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**10. RELATED PARTY TRANSACTIONS**

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**10.1 RELATED PARTY TRANSACTIONS**

Under the Listing Requirements, a “**related party transaction**” is a transaction entered into by a listed issuer or its subsidiaries that involves the interest, direct or indirect, of a related party. A “related party” of a listed issuer is:

- (i) a director, having the meaning given in Section 2(1) of the CMSA, and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a director of the listed issuer, its subsidiary or holding company or a chief executive of the listed issuer, its subsidiary or holding company; or
- (ii) a major shareholder, and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed issuer or its subsidiaries or holding company, having an interest or interests in one or more voting shares in a corporation and the number or aggregate number of those shares, is:
  - (a) 10.0% or more of all the voting shares in the corporation; or
  - (b) 5.0% or more of all the voting shares in the corporation where such person is the largest shareholder of the corporation; or
- (iii) a person connected with such director or major shareholder.

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**10. RELATED PARTY TRANSACTIONS (CONT'D)****10.1.1 Material related party transactions entered into by our Group**

Save as disclosed below, there is no material related party transaction, existing or proposed, entered or to be entered into by our Group which involves the interests, direct or indirect, of our Directors, major shareholders and/or persons connected with them for the Financial Periods Under Review and up to the LPD:

**A. Business activities**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	RM'000
1.	Durable Industries Sdn Bhd ("Durable Industries")	(i) TYT Builders	<b>Interested Director, and substantial shareholder of Parkland</b>	(a) Purchase of mainly ready-mix concrete by TYT Builders from Durable Industries^	@	24,952 (7% of our cost of sales)	35,960 (10% of our cost of sales)	35,205 (8% of our cost of sales)	22,683 (9% of our cost of sales)	11,987
			▪ Datuk Tan	(b) Provision of general construction services by TYT Builders for Durable Industries^	(1)	230 (<1% of our revenue)	111 (<1% of our revenue)	13 (<1% of our revenue)	10 (<1% of our revenue)	7
			<b>Interested Directors and Promoters of Parkland</b>							
			▪ Ting KK	(c) Rental of vacant land by TYT Builders (sub-tenant) from Durable Industries (tenant) for workers' accommodation for the Parkland Avenue by The Sea project	(2)	15 (<1% of our cost of sales)	72 (<1% of our cost of sales)	66 (<1% of our cost of sales)	36 (<1% of our cost of sales)	24
			▪ Jacky Toh							
			<b>Interested substantial shareholders of Parkland</b>							
			▪ Datuk Yap							
			▪ Ching Ah Lai							
			Ching Ah Lai's son, Ching Tai Poh, is a director and shareholder of Durable Industries.	(This transaction will cease upon completion of the development of Parkland Avenue by The Sea)						

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
		(ii) AVE Engineering	Metro Concrete Sdn Bhd ("Metro Concrete") is a shareholder of Durable Industries.	Purchase of mainly ready-mix concrete by AVE Engineering from Durable Industries^	@	#2,509 (1% of our cost of sales)	#8,983 (2% of our cost of sales)	#4,697 (1% of our cost of sales)	30 (<1% of our cost of sales)	-
		(iii) TSB Builders	Datuk Tan, Ting KK, Jacky Toh and Datuk Yap are shareholders of Metro Concrete. Datuk Tan and Datuk Yap are also directors of Metro Concrete.	Purchase of mainly ready-mix concrete by TSB Builders from Durable Industries^	@	-	7,732 (2% of our cost of sales)	8,431 (2% of our cost of sales)	3,862 (2% of our cost of sales)	5,870
		(iv) Parkland Building Materials		Purchase of mainly ready-mix concrete by Parkland Building Materials from Durable Industries	@	-	-	-	4,643 (2% of our cost of sales)	*
				<i>(Parkland Building Materials is dormant as at the LPD)</i>						
2.	Atlantis Venture	(i) Parkland City	<b>Interested substantial shareholder of Parkland</b> ▪ Ching Ah Lai  Atlantis Venture is one of our non-wholly owned Subsidiaries. One of	(a) Acquisition of a parcel of land located in Kluang, Johor by Parkland City (purchaser) from Atlantis Venture (vendor)	(3)	-	38,799 (6% of our NA)	-	-	-

