA had on 8 July 2025 signed a Kesepakatan Bersama with the KLH to voluntarily execute the decision of the Supreme Court of Indonesia and pay a cash penalty of Rp188,977,440,000 (approximately RM48,066,000) by 30 September 2025 and submitting a 3-year blueprint within 90 days to KLH on plans to rehabilitate 2,560 ha of land affected by the fire incident. Upon payment of the cash penalty, KLH will authorise the relevant authority to have PT RKA’s Sistem Administrasi Badan Hukum (“SABH”) reactivated accordingly.

On 29 September 2025, PT RKA paid the cash penalty of Rp188,977,440,000 to the Government of Indonesia through its Kementerian Keuangan and PT RKA’s SABH has been reactivated accordingly. PT RKA is currently working with the consultant for the rehabilitation program.

### **2.2 Tax dispute under PT RKA**

In current financial year, PT RKA received the tax assessment letter dated 3 January 2025 from Director General of Taxes (“DGT”) in relation for corporate tax assessment for fiscal year 2021. The tax assessment increase the taxable amount of PT RKA by Rp216,343,928,745 (approximately RM56,167,000) which can be offset against the outstanding carry forward fiscal losses amounted to Rp302,969,196,638 (approximately RM78,657,000).

On 20 February 2025, PT RKA has filed an objection to the DGT. On 24 December 2025, PT RKA received the decision on the objection from DGT that the taxable amount was revised to Rp212,637,468,615 (approximately RM55,205,000).

PT RKA has filed an Appealed Letter to the Tax Court. However, PT RKA has yet to receive the final decision from the Tax Court as at the reporting date.

Based on the legal opinion, lawyer is of the view that there is a misapplication of tax law and regulation by the DGT that would result in incorrect position of taxable amount of PT RKA and there is medium to high probability of winning the case. Hence, in the event that PT RKA subject to additional taxable amount, there is sufficient unabsorbed business losses to offset against the additional taxable amount.

## **3. MATERIAL CONTRACTS**

Save as disclosed below, there are no material contracts (not being contracts entered into in the ordinary course of business), that have been entered into by the Group within the past two (2) years immediately preceding the LPD of this Circular:-

### **3.1 Proposed to build and lease the land owned by Bertam Specialist Hospital Sdn. Bhd. through development of a specialist hospital building for KMI Bertam Medical Centre Sdn. Bhd. (“KMI Bertam”), a subsidiary of Kumpulan Medic Iman Sdn. Bhd. (“KMI”)**

On 10 March 2025, KMI Bertam, a wholly owned subsidiary of KMI, entered into an Agreement to Build and Lease (“ATBL”) with Bertam Specialist Hospital Sdn. Bhd. (“BSHSB”) for the purpose of building and leasing the land owned by BSHSB through development of a specialist hospital building (“Specialist Hospital Building”) for KMI Bertam.

### **3. MATERIAL CONTRACTS (CONT'D.)**

#### **3.1 Proposed to build and lease the land owned by Bertam Specialist Hospital Sdn. Bhd. through development of a specialist hospital building for KMI Bertam Medical Centre Sdn. Bhd. ("KMI Bertam"), a subsidiary of Kumpulan Medic Iman Sdn. Bhd. ("KMI") (cont'd.)**

The Gross Development Cost ("GDC") of the proposed Project is RM146,000,000 subject to adjustments and variations in accordance with ATBL.

With reference to the agreement, the vendor required to fulfill all the Conditions Precedents ("CPs") within six (6) months from the date of the ATBL subject to an automatic extension for a further period of six (6) months from the expiry of the CP Period or such extended period as mutually agreed by the Parties.

On 2 October 2025, the ATBL has become unconditional upon the fulfilment of all CPs by both KMI Bertam and BSHSB had completed fulfilled all the CPs.

#### **3.2 Execution of Land Lease Agreement for The Development of Two (2) Large-scale Solar Photovoltaic Plants ("LSS5+ Projects") between TDM-YT Plantation Sdn. Bhd. ("TDM-YT") and JAKS CPECC Solar One Sdn. Bhd. ("JAKS 1") and JAKS CPECC Solar Two Sdn. Bhd. ("JAKS 2")**

On 27 February 2025, TDM had announced that its subsidiary company, TDM-YT had on 26 February 2025, entered into an Addendum to the Memorandum of Understanding ("Addendum") with JAKS Solar Power Holdings Sdn. Bhd. ("JSPH"). The Addendum dated 24 July 2024 was intended for the proposed lease of the Mukim Merang Land for the purpose of the LSS5 project which JSPH would undertake with consortium partner, China Power Engineering Consulting Group International Engineering Co. Ltd (herein referred to as "JAKS SOLAR-CPECC Consortium").

On 28 November 2025, TDM has announced that its subsidiary, TDM-YT had executed a Land Leased Agreement with JAKS 1 and JAKS 2 for the development of two (2) Large-Scale Solar Photovoltaic Plants for the lease term of twenty-three (23) years and six (6) months, commencing from the effective date, in accordance with the terms of the agreement.

The condition precedents ("CPs") of the Land Lease Agreement is to obtain the Letter of Consent, Special Permit Approval, and Kebenaran Merancang for the LSS5+ Project. As of the date of this report, the CPs has yet to be fulfilled.

### **4. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be made available for inspection at the registered office of the Company at Wisma TDM, 443D, Jalan Kamaruddin, 20400 Kuala Terengganu, Terengganu Darul Iman, during normal business hours from Sunday to Thursday (excluding public holidays) from the date of this Circular up to the date of the AGM:-

- i) The Constitution.
- ii) The audited consolidated financial statements for the past two (2) financial years ended 31 December 2025 and 2024.

