
15. ADDITIONAL INFORMATION

15.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of this Prospectus.
- (ii) None of the share capital of our Group is under option, or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.
- (iii) Save as disclosed in **Sections 15.4 (12), (14) to (22)** of this Prospectus, not more than 10% of the share capital of our Company or our Subsidiaries has been paid for with assets other than cash, within 3 years immediately preceding the LPD.
- (iv) Save as disclosed in **Sections 4.4 and 6.3.1** of this Prospectus, our Group has not issued or proposed to issue any shares, stocks or debentures as fully or partly paid-up in cash or otherwise, within 3 years immediately preceding the date of this Prospectus.
- (v) As at the date of this Prospectus, save for the IPO Shares reserved for the Eligible Persons as disclosed in **Section 4.2.1(ii)** of this Prospectus, there is currently no other scheme involving our Directors or employees in the share capital of our Group.
- (vi) Save as disclosed in **Section 3.2** of this Prospectus and save as provided under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares.

15.2 EXTRACT OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in its entirety by the remainder of our Constitution and by applicable law. The words and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless otherwise defined or the context otherwise requires:

15.2.1 Remuneration of our Directors

The provisions in our Constitution in respect of the remuneration of our Directors are as follows:

Clause 21.4 - Remuneration

Subject to the Act and the Listing Requirements, the Directors shall be paid by way of remuneration for their services such fixed sum as shall from time to time be determined by the Company in meeting of Members, and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine provided always that:

- (i) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover and which shall not exceed the amount approved by the shareholders in general meeting;
- (ii) remuneration and other emoluments (including bonus, benefits or any other emoluments) payable to executive Directors may not include a commission on or percentage of turnover;
- (iii) fees and any benefits payable to Directors shall be subject to annual approval by an Ordinary Resolution at a meeting of Members;

15. ADDITIONAL INFORMATION (CONT'D)

- (iv) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter; and
- (v) the fees and/or benefits payable to non-executive Directors who is also Director of the subsidiary(ies) includes fees, meeting allowances, travelling allowances, benefits, gratuity and compensation for loss of employment of Director or former Director of the Company provided by the Company and subsidiary(ies), but does not include insurance premium or any issue of Securities.

Clause 22.3 - Remuneration of Managing Director

The remuneration of a managing Director or managing Directors shall be fixed by the Directors, and may be by way of fixed salary or commission or participation in profits or by any or all of those modes, but shall not include a commission on or percentage of turnover but it may be a term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.

15.2.2 Voting and borrowing powers of our Directors

The provisions in our Constitution in respect of the voting and borrowing powers of our Directors are as follows:

Clause 23.1 - Business of Company to be managed by Directors

The business and affairs of the Company shall be managed by, or under the direction of the Directors who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by law or by this Constitution required to be exercised or done by the Company in meeting of Members, but the exercise of all such powers shall be subject to and in accordance with the provisions of any law and of this Constitution and shall also be subject to and in accordance with any resolution made by the Company in meeting of Members, provided that no resolution so passed shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made. The general powers by this Clause shall not be limited or restricted by any special authority or power given to the Directors by any other Clauses.

Clause 23.2 - Directors' borrowing powers

- (i) Subject to the Act, the Directors may from time to time at their discretion raise or borrow such sums of money as they think proper and may secure the repayment of such sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock or any mortgage or guarantee, charge or security on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being and borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of any subsidiary, associated or other companies or persons, provided that the Directors shall not issue any debt securities convertible to ordinary shares without the prior approval of the Company in meeting of members.
- (ii) Any debentures, debenture stock, bonds or other securities may be issued with any special privileges as to redemption, surrender, drawings, allotment of Shares, attending and voting at meeting of members of the Company, appointment of Directors and otherwise.

15. ADDITIONAL INFORMATION (CONT'D)

- (iii) If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company in its ordinary course of business, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.
- (iv) The Directors shall cause a proper register to be kept in accordance with Section 362 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 352 of the Act as regards the registration of mortgages and charges therein specified or otherwise.

Clause 23.3 - Guarantee

The Directors may exercise all the powers of the Company to guarantee payment of money payable under contract obligations of any subsidiary company or companies with or without securities.

Clause 23.6 - Power to execute cheques and receipts

All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors may from time to time determine by resolution.