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	RM'000
			Atlantis Venture's shareholders is Power Structure Sdn Bhd holding 33.3% shareholdings.	(b) Payment of landowners' entitlement by Parkland City (developer) to Atlantis Venture (landowner)	(4)	32,905 (10% of our cost of sales)	18,092 (5% of our cost of sales)	17,943 (4% of our cost of sales)	6,112 (2% of our cost of sales)	7,024
			Ching Ah Lai is a director and indirect shareholder of Atlantis Venture via his shareholdings in Power Structure.	<i>(This transaction will cease upon completion of the development of Taman Bukit Perdana)</i>						
	(ii)	Subsidiaries of our Group <sup>(5)</sup>		Rental and facility charges paid by subsidiaries of our Group (tenants) to Atlantis Venture (landlord)^	(5)	708 (3% of our administrative expenses)	789 (3% of our administrative expenses)	803 (2% of our administrative expense)	376 (2% of our administrative expense)	246
	(iii)	Parkland Avenue		Purchase of a light-emitting diode ("LED") billboard by Parkland Avenue (purchaser) from Atlantis Venture (vendor)	(6)	120 (<1% of our NA)	-	-	-	-
	(iv)	Parkland City, Parkland Avenue, Parkland Central and Parkland Global		Rental of a LED billboard by subsidiaries of our Group from Atlantis Venture  <i>(This transaction has ceased in FYE 2023)</i>	@	36 (<1% of our selling and promotion expenses)	-	-	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	RM'000
3.	Senga Bina Sdn Bhd ("Senga Bina")	TSB Builders	<b>Interested director and major shareholder of TSB Builders</b> ▪ Ong Wee Kian	(a) Procurement of reconditioned construction equipment, mainly aluminium formwork and scaffolding by TSB Builders from Senga Bina	(7)	-	1,771 (<1% of our cost of sales)	118 (<1% of our cost of sales)	1 (<1% of our cost of sales)	*
			<b>Interested director of TSB Builders</b> ▪ Poh Yan Xiong							
			<b>Interested major shareholder of TSB Builders</b> ▪ Tan Kia Sik	(b) Provision of site support services by Senga Bina to TSB Builders^	(8)	-	96 (<1% of our cost of sales)	605 (<1% of our cost of sales)	775 (<1% of our cost of sales)	546
			Ong Wee Kian and Poh Yan Xiong are directors of Senga Bina. Ong Wee Kian, Poh Yan Xiong and Tan Kia Sik are shareholders of Senga Bina.	(c) Purchase of crusher run by TSB Builders from Senga Bina	@	-	242 (<1% of our cost of sales)	337 (<1% of our cost of sales)	251 (<1% of our cost of sales)	1
				(d) Provision of management services by Senga Bina to TSB Builders^	(9)	-	8 (<1% of our cost of sales)	66 (<1% of our cost of sales)	16 (<1% of our cost of sales)	-
				(e) Diesel charges paid by TSB Builders to Senga Bina	(8)	-	58 (<1% of our cost of sales)	-	-	5

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	RM'000
				(f) Provision of construction services by Senga Bina to TSB Builders	(10)	-	-	87 ( $<1\%$ of our cost of sales)	-	-
4.	Lai Pau Construction Sdn Bhd ("Lai Pau Construction")	(i) TYT Builders	<b>Interested substantial shareholder of Parkland</b> ▪ Ching Ah Lai  Ching Tai Kuen is a director and indirect shareholder of Lai Pau Construction via his shareholdings in LPC Group Berhad. Ching Tai Kuen is the child of Ching Ah Lai.	(a) Purchase of mainly construction materials, including sand and crusher run, by TYT Builders from Lai Pau Construction^	(8)	383 ( $<1\%$ of our cost of sales)	357 ( $<1\%$ of our cost of sales)	459 ( $<1\%$ of our cost of sales)	64 ( $<1\%$ of our cost of sales)	5
				(b) Hiring of machineries comprising mainly excavators by TYT Builders from Lai Pau Construction^	(10)	225 ( $<1\%$ of our cost of sales)	219 ( $<1\%$ of our cost of sales)	81 ( $<1\%$ of our cost of sales)	10 ( $<1\%$ of our cost of sales)	42
				(c) Provision of site support services by Lai Pau Construction to TYT Builders^	@	29 ( $<1\%$ of our cost of sales)	9 ( $<1\%$ of our cost of sales)	3 ( $<1\%$ of our cost of sales)	-	-
				(d) Rental of site office^ and warehouse by TYT Builders (tenant) from Lai Pau Construction (landlord)	(11)	29 ( $<1\%$ of our cost of sales)	46 ( $<1\%$ of our cost of sales)	34 ( $<1\%$ of our cost of sales)	27 ( $<1\%$ of our cost of sales)	12