**PART B**

**CIRCULAR TO SHAREHOLDERS IN RELATION TO PROPOSED  
RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT  
RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING  
NATURE**

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## DEFINITIONS

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For the purposes of this Circular, except where the context otherwise requires, the following definition shall apply:

Act	:	Companies Act 2016, as amended from time to time including any re-enactment thereof.
AGM	:	Annual General Meeting.
Board	:	Board of Directors of TDM.
Bursa Depository	:	Bursa Malaysia Depository Sdn. Bhd. [Registration No. 198701006854 (165570-W)]
Bursa Securities	:	Bursa Malaysia Securities Berhad [Registration No. 200301033577 (635998-W)]
Circular	:	This Part B of the Circular to shareholders dated 28 April 2026 in relation to the Proposed Renewal of Shareholders' Mandate.
CMSA	:	Capital Market and Services Act 2007, as amended from time to time including any re-enactment thereof.
Director	:	Director has the meaning given in Section 2 of the Act and Section 2(1) of the CMSA and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon:-  i) a director of the listed corporation, its subsidiary or holding company; or ii) a chief executive of the listed corporation, its subsidiary or holding company.
FYE	:	Financial year ended/ending.
TDMP	:	TDM Plantation Sdn. Bhd. [Registration No. 198301015286 (110679-W)], a 100% wholly-owned subsidiary of TDM.
Listing Requirements	:	Bursa Securities Main Market Listing Requirements, including any amendments thereto that may be made from time to time.
LPD	:	27 March 2026, being the latest practicable date prior to the printing of this Circular.
Major Shareholder	:	Any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed corporation as defined under Rule 1.01 or any other corporation which is its subsidiary or holding company.
Market Day	:	A day on which Bursa Securities is open for trading in securities.

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## DEFINITIONS (CONT'D.)

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- Person(s) connected : In relation to a Director or Major Shareholder, means such person who falls under any one (1) of the following categories:-
- (i) a family member of the Director or Major Shareholder (for the purpose of this definition, “family” means and includes spouse, parent, child including an adopted child and stepchild, brother or sister, spouse of child including an adopted child and step-child, and spouse of brother or sister);
  - (ii) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Director, Major Shareholder or their family member, is the sole beneficiary;
  - (iii) a partner of the Director or Major Shareholder, or a partner of a person connected with that Director or Major Shareholder;
  - (iv) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;
  - (v) a person, or where the person is a body corporate, the body corporate or its directors whose directions, in accordance with whose directions, instructions or wishes the Director or Major Shareholder is accustomed or is under an obligation, whether formal or informal, to act;
  - (vi) a body corporate in which the Director, Major Shareholder or persons connected with them are entitled to exercise or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or
  - (vii) a body corporate which is a related corporation (for the purpose of this definition, “related corporation” means a corporation which is the holding company of another corporation; a subsidiary of another corporation; or a subsidiary of the holding company of another corporation) of the Director or Major Shareholder.
- ECF : East Coast Fertilizer Sdn. Bhd. (“ECF”) is a company incorporated in Malaysia which is a subsidiary of MBI Modal Sdn. Bhd. which in turn is a wholly owned subsidiary of Menteri Besar, Terengganu (Incorporated) (“MBI”). MBI is the shareholder of Terengganu Incorporated Sdn. Bhd. (“TI”), the substantial shareholder of TDM. ECF is also an associate company of TDM, whereby TDM holds 30% of shareholdings’ interest in ECF.
- Recurrent Related Party Transaction(s) or “RRPT” : Recurrent Related Party Transaction(s) of a revenue or trading nature, which are recurrent and which is necessary for day-to-day operations and are in the ordinary course of business of the Group.
- Proposed renewal of Shareholders’ mandate : Proposed renewal of existing shareholder mandate for RRPT of a revenue or trading nature.

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**DEFINITIONS (CONT'D.)**

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Related Party(ies)	:	Director(s), Major Shareholder(s) and/or Person(s) Connected with such Director(s) and/or Major Shareholder(s).
Related Party Transaction(s)	:	Transaction(s) entered into by TDM Group which involve(s) the interest, direct or indirect, of the Related Party(ies).
RM and sen	:	Ringgit Malaysia and sen respectively.
TDM or the Company	:	TDM Berhad [Registration No. 196501000477 (6265-P)].
TDM Group or Group	:	TDM and its subsidiary companies, collectively.
TDM Share(s) or Share(s)	:	Ordinary share(s) in the Company.
TISB	:	Terengganu Incorporated Sdn. Bhd. [Registration No. 200601005493 (725242-P)]

Words incorporating the singular shall, where applicable, include the plural and vice versa and words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include a corporation, unless otherwise specified.

Any references to “the Company” and “TDM” in this Circular are made to TDM, and all references to “the Group” and “TDM Group” are made to the Company and its subsidiary companies. All references to “we”, “us” and “our” are made to the Company, save and where the context otherwise requires, shall include its subsidiaries.

All references to “you” in this Circular are to the shareholders of TDM.