Clause 23.7 - Directors' power to appoint attorney of the Company

The Directors may from time to time, by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

Clause 23.11 - Declaration of interest by a director

A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. Save as by the next following paragraph of this Clause otherwise provided and subject always to the Act and/or Listing Requirements, a Director shall not vote in respect of any contract or proposed contract or arrangement in which he is directly or indirectly interested. The Directors will not be considered as interested in the following circumstances:

- (a) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (c) any contract by him to subscribe for or underwrite share or debentures of the Company; or

15. ADDITIONAL INFORMATION (CONT'D)

- (d) any contract or arrangement with any other company in which he is interested only as a director or other officer or creditor of or as a shareholder in or beneficially interested in the Shares of the Company.

Clause 24.7 - Proceedings of meeting

A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under this Constitution vested in or exercisable by the Directors generally.

Clause 24.8 - Chairman's casting vote

Subject to this Constitution, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the chairman shall have a second or casting vote except where only two (2) Directors form a quorum, the chairman of a meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the questions at issue shall not have a second or casting vote.

Clause 25.1 - Directors to appoint committees

The Directors may establish any committees, local boards or agencies, comprising of two (2) or more persons, for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board, or any managers or agents, and may fix their remuneration, and may delegate to any such committee, local board, manager or agent any of these powers, authorities and discretion vested in the Directors, with power to sub-delegate, and may authorise the members of any such committee or local board, or any of them, to fix any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit and the Directors may remove any person or persons so appointed, and may annul or vary any such delegation, but no person or persons dealing in good faith without notice of any such annulment or variation shall be affected thereby.

The Company may pass a resolution of the committee either by way of a circular resolution or at a meeting of committee.

15.2.3 Changes to share capital

The provisions in our Constitution in respect of the changes to share capital are as follows:

Clause 15.1 - Company may alter its capital in certain ways

Subject to the Applicable Laws, the Company may alter its share capital in any one or more of the following ways, from time to time by Ordinary Resolution, as follows:

- (a) consolidate and divide all or any of its share capital into Shares of larger amount than its existing shares;
- (b) subdivide its share capital or any part thereof into shares of smaller amount than is fixed by this Constitution by subdivision of its existing shares or any of them, subject nevertheless to the provisions of the Act and so that as between the resulting shares, one (1) or more of such shares may, by the resolution by which such subdivision is effected, be given any preference or advantage as regards dividends, return of capital, voting or otherwise over the others or any other of such shares;

15. ADDITIONAL INFORMATION (CONT'D)

- (c) cancel any Shares, which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited, and diminish the amount of its share capital by the amount of the Shares so cancelled;
- (d) convert all or any of its paid-up Shares into stock and reconvert that stock into paid-up Shares; and/or
- (e) subject to the provisions of this Constitution and the Act, convert and/or re-classify any class of Shares into any other class of Shares.

Clause 15.2 - Power to reduce capital

The Company may by Special Resolution, reduce its share capital in any manner permitted or authorised under and in compliance with the Applicable Laws.

Clause 15.4 - Purchase of own Shares

Subject to the provisions of the Act and/or the Applicable Laws, the Company may, with the sanction of an Ordinary Resolution of the Members in meeting of Members, purchase its own Shares and make payment in respect of the purchase and/or give financial assistance to any person for the purpose of purchasing its own Shares on such date(s), terms and manner as may be determined from time to time by the Directors. Any Shares in the Company so purchased by the Company shall be dealt with in accordance with the Act and/or the Applicable Laws. The provision of Clauses 15.1 and 15.2 hereof shall not affect the power of the Company to cancel any Shares or reduce its share capital pursuant to any exercise of the Company's power under this Clause.

Clause 16.1 - Increase of share capital

Subject to all Applicable Laws, the Company may from time to time, whether all the Shares for the time being issued shall have been fully called up or not, by Ordinary Resolution increase its share capital by the creation and issuance of new Shares, such new capital to be of such amount and to be divided into Shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any) or to be subject to such conditions or restrictions (if any), in regard to dividend, return of capital, voting or otherwise, as the Company by the resolution authorising such increase may direct.