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
				<i>(The rental of warehouse has ceased as at the LPD)</i>						
				(e) Reimbursements paid by Lai Pau Construction to TYT Builders for the procurement of construction materials	(12)	11 (<1% of our other income)	21 (1% of our other income)	44 (<1% of our other income)	1 (<1% of our other income)	14
	(ii)	Parkland Avenue		Provision of general construction services by Lai Pau Construction to Parkland Avenue^	(13)	5,801 (2% of our cost of sales)	7,771 (2% of our cost of sales)	6,153 (2% of our cost of sales)	292 (<1% of our cost of sales)	991
	(iii)	Parkland City		Provision of general construction services by Lai Pau Construction for Parkland City^	(13)	374 (<1% of our cost of sales)	786 (<1% of our cost of sales)	-	-	-
	(iv)	Merlimau Land		Provision of general construction services by Lai Pau Construction for Merlimau Land	(8)	-	117 (<1% of our cost of sales)	116 (<1% of our cost of sales)	-	67
				<i>(This transaction will cease upon completion of the development of Taman Desa Sungai Rambai)</i>						

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
5.	SS Trading & Construction ("SS Trading")	TYT Builders	<b>Interested Director, and substantial shareholder of Parkland</b> ▪ Datuk Tan	(a) Mainly purchases of construction materials, including sand and crusher run, from SS Trading^	(8)	638 ( $<1\%$ of our cost of sales)	976 ( $<1\%$ of our cost of sales)	507 ( $<1\%$ of our cost of sales)	254 ( $<1\%$ of our cost of sales)	316
				Datuk Tan and his spouse, Datin Yap Lee Nah are partners in SS Trading.	(b) Reimbursements paid by SS Trading to TYT Builders for general services	(12)	-	-	14 ( $<1\%$ of our other income)	10 ( $<1\%$ of our other income)
6.	Poh Chie Tat	Merlimau Land	<b>Interested substantial shareholder of Parkland</b> ▪ Poh Seng Kian	Payment of landowner's entitlement by Merlimau Land (developer) to Poh Chie Tat (landowner)	(14)	-	-	1,009 ( $<1\%$ of our cost of sales)	290 ( $<1\%$ of our cost of sales)	50
			Poh Chie Tat is Poh Seng Kian's son.	<i>(This transaction will cease upon completion of the development of Taman Desa Sungai Rambai)</i>						
7.	Chee Siah Le Kee & Partners	Parkland Avenue	<b>Interested Director of Parkland</b> ▪ Datin Siah Li Mei	Provision of legal services	(15)	-	-	-	-	125
			Datin Siah Li Mei is a partner of Chee Siah Le Kee & Partners.							