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

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

**LETTER TO THE SHAREHOLDERS IN RELATION TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATES FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE CONTAINING:**

NO.	ITEMS	PAGE
1.	INTRODUCTION	1 - 2
2.	BACKGROUND	3
3.	DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	3 - 8
4.	REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS	8 - 10
5.	AMOUNT DUE AND OWING TO TDM GROUP BY RELATED PARTIES	10
6.	STATEMENT BY THE AUDIT COMMITTEE	11
7.	DISCLOSURE	11
8.	RATIONALE OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	11
9.	EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE	11 - 12
10.	APPROVAL REQUIRED	12
11.	INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED WITH THEM	12
12.	STATEMENT BY DIRECTORS	13
13.	AGM	13
14.	FURTHER INFORMATION	13
15.	APPENDIX 1	14 - 17





[Registration No. 196501000477 (6265-P)]  
(Incorporated in Malaysia)

**Registered Office:**  
Wisma TDM  
443D, Jalan Kamaruddin  
20400 Kuala Terengganu  
Terengganu Darul Iman

28 April 2026

## Board of Directors

1. YBM Tengku Seri Bijaya Raja (Dato' Seri Tengku Farok Hussin bin Tengku Abdul Jalil)  
(Chairman, Non-Independent Non-Executive Director)
2. Dato' Haji Burhanuddin Hilmi bin Mohamed @ Harun (Non-Independent Non-Executive Director)
3. Haji Azlan bin Md Alifiah (Independent Non-Executive Director)
4. Dr Norhasiza binti Mat Jusoh (Independent Non-Executive Director)
5. Dato' Roslee bin Chik (Independent Non-Executive Director)
6. YB Haji Bakri bin Jamaluddin (Independent Non-Executive Director)

To: **Our Shareholders**

Dear Sir/Madam,

**TDM BERHAD**

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

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### 1. INTRODUCTION

At the Company's AGM held on 17 June 2025, the Company had obtained a new shareholders' mandate for Recurrent Related Party Transactions ("RRPT") of a revenue or trading nature ("Existing Mandate") which are necessary for the day-to-day operations of TDM Group, with certain classes of related parties.

The Existing Mandate, shall in accordance with the Listing Requirements, expire at the conclusion of the forthcoming AGM of the Company, scheduled for 22 June 2026, unless it is renewed at the said AGM.

On 28 April 2026, the Board announced that TDM is proposing to seek your approval for the renewal of the Proposed Shareholders' Mandate.

The purpose of this Circular is to provide you with the relevant information on the Proposed Renewal of Shareholders' Mandate as well as to seek your approval for the ordinary resolution pertaining to the Proposed Renewal of Shareholders' Mandate to be tabled at the forthcoming AGM.

The Sixty First (61<sup>st</sup>) AGM of the Company is scheduled to be held at **The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu on Monday, 22 June 2026 at 11.00 a.m.**, or at any adjournment thereof, together with the Proxy Form are set out in the Integrated Annual Report 2025 of the Company.

**YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE TO BE TABLED AT THE COMPANY'S FORTHCOMING SIXTY FIRST (61<sup>st</sup>) AGM.**

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## 2. BACKGROUND

TDMP had estimated to purchase from ECF for the period from 22 June 2026 until the next AGM is as follows:

Basis of purchase	10,000 mt of fertiliser CRF 2 (10:5:20:3+5% Micro) from ECF as part of FYE 2026 and FYE 2027 Group's fertiliser programme.
Consideration	Total purchase of fertiliser CRF 2 (10:5:20:3+5% Micro) with a total estimated contract value of RM18,000,000.00 or RM1,800 per mt plus 10%, which give a final amount of RM19,800,000.00.

## 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

### 3.1 Provisions under the Listing Requirements

Paragraph 10.09(2) of the Listing Requirements provides that with regard to related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for the day-to-day operations of a listed issuer or its subsidiaries, the listed issuer may seek a shareholders' mandate in respect of such transactions subject to the following:

- (i) the transactions are in the ordinary course of business and are on the terms not more favourable to the related party than those generally available to the public;
- (ii) the shareholder mandate is subject to annual renewal and disclosure is made in the Integrated Annual Report of the aggregate value of transactions conducted pursuant to the shareholder mandate during the financial year where the aggregate value is equal to or more than the below threshold in relation to a listed issuer with a share capital of RM60 million and above:-
  - (a) the consideration, value of the assets, capital outlay or costs of the RRPT is RM1.0 million or more; or
  - (b) the percentage ratio of such RRPT is 1% or more,whichever is higher;
- (iii) the issuance of a circular to shareholders by the listed issuer, which includes the information as may be prescribed by Bursa Securities, together with a checklist showing compliance with such information when submitting the circular to Bursa Securities;
- (iv) in a meeting to obtain shareholders' mandate, the interested Director, interested Major Shareholder or interested Person Connected to a Director or Major Shareholder and where the interest of an interested Person Connected to a Director or Major Shareholder is involved, such Director or Major Shareholder, must not vote on the resolution approving the transactions and an interested Director or interested Major Shareholder must ensure that Persons Connected with him abstain from voting on the resolution approving the transactions; and

### **3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)**

#### **3.1 Provisions under the Listing Requirements (cont'd.)**

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

Where the Company has procured its shareholders' mandate pursuant to the Listing Requirement, the provisions of Rule 10.08, Part E of Chapter 10 of the Listing Requirements shall not apply during the period of validity of the shareholders' mandate.

Accordingly, the Board proposes to seek your approval for the Proposed Renewal of Shareholders' Mandate. The Proposed Shareholder Mandate will allow TDM Group, in the ordinary course of business, to enter into the RRPT referred to in Section 3.6 with the Related Party, provided that such transactions are made at arms' length, on the Group's normal commercial terms and on terms not more favourable to the Related Party than those generally available to the public and are not to the detriment of the minority shareholders of TDM.

#### **3.2 Validity of the Proposed Shareholders' Mandate**

The authority to be conferred pursuant to the Proposed Shareholders' Mandate, if approved by the shareholders, shall take effect from the passing of the ordinary resolution proposed at the forthcoming Sixty First (61<sup>st</sup>) AGM and shall continue to be in force until:-

- (a) the conclusion of the next AGM of the Company following the AGM at which such Proposed Shareholders' Mandate was passed, at which time it will lapse, unless by a resolution past at the meeting, the authority is renewed;
- (b) the expiration of the period within which the next AGM of the Company after the date it is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (c) revoked or varied by resolution passed by the shareholders in general meeting,

whichever is earlier.