Clause 17 - Variation of rights

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied, modified or abrogated with the consent in writing of the holders of not less than seventy-five per centum (75%) of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that class. To every such separate meeting the provisions of this Constitution relating to meeting of Members or to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two (2) persons holding or representing by proxy at least one-third (1/3) of the issued Shares of the class (excluding any shares of that class held as treasury shares) and that any holder of Shares of the class present in person or by proxy may demand a poll. To every such Special Resolution, the provisions of Section 292 of the Act shall apply with such adaptations as are necessary. The rights conferred upon the holders of any Shares or class of Shares issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of such shares, be deemed to be modified by the creation or issue of further Shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

15. ADDITIONAL INFORMATION (CONT'D)

15.2.4 Transfer of securities

The provisions of our Constitution in respect of the transfer of shares are as follows:

Clause 11.3 - Transfer of securities

The transfer of any Deposited Security shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of Deposited Security.

15.2.5 Rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights

The provisions in our Constitution in respect of rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights are as follows:

Clause 7.2 - Allotment of Shares

Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares and subject to the provisions of this Constitution, the Applicable Laws, the Act and the provisions of any resolution of the Company, Shares in the Company may be issued by the Directors, who may allot or otherwise dispose of such Shares to such persons at such price, on such terms and conditions, with such preferred, deferred and/or other special rights, and subject to such restrictions and at such times as the Directors may determine but the Directors in making any issue of Shares shall comply with the following conditions:

- “2. in the case of Shares of a class, other than ordinary Shares, no special rights shall be attached until the same have been expressed in this Constitution and in the resolution creating the same;”

Clause 16.4 - Rights of preference shareholders

- (i) A holder of preference shares must have a right to vote at any meeting convened in each of the following circumstances:
- (a) when the dividend or part of the dividend on the preference share is in arrears for more than six (6) months;
 - (b) on a proposal to reduce the Company's share capital;
 - (c) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (d) on a proposal that affects the rights and privileges attached to the preference shares;
 - (e) on a proposal to wind up the Company; and
 - (f) during the winding up of the Company;
- (ii) A holder of preference shares shall be entitled to the same rights as a holder of ordinary shares in relation to receiving notices, reports, audited financial statements, and attending meetings of the Company;

15. ADDITIONAL INFORMATION (CONT'D)

- (iii) A holder of a preference share shall be entitled to a return of capital in preference to holders of ordinary shares if the Company is wound up; and
- (iv) The Company shall have the power to issue further preference capital ranking equally with, or in priority to, preference shares already issued subject to the observation of the provision in Clause 16.3.

Clause 31.3 - Payment of Dividend

Subject to the rights of persons, if any, entitled to Shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a Share in advance of call shall be treated for the purposes of this Clause as paid on the Share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid, but if any Share is issued on terms providing that it shall rank for dividend as from a particular date that Share shall rank for dividend accordingly.

15.3 LIMITATION ON THE RIGHT TO OWN SECURITIES

Save as disclosed below, which have been reproduced below from our Constitution, there is no limitation on the right to own securities, including limitation on the right of non-residents or non-Malaysian shareholders to hold or exercise their voting rights on our Shares:

Clause 18.7(c) - Record of Depositors

Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable) and notwithstanding any provision in the Act, a Depositor shall not be regarded as a Member entitled to attend any meeting of Members and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

Clause 20.8 - Members in default

No Member shall be entitled to be present or to vote, either as a Member or otherwise as a proxy or attorney or representative, at any meeting of Members or to exercise any privilege as a Member nor be counted as one of the quorums unless all calls or other sums immediately payable by him in respect of Shares in the Company have been paid.

15.4 MATERIAL CONTRACTS

Save as disclosed below and in **Section 7.24.2** of this Prospectus, our Group has not entered into any material contracts which are not in the ordinary course of our Group's business during the Financial Periods Under Review up to the date of this Prospectus:

- (1) Joint venture agreement dated 10 October 2014 (as supplemented by the supplemental agreement dated 13 June 2025 and 3 December 2025) ("**Ayer Hitam JVA**") between Lee Poon Loy Realty Sdn Bhd and SKL Realty for the development of the lands held under Lot 10670, Lot 8030, Lot 6253, Lot 6628, Lot 6254, Mukim Sri Gading VIII, District of Batu Pahat, State of Johor and Lot 10669, Lot 9546 and Lot 9547, Mukim Sri Gading, District of Batu Pahat, State of Johor, into a commercial development. Pursuant to the Ayer Hitam JVA, Lee Poon Loy Realty Sdn Bhd is entitled to 31.0% of the GDV of the project, to be satisfied partly in kind and partly in cash, as follows:

15. ADDITIONAL INFORMATION (CONT'D)

- (a) 31.0% of the completed units of each of the following types of development, namely double-storey Bumiputera shoplots, three-storey Bumiputera shoplots, double-storey non-Bumiputera shoplots and three-storey non-Bumiputera shoplots; and
- (b) cash equivalent to 31.0% the GDV of the single-storey low-cost shop units.