#### **3.3 Disclosure in Integrated Annual Report**

Disclosure will be made in the Integrated Annual Report of the Company of the aggregate value of the RRPT based on the type of transactions, the names of the Related Parties and their relationship with the Company pursuant to the Proposed Shareholders' Mandate in the Integrated Annual Report of the Company in the subsequent year during which the Proposed Shareholders' Mandate is in force.

#### **3.4 Classes of Related Parties**

The Proposed Shareholders' Mandate will apply to the following classes of Related Parties:

- (a) Directors;
- (b) Major Shareholders; and
- (c) Persons Connected with the Directors and/or Major Shareholders.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.5 Principal activities of TDM Group

The Company is principally engaged in investment holding activities and the provision of management services and cultivation of oil palms.

The particulars of the subsidiaries of TDM and their principal activities are as follows:

Subsidiaries	Country of Incorporation	% held	Principal activities
TDM Plantation Sdn. Bhd.	Malaysia	100	Management of oil palm plantation, processing and trading of palm oil and related products.
Kumpulan Ladang-Ladang Trengganu Sdn. Bhd.	Malaysia	100	Cultivation of oil palms, trading of palm oil and other related products.
TDM Trading Sdn. Bhd.	Malaysia	100	Trading of agricultural and crude palm oil and other related products.
TDM Capital Sdn. Bhd.	Malaysia	100	Cultivation of oil palms and other related products.
TDM-YT Plantation Sdn. Bhd.	Malaysia	70	Cultivation of oil palms, trading of palm oil and other related products.
TDM Agrobiz Sdn. Bhd.	Malaysia	100	Manage and market all agro commodity business.
Kumpulan Medic Iman Sdn. Bhd.	Malaysia	99.28	Investment holding and provision of consultancy and management services to specialist medical centres.
PT Rafi Kamajaya Abadi	Indonesia	100	Cultivation of oil palms, trading of palm oil and other related products.
PT Sawit Rezki Abadi	Indonesia	100	Cultivation of oil palms, trading of palm oil and other related products.
Kumpulan Mediiman Sdn. Bhd.	Malaysia	95.02	Investment holding and the provision of consultancy and management services to specialist medical centres.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.5 Principal activities of TDM Group (cont'd.)

Subsidiaries	Country of Incorporation	% held	Principal activities
TD Gabongan Sdn. Bhd.	Malaysia	100	Property development.
Kemaman Capital Sdn. Bhd.	Malaysia	100	Investment holding.
<b>Held by Kumpulan Medic Iman Sdn. Bhd.</b>			
Kuantan Medical Centre Sdn. Bhd.	Malaysia	92.33	Specialist medical centre.
Kelana Jaya Medical Centre Sdn. Bhd.	Malaysia	99.54	Specialist medical centre.
Kuala Terengganu Specialist Hospital Sdn. Bhd.	Malaysia	100	Specialist medical centre.
TDMC Hospital Sdn. Bhd.	Malaysia	100	Specialist medical centre.
KMI Tawau Medical Centre Sdn. Bhd.	Malaysia	100	Specialist medical centre.
KMI Chukai Medical Centre Sdn. Bhd.	Malaysia	100	Medical centre.
KMI Ambulatory Care Centre Sdn. Bhd.	Malaysia	100	Ambulatory care centre.
KMI Tunjong Medical Centre Sdn. Bhd.	Malaysia	100	Private hospital.
KMI Assets Sdn. Bhd.	Malaysia	100	Facility management and maintenance, assets management and real estates.
KMI Bertam Medical Centre Sdn. Bhd.	Malaysia	100	Private hospital.

Associate Company:

East Coast Fertilizer Sdn. Bhd.	Malaysia	30	Manufacturers, importers, exporters, wholesalers, retailers and dealers in all types of Agri-inputs.
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It is envisaged that, in the normal course of the Group's businesses, transactions of a revenue or trading nature between the companies in TDM Group and the Related Parties are necessary for its day-to-day operations. The details of the RRPT under the Proposed Renewal Shareholders' Mandate are set out in Section 3.6 of this Circular.

### 3. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)

#### 3.6 Nature of the RRPT and Class of Related Party

3.6.1 The class and nature of the RRPT of the Group are as follows:

No.	Transacting party within the Group	Transacting Related Parties	Interested Related Parties	Nature of transactions	Existing Mandate		Estimated value of the RRPT for the Proposed Renewal of Shareholders' Mandate from 22 June 2026 (date of 6 <sup>1st</sup> AGM) to the next AGM (RM)
					Estimated value of the RRPT as disclosed in the preceding year's Circular to Shareholders dated 28 April 2025 (RM)	Actual Value transacted from the date of the last AGM on 17 June 2025 to LPD (27 March 2026) (RM)	
1.	TDMP	ECF <sup>(1)</sup>	<ul style="list-style-type: none"> <li>ECF is a subsidiary of MBI Modal Sdn. Bhd. ("MMSB"). The ultimate holding corporation is MBI.</li> <li>YBM Tengku Seri Bijaya Raja (Dato' Seri Tengku Farok Hussin bin Tengku Abdul Jalil) is the Chairman, Non-Independent Non-Executive Director of TDM and Director of MMSB.</li> </ul>	Purchase of fertilisers	19,800,000.00	7,072,300.00	19,800,000.00 <sup>(2)</sup>
<b>TOTAL</b>					<b>19,800,000.00</b>	<b>7,072,300.00</b>	<b>19,800,000.00</b>

**Notes:**

- (1) East Coast Fertilizer Sdn. Bhd. is a company incorporated in Malaysia which is a subsidiary of MBI Modal Sdn Bhd which in turn is a wholly owned subsidiary of Menteri Besar, Terengganu (Incorporated) (“MBI”). MBI is the shareholder of Terengganu Incorporated Sdn Bhd (“TI”), the substantial shareholder of TDM.

ECF is also an associate company of TDM, whereby TDM holds 30% of shareholdings’ interest in ECF. As at LPD, the directors of ECF are as follows:

<i>No</i>	<i>Name</i>	<i>Designation</i>
1.	Haji Mazli Zakuan bin Mohd Noor	Director
2.	Muhammad Ramizu bin Mustaffa	Director
3.	YB Dr Mamad bin Puteh	Director
4.	Syed Omar bin Syed Rastan	Director
5.	Muhammad Fairus bin Hussain	Director
6.	Syed Muhamad Amir bin Syed Omar	Alternate Director
7.	Dato’ Syed Osman bin Syed Rastan	Alternate Director

ECF or MMSB does not hold any share in TDM as at the date of this announcement.

In view of the above, MBI is referred to as the “Interested Major Shareholder” whilst YBM Tengku Seri Bijaya Raja (Dato’ Seri Tengku Farok Hussin bin Tengku Abdul Jalil) is referred to as the “Interested Director”. As such, the Interested Director has abstained and will continue to be abstained from all Board deliberations and voting at the relevant Board meetings of the Company and on the resolution pertaining to the Transaction.

- (2) The estimated value is based on 12 months from 22 June 2026 until the next AGM. The estimated value is subject to changes if the actual AGM is held earlier or later than the expected date of the next AGM.

3.6.2 Save as disclosed in the above, the actual value of the above transactions that were transacted from the date on which the existing mandate was obtained at the last AGM of the Company, i.e. 17 June 2025, up to LPD did not exceed the estimated value by 10% or more.

#### **4. REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS**

TDM Group has established various procedures to ensure that such RRPT undertaken on an arm’s length basis and on the Group’s normal commercial terms and consistent with the Group’s usual business practices and policies and on the transaction price and terms not more favourable to the Related Parties than those generally available to the public and will not be detrimental to the minority shareholders. There are no specific thresholds for approval of RRPT within the Group. All RRPT will be reviewed by the Audit Committee and approved by the Board.



#### 4. REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS (CONT'D.)

Therefore, disclosure and approval procedures with regard to RRPT are as follows:

- a) a list of the Related Parties will be established and circulated to the heads of each finance division within the Group, who shall monitor and ensure that all RRPT to be entered into by the Group are reported and forwarded to the Audit Committee, who then ensures that the RRPT are to be undertaken on an arm's length basis, on the Group's normal commercial terms, on terms which are not more favourable to the Related Parties other than those generally available to the public and which are not to be detrimental to the minority shareholders. These include transacting at prevailing market rates/prices of the service provider's usual commercial terms or otherwise in accordance with the applicable industry norm. Transactions refer to both sales and purchases of services of the Group;
- b) the Group is made to aware of the requirements to monitor, and shall put in place proper processes or systems to record and report on all RRPT for compilation and reporting to the Audit Committee;
- c) proper records are maintained at the Company and each of its subsidiaries to capture all RRPT so that all RRPT entered pursuant to the mandate will be adequately discussed;
- d) all RRPT will be reviewed by the Audit Committee on an annual basis. In its review of such transactions, the Audit Committee may, as it deems fit, request for additional information from independent source;
- e) the internal audit plan shall incorporate a review of Related Party Transactions to ensure that all the relevant approvals for the RRPT have been obtained;
- f) the Audit Committee shall review, on an annual basis, the internal audit reports pertaining to the RRPT to ascertain that the approved procedures and guidelines to monitor the RRPT have been complied with;
- g) the Board and Audit Committee shall have overall responsibility for determination of the review procedures and guidelines including addition of new review procedures, where applicable. An annual review of the RRPT procedures and guidelines will be carried out by the Audit Committee.

If during the annual review, the Audit Committee is of the view that the RRPT procedures and guidelines are no longer valid or inadequate to ensure that the RRPT are made on an arm's length basis on the Group's normal commercial terms, on terms not more favourable to the Related Parties than those generally available to the public and not to the detrimental of our minority shareholders, the Audit Committee shall have the discretion to discharge, vary, modify the existing procedures and guidelines or implement new or additional procedures and guidelines, without management's prior approval, provided that such amended, varied, modified, new or additional procedures and guidelines are no less stringent than the existing ones;

#### **4. REVIEW PROCEDURES IN RELATION TO RECURRENT RELATED PARTY TRANSACTIONS (CONT'D.)**

- h) at least two other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as a comparison to determine whether the price and terms offered to/by the Related Parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities;
- i) in the event that quotation or comparative pricing from unrelated third parties cannot be obtained, the pricing of any RRPT entered into will be determined based on usual business practices and policies of the Group to ensure that the RRPT are not detrimental to the Group;
- j) in accordance with the Listing Requirements, disclosure in relation to a breakdown of the aggregate value of the RRPT entered into during the financial year based on amongst others, the following information:
  - i. the type of the RRPT; and
  - ii. the names of the Related Parties involved in each type of RRPT made and their relationship with the Company;

will be made in the Company's Integrated Annual Report for the financial year during which the shareholders' mandate are in force;

- k) where any Director or Audit Committee has an interest (directly or indirectly) in any RRPT, he/she must declare his/her interest in the RRPT and abstain from participation in the decision making of the Board or Audit Committee on the said RRPT;
- l) pursuant to Paragraph 10.09 of the Listing Requirements, in a meeting to obtain the Proposed Renewal of Shareholders' Mandate, the interested Director, Major Shareholders or Persons Connected with them must not vote on the resolution in respect of the RRPT; and where it involves the interest of an interested person connected with a Director or Major Shareholders, such Director or Major Shareholders must not vote on the resolution approving the transactions. An interested Director or interested Major Shareholder must ensure that persons connected with them will abstain from voting on the resolution approving the transactions; and
- m) interested Director shall also abstain from deliberating at Board meetings in respect of the RRPT in which they or Persons Connected with them are interested.