As at the LPD, the development under the Ayer Hitam JVA is expected to commence in the 3rd quarter of 2026;

- (2) Joint venture agreement dated 16 October 2018 (as supplemented by the supplemental agreements dated 10 March 2020, 23 August 2023 and 25 April 2024) ("**Taman Bukit Perdana JVA**") between Parkland City and Atlantis Venture for the development of the land held under Geran 569583, Lot 55024, Mukim Kluang, District of Kluang, State of Johor into a mixed development comprised of housing developments, shop offices or such other developments, upon the terms and conditions as contained in the Taman Bukit Perdana JVA. Pursuant to the Taman Bukit Perdana JVA, Atlantis Venture is entitled to the landowner's entitlement calculated based on the percentage of total sales value of the respective components of the development, as follows:

- (a) industrial empty land (50.0%);
- (b) Rumah Komuniti Johor A (PKJ A) (8.0%);
- (c) Rumah Komuniti Johor B (PKJ B) (10.0%);
- (d) Rumah Mampu Milik Johor (RMMJ) (12.0%);
- (e) Kedai Kos Sederhana (KKS) / medium cost shop (12.0%); and
- (f) all other components within the development (18.0%).

Notwithstanding the above, the minimum guaranteed value of the landowner's entitlement to Atlantis Venture is RM140,000,000.00. As at the LPD, the development under the Taman Bukit Perdana JVA is ongoing and is expected to be completed by November 2031;

- (3) Joint venture agreement dated 27 May 2020 (as supplemented by supplemental agreements dated 9 September 2020 and 16 June 2023) between Cahaya Bumimas Sdn Bhd and Parkland City for the development of the land held under H.S.(M) 5670, PTD 206733, Mukim Plentong, District of Johor Bahru, State of Johor ("**Bandar Layangkasa JVA**") into a residential and/or commercial development project which consideration is satisfied partly in cash and in-kind. The said land forms part of the Group's Bandar Layangkasa township located in Johor Bahru, Johor. As at the LPD, the development under the Bandar Layangkasa JVA is ongoing and is expected to be completed by 1st quarter of 2035;

- (4) Water Chalet Development Agreement dated 17 July 2019 (as supplemented by the supplemental agreements dated 16 March 2021 and 18 July 2025) ("**Water Chalet Development Agreement**") between Parkland Diversified and The State Government of Melaka ("**State Government**") for the development of the land identified as Kawasan Bandar XLIII, District of Melaka Tengah, State of Melaka into an International Water Chalet Resort. Pursuant to the Water Chalet Development Agreement, the consideration payable by Parkland Diversified to the State Government comprises:

- (a) a non-refundable commitment fee of RM100,000.00;
- (b) a land lease premium of RM16,000,000.00;

15. ADDITIONAL INFORMATION (CONT'D)

- (c) payments in respect of the acquisition of additional land granted by the State Government;
- (d) earnest money of RM176,150.00;
- (e) a contribution of RM943,459.40 to the Melaka State Development Fund;
- (f) a sum equivalent to one-sixth (1/6) of the prevailing land lease premium value as full and final consideration for the surrender of part of the concession land; and
- (g) an additional land lease premium of RM1,270,636.59 in respect of an additional area of land measuring approximately 22.2 acres granted by the State Government to Parkland Diversified pursuant to the supplemental agreement dated 16 March 2021.

As at the LPD, the development has yet to commence;