#### **5. AMOUNT DUE AND OWING TO TDM GROUP BY RELATED PARTIES**

As at the LPD, there is no amount due and owing to TDM Group by its Related Parties.

## **6. STATEMENT BY THE AUDIT COMMITTEE**

The Audit Committee has reviewed the procedures of the Proposed Renewal of Shareholders' Mandate set out in Section 4 of this Circular and is of the view that the procedures are sufficient to ensure that the RRPT are made on an arms' length basis on the Group's normal commercial terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The Audit Committee is of the further view that TDM Group has in place adequate procedures and processes to monitor, track and identify the RRPT in a timely and orderly manner. The Audit Committee shall review these procedures and processes on a yearly basis or whenever the need arises.

## **7. DISCLOSURE**

Disclosure will be made in the Company's Integrated Annual Report of the breakdown of the aggregate value of transactions conducted, types of transactions made, names of the related parties involved and their relationship with the Company pursuant to the Proposed Shareholders' mandate during the financial year in accordance with Paragraph 10.09(2) and Practice Note 12 of the Listing Requirements.

## **8. RATIONALE OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE**

The Related Party Transactions envisaged in the Proposed Renewal of Shareholders' Mandate are in the ordinary course of business and necessary for the day-to-day operations of TDM Group and recurring in nature. The Proposed Renewal of Shareholders' Mandate will eliminate the need to convene separate general meetings on each occasion to seek shareholders' prior approval for entry by TDM Group into such transactions.

This will substantially reduce the expenses associated with the convening of general meetings on an ad-hoc basis, improve administration efficiency and allow manpower resources and time to be channeled towards attaining other corporate objectives.

The Proposed Renewal of Shareholders' Mandate is intended to facilitate transactions entered into the ordinary course of business of TDM Group which are transacted from time to time with Related Parties at arm's length, on TDM Group's normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders of the Company.

## **9. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE**

### **Share Capital**

The Proposed Renewal of Shareholders' Mandate will not have any effect on the share capital of TDM as it does not involve any new issuance of TDM Shares.

### **Net assets ("NA"), NA per share and gearing**

The Proposed Renewal of Shareholders' Mandate will not have any effect on the NA, NA per share and gearing of TDM Group.

## **9. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE (CONT'D.)**

### **Earnings and earnings per share ("EPS")**

The Proposed Renewal of Shareholders' Mandate will not have material effect on the earnings and EPS of TDM as no change in the rental amount to be paid for the Subject Properties.

Notwithstanding, the earnings and EPS of TDM for the financial year ending 31 December 2026 will be dependent on the price of crude palm oil and other factors affecting revenue which will eventually determine the profitability of the Company.

### **Substantial shareholders' shareholdings**

The Proposed Renewal of Shareholders' Mandate will not have any effect on the substantial shareholders' shareholdings in TDM as it does not involve any new issuance of TDM Shares.

## **10. APPROVAL REQUIRED**

The Proposed Renewal of Shareholders' Mandate is subject to the shareholders' approval being obtained at the forthcoming AGM to be convened.

## **11. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED WITH THEM**

Save as disclosed below, none of the directors and/or major shareholders of the Company and/or any person connected to them has any interest, directly or indirectly, in the LOA:

- i. TDMP is a wholly owned subsidiary of TDM.
- ii. TDM is a subsidiary of TI, a company incorporated in Malaysia. The ultimate holding corporation is MBI, a corporation incorporated in Malaysia under the Menteri Besar (Incorporation), Enactment No.1, 1951.
- iii. ECF is a subsidiary of MMSB. The ultimate holding corporation is MBI.
- iv. ECF is an associate Company of TDM.
- v. YBM Tengku Seri Bijaya Raja (Dato' Seri Tengku Farok Hussin bin Tengku Abdul Jalil) is the Chairman, Non-Independent Non-Executive Director of TDM and a Director of MMSB.

ECF or MMSB do not hold any shares in TDM as at the date of this announcement.

In view of the above, MBI is referred to as the "Interested Major Shareholder" whilst YBM Tengku Seri Bijaya Raja referred to as the "Interested Director". As such, the Interested Director has abstained and will continue to be abstained from all Board deliberations and voting at the relevant Board meetings of the Company and on the resolution pertaining to the Transaction.

## 12. STATEMENT BY DIRECTORS

The Board (save for the Interested Directors), having taken into consideration all aspects of the Proposed Renewal of Shareholders' Mandate including but not limited to the rationale and effects of the Proposed Renewal of Shareholders' Mandate, and after careful deliberation, is of the opinion that the Proposed Renewal of Shareholders' Mandate is in the best interest of TDM. Accordingly, the Board with the exception of the Interested Directors who have abstained from expressing any recommendations in relation to the Proposed Renewal of Shareholders' Mandate, recommend that shareholders vote in favour of the resolution pertaining to the Proposed Renewal of Shareholders' Mandate to be tabled at the forthcoming AGM.

## 13. AGM

The resolution pertaining to the above proposal is set out in the Notice of the Sixty First (61<sup>st</sup>) Annual General Meeting ("AGM") of TDM Berhad ("Company"). The Notice convening the 61<sup>st</sup> AGM of TDM Berhad ("TDM" or "the Company"), which is scheduled to be held at **The Avenue, Level 3, KMI Kuala Terengganu Medical Centre, Lot 3963, Jalan Sultan Mahmud, 20400 Kuala Terengganu, Terengganu on Monday, 22 June 2026 at 11.00 a.m.**, or at any adjournment thereof, together with the Proxy Form are set out in the Integrated Annual Report 2025 of the Company.

A member who is entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on his/her behalf. If you decide to appoint a proxy(ies) to attend and vote on your behalf at the AGM, the Form of Proxy should be completed and deposited at the office of the Share Registrar of the Company, Tricor Investor & Issuing House Services Sdn. Bhd., at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No.8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan or alternatively, Drop-in Box located at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan **not less than 48 hours before the time for holding the AGM**. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the AGM should you subsequently decide to do so.

## 14. FURTHER INFORMATION

Shareholders are advised to refer to the attached Appendix 1 of this Circular for further information.

Yours faithfully,  
For and on behalf of the Board of Directors of  
**TDM BERHAD**

**HAJI AZLAN BIN MD ALIFIAH**  
Independent Non-Executive Director

## 1. RESPONSIBILITY STATEMENT

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

## 2. MATERIAL LITIGATIONS

As at the LPD, save for the following material litigations, neither the Company nor any of its subsidiaries are engaged in any material litigation, claims, or arbitration, either as plaintiff or defendant, and the Board is not aware of any proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which may materially and adversely affect the financial position or business operations of the Group:-

### 2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”)

On 27 December 2021, PT RKA received lawsuit claims from the Ministry of Environment and Forestry of Indonesia for the alleged violation against the laws and regulations related to fire incident occurred in PT RKA’s plantation in year 2019. The total claims filed by the Ministry of Environment and Forestry is Indonesia Rupiah (“Rp”) 1,001,844,350,959 (approximately RM293,669,525), as follows:

- Total damages claimed amounting to Rp270,807,710,959 (approximately RM79,381,562) relating to compensation cost for environment impact verification, loss of ecology and loss of economy; and
- Total compensation claimed amounting to Rp731,036,640,000 (approximately RM214,287,963) relating to costs of make good, reactivate the affected ecology system, repair and redevelop hydrology system, revegetation and monitoring.

During the first hearing of the case at District Court of Sintang on 10 January 2022, the parties have agreed to refer this legal case under mediation process for amicable settlement. However, the mediation which was held on 17 January 2022, could not reach any settlement between the parties. Both parties have agreed to put this legal case into full trial.

During the hearing held on 31 January 2022, the Court had directed as follows:

- i. PT RKA to file its statement of defence and counter claim on 14 February 2022;
- ii. PT RKA to file reply to defence and counter claim on 21 February 2022; and
- iii. PT RKA to file its reply to the Plaintiff’s reply to defence and counter claim on 1 March 2022.

The District Court of Sintang had on 8 August 2022 delivered its decision on the case as follows:

The Court rejected the PT RKA’s claims on the followings:

- (a) For PT RKA to stop all its activities on the affected land area until the full and final disposal of the case; and
- (b) For PT RKA to pay compensation of Rp50,000 for every affected oil palm tree.

## 2. MATERIAL LITIGATIONS (CONT'D.)

### 2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”) (cont'd.)

- i. PT RKA is responsible on the loss due to the fire incident based on the ‘strict liability’ principle.
- ii. PT RKA is to pay a compensation of Rp270,807,710,959 (approximately RM81,242,313) for the environmental loss to the National Account of Indonesia as per the claim by the Plaintiff.
- iii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp646,216,640,000 (approximately RM193,864,992) as per the claim by the Plaintiff.

The Court has also fixed tentative hearing dates as follows:

- i. 7 March 2022 (adjourned);
- ii. 24 March 2022 (adjourned);
- iii. 31 March 2022 (adjourned);
- iv. 14 April 2022 for Plaintiff to produce documentary evidence;
- v. 25 April 2022 for parties to produce any additional documentary evidence;
- vi. 9 May 2022 for the examination of the Plaintiff’s witnesses;
- vii. 23 May 2022 for the examination of the Plaintiff’s witnesses;
- viii. 11 July 2022 for the parties to file its submission of the case;
- ix. 25 July 2022 for the decision of the case; and
- x. 8 August 2022 for the decision of the case.

PT RKA then appealed against the decision of the District Court of Sintang to High Court of Pontianak. The High Court of Pontianak had on 27 October 2022 decided as follows:

- i. PT RKA is responsible on the loss due to the fire incident based on the ‘strict liability’ principle.
- ii. PT RKA is to pay a compensation of Rp188,977,440,000 (approximately RM53,504,371) for the environmental loss to the National Account of Indonesia as per the claim.
- iii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp731,036,640,000 (Approximately RM206,975,266).

On 18 November 2022, PT RKA has filed an appeal against the above decision of the High Court of Pontianak to the Supreme Court of Indonesia in Jakarta.

On 2 November 2023, PT RKA was officially served with the decision of the Supreme Court that the Court rejected the appeal and upheld the decision of Pengadilan Tinggi Pontianak as follows:

- i. PT RKA is to pay a compensation of Rp188,977,440,000 (approximately RM56,677,646) for the environmental loss to the National Account of Indonesia as per the claim by the Respondent; and
- ii. PT RKA is to rehabilitate the environment on the affected area due to the fire incident of 2,560 ha and to reactivate the affected ecology system with the cost of Rp731,036,640,000 (approximately RM219,250,698).