- (5) Sale and purchase agreement dated 18 August 2022 between Khong Guan (M) Sdn Bhd (as vendor) and Parkland Southern (as purchaser) for the acquisition of the land held under Geran 164926, Lot 156682, Mukim Plentong, District of Johor Bahru, State of Johor, with the land area of measuring approximately 10.7 acres for a cash consideration of RM64,902,813.00. The acquisition was completed on 11 May 2023;
- (6) Sale and purchase agreement dated 29 September 2022 between Jubli Merdeka (as vendor) and Seri Jubli International Sdn Bhd (as purchaser) for the disposal of the land marked as Plot A measuring approximately 5.0 acres and forming part of Taman Kluang Perdana, together with a unit of campus built on Plot A known as Seri Jubli International School, for a cash consideration of RM18,800,000.00. Prior to the above sale and purchase agreement, Seri Jubli International Sdn Bhd was renting Plot A from Jubli Merdeka. At the time of the sale and purchase agreement above, the separate individual title for Plot A had yet to be issued and Plot A was held under the master title GRN 586964, Lot 93522 (formerly known as H.S.(D) 82128, PTD 99689), Mukim and District of Kluang, State of Johor. The disposal was completed on 11 November 2022;
- (7) Put option agreement dated 7 December 2022 between Parkland Residence and Tee Kai Loon (collectively as “Grantors”), and Teo Boon Hoo, Teo Kim Lap, Teo Kim Tay, Teo Swee Teng, Ng Chee Kiong and Ng Chee Heng (collectively as “Grantees”). In the event the CCC of the Parkland Avenue by The Sea project is not obtained as contemplated under the Lot 12933 Development Agreement, the Grantees, via the put option, are entitled to require the Grantors to purchase the Grantees’ 49.0% shareholdings in Floracode, provided the Grantees are not the party(ies) attributing to the failure. The purchase price is RM24,500,000.00 less 49.0% of the outstanding loan which Floracode took up to purchase Lot 12933;
- (8) Sale and purchase agreement dated 20 July 2023 (as supplemented by the supplemental agreement dated 20 July 2023) between Tay BT Enterprise Sdn Bhd (as vendor) and Parkland Central (as purchaser) for the acquisition of the land held under Geran Mukim 212, Lot 1252, Mukim Hulu Langat, Tempat Batu 10, Jalan Hulu Langat, District of Hulu Langat, State of Selangor measuring approximately 7.6 acres (of which approximately 0.3 acres were subject to compulsory land acquisition) for a cash consideration of RM30,139,658.55. The acquisition was completed on 7 November 2023;

15. ADDITIONAL INFORMATION (CONT'D)

- (9) Sale and purchase agreement dated 1 December 2023 between Atlantis Venture (as vendor) and Parkland City (as purchaser) for the acquisition of the land held under H.S.(D) 88107, PTD 108324, Mukim Kluang, District of Kluang, State of Johor measuring approximately 104.8 acres for a cash consideration of RM38,798,622.73. The acquisition was completed on 26 June 2024;
- (10) Shareholders' agreement dated 12 March 2024 between Xinyi Power Station Malaysia and Parkland Solar governing their respective rights and obligations as shareholders of Parkland Renewable Energy, in which Xinyi Power Station Malaysia holds 40.0% shareholdings whilst Parkland Solar holds the remaining 60.0% shareholdings) in Parkland Renewable Energy. The agreement remains in full force and effect unless terminated earlier by mutual agreement or due to unforeseeable circumstances, or at least 6 months prior written notice by any party who wishes to terminate the agreement;
- (11) Choon Seng San (1965) Estate Sdn Bhd (as vendor) and Parkland City and Parkland Residence (collectively as purchasers) entered into the following sale and purchase agreements:
- (a) sale and purchase agreement dated 18 April 2024 between the vendor and Parkland City for the land held under Geran 220800, Lot 799, Mukim Grisek, District of Tangkak, State of Johor measuring approximately 265.1 acres together with oil palm trees planted for a cash consideration of RM25,982,236.54;
 - (b) sale and purchase agreement dated 18 April 2024 between the vendor and Parkland City for the land held under Geran 500574, Lot 801, Mukim Grisek, District of Tangkak, State of Johor measuring approximately 9.4 acres together with oil palm trees planted for a cash consideration of RM920,583.90;
 - (c) sale and purchase agreement dated 18 April 2024 between the vendor and Parkland City for the land held under Geran 219417, Lot 894, Mukim Grisek, District of Tangkak, State of Johor measuring approximately 797.0 acres together with oil palm trees planted for a cash consideration of RM78,106,004.66;
 - (d) sale and purchase agreement dated 18 April 2024 between the vendor and Parkland City for the land held under GM 11860, Lot 6533, Mukim Grisek, District of Tangkak, State of Johor measuring approximately 0.6 acres together with oil palm trees planted for a cash consideration of RM60,201.80; and
 - (e) sale and purchase agreement dated 18 April 2024 between the vendor and Parkland Residence for the land held under GM 12808, Lot 6472, Mukim Grisek, District of Tangkak, State of Johor measuring approximately 3.0 acres together with oil palm trees planted for a cash consideration of RM295,221.32.

The parties also entered into a supplemental agreement dated 18 April 2024, where the parties recorded their formal understanding that the sale and purchase of the properties above were on an *en bloc* basis, notwithstanding the parties had entered into 5 separate sale and purchase agreements for the properties.

The cash consideration totalling RM105,364,248.22 has been fully settled on the completion date on 29 May 2025;

- (12) Share sale agreement dated 17 May 2024 between Datuk Tan, Datuk Yap, Ting KK, Ching Ah Lai, Poh Seng Kian, Poh Giok Kai, Datuk Liem Ah Pau, Tai Meow Pang, Jacky Toh, Lim Ah Yew, Ting Kah Chun, Lim Yee Huat, Chu Hwee Boon, Yap Boon Ta, Lim Poh Thong and Kerk Lin Siong (collectively as vendors) and Parkland (as purchaser) for the acquisitions of Parkland City, Parkland Residence and TYT Builders for a total purchase consideration of RM60,395,000.00 wholly satisfied by the issuance of 60,395,000 new Parkland Shares at an issue price of RM1.00 per Share to the vendors. The acquisitions were completed on 26 June 2024;

15. ADDITIONAL INFORMATION (CONT'D)

- (13) Shareholders' agreement dated 25 October 2024 between Parkland Renewable Energy, Tan Wingsheng, Hoe You Jian and Poh Ching Qian governing their respective rights and obligations as shareholders of Ortus Synergy, in which Parkland Renewable Energy holds 55.0% shareholding, whilst Tan Wingsheng, Hoe You Jian and Poh Ching Qian respectively hold 15.0% shareholdings each, in Ortus Synergy. The agreement remains in full force and effect unless terminated due to, among others, winding up or dissolution of Ortus Synergy or upon mutual termination in writing;
- (14) Share sale agreement dated 30 June 2025 between Wee Sue Woon, Wong Tark Keong, Tan Chin Giap, Tee Kai Loon and Yong Kok Hin (collectively as vendors), Parkland Residence (as purchaser) and Parkland for the acquisition of 75,000 ordinary shares representing 25.0% shareholdings in Parkland Central for a purchase consideration of RM5,553,016.00 wholly satisfied by the issuance of 1,166,600 new Parkland Shares at an issue price of RM4.76 per Share to the vendors. The acquisition was completed on 30 June 2025;
- (15) Share sale agreement dated 30 June 2025 between Tee Kai Loon (as vendor), Parkland Residence (as purchaser) and Parkland for the acquisition of 20,000 ordinary shares representing 10.0% shareholdings in Parkland Hybrid Sdn Bhd (currently known as Pentagon Hybrid Sdn Bhd) for a purchase consideration of RM18,088.00 wholly satisfied by the issuance of 3,800 new Parkland Shares at an issue price of RM4.76 per Share to the vendor. The acquisition was completed on 30 June 2025;
- (16) Share sale agreement dated 30 June 2025 between Tee Kai Loon (as vendor), Parkland Residence (as purchaser) and Parkland for the acquisition of 20,000 ordinary shares representing 10.0% shareholdings in Parkland Fuels Sdn Bhd (currently known as Pentagon Fuels Sdn Bhd) for a purchase consideration of RM18,564.00 wholly satisfied by the issuance of 3,900 new Parkland Shares at an issue price of RM4.76 per Share to the vendor. The acquisition was completed on 30 June 2025;
- (17) Share sale agreement dated 30 June 2025 between Tee Kai Loon (as vendor), Parkland Residence (as purchaser) and Parkland for the acquisition of 1,410,000 ordinary shares representing 15.0% shareholdings in Parkland Diversified for a purchase consideration of RM706,860.00 wholly satisfied by the issuance of 148,500 new Parkland Shares at an issue price of RM4.76 per Share to the vendor. The acquisition was completed on 23 December 2025;
- (18) Share sale agreement dated 30 June 2025 between Tee Kai Loon (as vendor), Parkland Residence (as purchaser) and Parkland for the acquisition of 200,000 ordinary shares representing 10.0% shareholdings in Parkland Avenue for a purchase consideration of RM35,216,860.00 wholly satisfied by the issuance of 7,398,500 new Parkland Shares at an issue price of RM4.76 per Share to the vendor. The acquisition was completed on 23 December 2025;
- (19) Share sale agreement dated 30 June 2025 between Lim Hau Long and Tan Seng Heng (collectively as vendors), Parkland City (as purchaser) and Parkland for the acquisition of 200,000 ordinary shares representing 20.0% shareholdings in Parkland Global for a purchase consideration of RM20,771,688.00 wholly satisfied by the issuance of 4,363,800 new Parkland Shares at an issue price of RM4.76 per Share to the vendors. The acquisition was completed on 30 June 2025;
- (20) Share sale agreement dated 30 June 2025 between Jacky Toh, Lim Hau Long, Tan Seng Heng, Tee Kai Loon and Ting Kah Chun (collectively as vendors), Parkland City (as purchaser) and Parkland for the acquisition of 32,500 ordinary shares representing 0.65% shareholdings in Parkland Southern for a purchase consideration of RM579,292.00 wholly satisfied by the issuance of 121,700 new Parkland Shares at an issue price of RM4.76 per Share to the vendors. The acquisition was completed on 30 June 2025;