## **2. MATERIAL LITIGATIONS (CONT'D.)**

### **2.1 Ministry of Environment & Forest Indonesia vs PT Rafi Kamajaya Abadi (“PT RKA”) (cont'd.)**

Subsequently, PT RKA had on 12 June 2024 filed a judicial review against the above decision. Through a series of negotiations, PTRKA had on 8 July 2025 signed a Kesepakatan Bersama with the Plaintiff (KLH) to voluntarily execute the decision of the Supreme Court. The deal will see PTRKA complying to a cash penalty of Rp188,977,440,000 (approximately RM48,066,000) by 30 September 2025 and submitting a 3-year blueprint within 90 days to KLH on plans to rehabilitate 2,560 ha of land affected by the fire incident. Upon payment of the cash penalty, KLH will authorise the relevant authority to have PTRKA’s Sistem Administrasi Badan Hukum (“SABH”) reactivated accordingly.

On 29 September 2025, PT RKA paid the cash penalty of Rp188,977,440,000 to the Government of Indonesia through its Kementerian Keuangan and PT RKA’s SABH has been reactivated accordingly. PT RKA is currently working with the consultant for the rehabilitation program.

### **2.2 Tax dispute under PT RKA**

In current financial year, PT RKA received the tax assessment letter dated 3 January 2025 from Director General of Taxes (“DGT”) in relation for corporate tax assessment for fiscal year 2021. The tax assessment increase the taxable amount of PT RKA by Rp216,343,928,745 (approximately RM56,167,000) which can be offset against the outstanding carry forward fiscal losses amounted to Rp302,969,196,638 (approximately RM78,657,000).

On 20 February 2025, PT RKA has filed an objection to the DGT. On 24 December 2025, PT RKA received the decision on the objection from DGT that the taxable amount was revised to Rp212,637,468,615 (approximately RM55,205,000).

PT RKA has filed an Appealed Letter to the Tax Court. However, PT RKA has yet to receive the final decision from the Tax Court as at the reporting date.

Based on the legal opinion, lawyer is of the view that there is a misapplication of tax law and regulation by the DGT that would result in incorrect position of taxable amount of PT RKA and there is medium to high probability of winning the case. Hence, in the event that PT RKA subject to additional taxable amount, there is sufficient unabsorbed business losses to offset against the additional taxable amount.

## **3. MATERIAL CONTRACTS**

Save as disclosed below, there are no material contracts (not being contracts entered into in the ordinary course of business), that have been entered into by the Group within the past two (2) years immediately preceding the LPD of this Circular:-

### **3.1 Proposed to build and lease the land owned by Bertam Specialist Hospital Sdn. Bhd. through development of a specialist hospital building for KMI Bertam Medical Centre Sdn. Bhd. (“KMI Bertam”), a subsidiary of Kumpulan Medic Iman Sdn. Bhd. (“KMI”)**

On 10 March 2025, KMI Bertam, a wholly owned subsidiary of KMI, entered into an Agreement to Build and Lease (“ATBL”) with Bertam Specialist Hospital Sdn. Bhd. (“BSHSB”) for the purpose of building and leasing the land owned by BSHSB through development of a specialist hospital building (“Specialist Hospital Building”) for KMI Bertam.



### **3. MATERIAL CONTRACTS (CONT'D.)**

#### **3.1 Proposed to build and lease the land owned by Bertam Specialist Hospital Sdn. Bhd. through development of a specialist hospital building for KMI Bertam Medical Centre Sdn. Bhd. ("KMI Bertam"), a subsidiary of Kumpulan Medic Iman Sdn. Bhd. ("KMI") (cont'd.)**

The Gross Development Cost ("GDC") of the proposed Project is RM146,000,000 subject to adjustments and variations in accordance with ATBL.

With reference to the agreement, the vendor required to fulfill all the Conditions Precedents ("CPs") within six (6) months from the date of the ATBL subject to an automatic extension for a further period of six (6) months from the expiry of the CP Period or such extended period as mutually agreed by the Parties.

On 2 October 2025, the ATBL has become unconditional upon the fulfilment of all CPs by both KMI Bertam and BSHSB had completed fulfilled all the CPs.

#### **3.2 Execution of Land Lease Agreement for The Development of Two (2) Large-scale Solar Photovoltaic Plants ("LSS5+ Projects") between TDM-YT Plantation Sdn. Bhd. ("TDM-YT") and JAKS CPECC Solar One Sdn. Bhd. ("JAKS 1") and JAKS CPECC Solar Two Sdn. Bhd. ("JAKS 2")**

On 27 February 2025, TDM had announced that its subsidiary company, TDM-YT had on 26 February 2025, entered into an Addendum to the Memorandum of Understanding ("Addendum") with JAKS Solar Power Holdings Sdn. Bhd. ("JSPH"). The Addendum dated 24 July 2024 was intended for the proposed lease of the Mukim Merang Land for the purpose of the LSS5 project which JSPH would undertake with consortium partner, China Power Engineering Consulting Group International Engineering Co. Ltd. (herein referred to as "JAKS SOLAR-CPECC Consortium").

On 28 November 2025, TDM has announced that its subsidiary, TDM-YT had executed a Land Leased Agreement with JAKS 1 and JAKS 2 for the development of two (2) Large-Scale Solar Photovoltaic Plants for the lease term of twenty-three (23) years and six (6) months, commencing from the effective date, in accordance with the terms of the agreement.

The condition precedents ("CPs") of the Land Lease Agreement is to obtain the Letter of Consent, Special Permit Approval, and Kebenaran Merancang for the LSS5+ Project. As of the date of this report, the CPs has yet to be fulfilled.

### **4. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be made available for inspection at the registered office of the Company at Wisma TDM, 443D, Jalan Kamaruddin, 20400 Kuala Terengganu, Terengganu Darul Iman, during normal business hours from Sunday to Thursday (excluding public holidays) from the date of this Circular up to the date of the AGM:-

- i) The Constitution.
- ii) The audited consolidated financial statements for the past two (2) financial years ended 31 December 2025 and 2024.

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