15. ADDITIONAL INFORMATION (CONT'D)

- (21) Share sale agreement dated 30 June 2025 between Datuk Tan, Datuk Yap, Ching Ah Lai, Ting KK, Datuk Liem Ah Pau, Jacky Toh, Chu Hwee Boon, Lim Yee Huat, Yap Boon Ta, Kerk Lin Siong, Lim Poh Thong, Tan Chin Giap, Wong Tark Keong and Yong Kok Hin (collectively as vendors), TYT Builders (as purchaser) and Parkland for the acquisition of 750,000 ordinary shares representing 100.0% shareholdings in AVE Engineering for a purchase consideration of RM8,181,964.00 wholly satisfied by the issuance of 1,718,900 new Parkland Shares at an issue price of RM4.76 per Share to the vendors. The acquisition was completed on 30 June 2025;
- (22) Share sale agreement dated 30 June 2025 between Datuk Tan, Datuk Yap, Ching Ah Lai, Ting KK, Datuk Liem Ah Pau, Jacky Toh, Chu Hwee Boon, Lim Yee Huat, Yap Boon Ta, Kerk Lin Siong, Lim Poh Thong and Yong Kok Hin (as vendors), TYT Builders (as purchaser) and Parkland for the acquisition of 750,000 ordinary shares representing 100.0% shareholdings in Megaform Builders for a purchase consideration of RM8,076,768.00 wholly satisfied by the issuance of 1,696,800 new Parkland Shares at an issue price of RM4.76 per Share to the vendors. The acquisition was completed on 30 June 2025;
- (23) Share sale agreement dated 5 February 2026 between Parkland Residence (as vendor) and Shareholders of Excel VC (as purchasers) for the Disposal of Pentagon Hybrid for a cash consideration of RM20,000.00. The Disposal of Pentagon Hybrid was completed on 5 February 2026;
- (24) Share sale agreement dated 5 February 2026 between Parkland Residence (as vendor) and Shareholders of Excel VC (as purchasers) for the Disposal of Pentagon Fuels for a cash consideration of RM20,000.00. The Disposal of Pentagon Fuels was completed on 5 February 2026;
- (25) Share sale agreement dated 5 February 2026 between Parkland City Sdn Bhd (as vendor) and Shareholders of Excel VC (as purchasers) for the Disposal of Pentagon Petro for a cash consideration of RM900,000.00. The Disposal of Pentagon Petro was completed on 5 February 2026;
- (26) Shareholders' agreement dated 28 April 2023 between TYT Builders, Ong Wee Kian, Tan Kia Sik and Poh Yan Xiong governing their respective rights and obligations as shareholders of TSB Builders, in which TYT Builders holds 51.0% shareholdings, Ong Wee Kian holds 15.0% shareholdings, Tan Kia Sik holds 29.0% shareholdings and Poh Yan Xiong holds 5.0% shareholdings in TSB Builders. The agreement remains in full force and effect unless, amongst others, terminated by a written agreement signed by all shareholders to terminate the agreement;
- (27) Shareholders' Agreement dated 29 May 2026 between Xinyi Power Station Malaysia and Parkland City governing their respective rights and obligations as shareholders of Parkland Techpark, in which Parkland City holds 60.0% shareholdings and Xinyi Power Station Malaysia holds 40.0% shareholdings in Parkland Techpark. The agreement remains in full force and effect unless, amongst others, terminated earlier by mutual agreement or due to unforeseeable circumstances and in accordance with the terms of the agreement; and
- (28) Joint venture agreement dated 10 June 2026 ("**PTD 206735 JVA**") between Parkland Techpark and Cahaya Bumimas Sdn Bhd for the development of the land held under HS(M) 5672, PTD 206735, Mukim Plentong, District of Johor Bahru, State of Johor into a commercial and industrial hub. Pursuant to the PTD 206735 JVA, in consideration of Cahaya Bumimas Sdn Bhd appointing Parkland Techpark as the sole and exclusive developer of the development project for the respective land, Cahaya Bumimas Sdn Bhd is entitled to the landowner's entitlement comprising the following:

15. ADDITIONAL INFORMATION (CONT'D)

- (a) land entitlement, being 25.0% of the total net development value or a minimum of RM219,500,000.00 (excluding the sale price of the building to be erected thereof or any other cost or expenses incurred) but shall not lower than the minimum land cost of RM219,500,000.00;
- (b) profit sharing entitlement, being 10.0% on profit before tax derived from the development project under the PTD 206735 JVA. For the "data centre development component" under the PTD 206735 JVA, the 10% shall be calculated based on a selling price of up to RM70.00/sq ft. For the "non-data centre development component" under the PTD 206735 JVA, the 10% shall be calculated based on the actual selling price; and
- (c) data centre land profit entitlement, being 20.0% profit sharing calculated on the portion of the selling price over and above RM70.00/sq ft based on the net saleable area of the land, with no costs to be deducted.

As at the LPD, the development has yet to commence.

- (29) Underwriting Agreement dated [●] entered into between our Company and our Underwriter, where our Underwriter has agreed to underwrite up to [●] IPO Shares made available for application under the Retail Offering for an underwriting commission of [●]% of the total value of the underwritten IPO Shares at the IPO Price in accordance with the terms of the Underwriting Agreement.

15.5 MATERIAL LITIGATION

Save as set out in **Section 7.26.1(1)** of this Prospectus, as at the LPD, our Group is not engaged in any governmental proceedings and/or any material litigation, claims and/or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings which may have or have had, material or significant effects on our financial position or profitability, in the 12 months immediately preceding the date of this Prospectus.

15.6 CONSENTS

- (i) The written consents of our Principal Adviser, Placement Agent, Underwriter, Legal Adviser, Company Secretaries, Share Registrar and Issuing House listed in the Corporate Directory of this Prospectus for the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issuance of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of our Auditors and Reporting Accountants for the inclusion in this Prospectus of its name and all references thereto, the Accountants' Report and the Reporting Accountants' Report on the Pro Forma Consolidated Statements of Financial Position in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of our IMR for the inclusion in this Prospectus of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.
- (iv) The written consent of our Valuer for the inclusion in this Prospectus of its name, the Valuation Certificates, valuation reports and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and has not subsequently been withdrawn.

15. ADDITIONAL INFORMATION (CONT'D)

15.7 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at No. 60-1, Jalan Lagenda 5, Taman 1 Lagenda, 75400 Melaka, during office hours for a period of 6 months from the date of this Prospectus:

- (i) our Constitution;
- (ii) Accountants' Report as set out in **Section 13** of this Prospectus;
- (iii) Reporting Accountants' Report on the Pro Forma Consolidated Statements of Financial Position as set out in **Section 12.9** of this Prospectus;
- (iv) letters of consent as set out in **Section 15.7** of this Prospectus;
- (v) material contracts as set out in **Sections 7.24.2 and 15.4** of this Prospectus;
- (vi) audited financial statements of our Company and Subsidiaries for the FYEs 2023, 2024 and 2025, where applicable;
- (vii) audited interim financial report of our Company for the FPE 2026;
- (viii) IMR Report as set out in **Section 8** of this Prospectus; and
- (ix) Valuation Certificates as set out in **Section 14** of this Prospectus and the valuation reports dated 30 April 2026.

15.8 RESPONSIBILITY STATEMENTS

Our Directors, Promoters and Offerors have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. Having made all reasonable enquiries and to the best of their knowledge and belief, they confirm that there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

HLIB, being our Principal Adviser, Placement Agent and Underwriter in relation to our IPO, acknowledges that, based on all available information, and to the best of their knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.

[The rest of this page has been intentionally left blank]