**10. RELATED PARTY TRANSACTIONS (CONT'D)****Notes:**

- \* Negligible.
- ^ Our Group anticipates the transaction to be recurrent in nature and will subsist after our Listing.
- # These related party transactions were transacted prior to the Acquisition of AVE Engineering (as defined in **Section 10.1.1.D.2** below) and the Acquisition of Megaform Builders (as defined in **Section 10.1.1.D.3** below). Please refer to **Sections 15.4 (21) and (22)** of this Prospectus for details of the said acquisitions respectively.
- @ Our Board is of the view that the related party transactions were carried out on arm's length basis and based on normal commercial terms which were not more favourable to the related parties than those generally available to third parties and accordingly they were not detrimental or unfavourable to our Group. The arm's length assessment was based on, amongst other, transfer pricing assessment, comparable quotations or invoices from third-party suppliers, comparable quotations or invoices provided by the related parties to third-parties, or comparative analysis of market rates for the rental of LED billboard within the vicinity area.
- (1) Given that construction services are inherently project-specific, with scope and specifications varying according to the nature of each development, the services were not carried out on arm's length basis as there were no appropriate third-party comparable. Nonetheless, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company as the charges imposed to Durable Industries were able to defray the actual cost incurred by TYT Builders. The charges for the services rendered were charged by TYT Builders to Durable Industries at cost without any profit margin, or with a profit margin imposed to the costs incurred.
- (2) Durable Industries (tenant) and TYT Builders (sub-tenant) entered into a sublet agreement dated 15 April 2023 (as supplemented by notice of extension dated 1 March 2026 with salient terms as follows:

<b>Salient term</b>	<b>Description of sublet agreement</b>
Sub-let property	: Part of a vacant leasehold land located at Kota Laksamana, Melaka
Term	: Approximately 34 months up to 28 February 2026 and further extended to 28 February 2027
Terms of renewal	: Renewable by TYT Builders for a further term of 1 year from the date of expiry by giving at least 2 months prior written notice to Durable Industries
Monthly rental	: RM6,000.00
Termination	: The tenant has the right to terminate the sublet agreement and reclaim the premises if, amongst other, the following occurs: <ul style="list-style-type: none"> <li>(a) non-payment of rent for a period 7 days from the date the rental is payable; or</li> <li>(b) breach or non-performance or non-observance of any terms of the sublet agreement; or</li> </ul>

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<u>Salient term</u>	<u>Description of sublet agreement</u>
	<p>(c) the sub-tenant enters into any creditors' arrangements, goes into liquidation or has a receiver appointed over its assets.</p> <p><i>This termination does not affect any rights or remedies which either party may have against the other in respect of any antecedent breach of any covenants as contained in the sublet agreement.</i></p>

*This transaction was not considered to be carried out on arm's length basis, but the sublet nonetheless was at terms and conditions not unfavourable to TYT Builders as the rental rates are below the prevailing market rates of similar vacant lands within the vicinity. Hence, our Board is of the view that the monthly rental is not detrimental or unfavourable to the non-interested shareholders of our Company.*

(3) *Parkland City (purchaser) entered into a sale and purchase agreement with Atlantis Venture (vendor) dated 1 December 2023 to acquire a parcel of approximately 42.4 hectares freehold land identified as HS(D) 88107, PTD 108324, Mukim Kluang, Daerah Kluang, Negeri Johor. Our Board is of the view that the transaction was carried out on arm's length basis as the purchase consideration aligns with the market value ascribed by an independent property valuer. Please refer to **Section 15.4(9)** of this Prospectus for further details on the sale and purchase agreement, and **item 38 of Annexure A.4** of this Prospectus for further details of the land.*

(4) *Atlantis Venture (landowner) and Parkland City (developer) had entered into a JVA dated 16 October 2018 and the supplementary agreements dated 10 March 2020, 23 August 2023 and 25 April 2024, respectively, to develop the lands held under H.S.(D) 83232, PTD 101997, Mukim Kluang, Daerah Kluang, Negeri Johor and H.S.(D) 88108, PTD 108325, Mukim Kluang, Daerah Kluang, Negeri Johor into a mixed development which forms part of a township project known as Taman Bukit Perdana. The salient terms of the JVA are set out as follows:*

<u>Salient term</u>	<u>Description</u>
Completion	: <i>Within 120 months from 16 October 2018 (the date of the agreement)</i>
Landowner's entitlement	: <i>Minimum of RM140.0 million or at a percentage of total sales of various components within the development, whichever higher</i>
Termination	: (a) <i>The JVA may be terminated by the developer if the landowner is in breach of any of its material obligations under the JVA and fails to remedy the default within 30 days. In such event, the developer shall have the absolute right either to claim for specific performance against the landowner or to immediately terminate the JVA in which event the landowner shall refund to the developer all payments made by the developer and reimburse all such expenses incurred by the developer pursuant to the JVA. The landowner shall further pay a sum of RM100,000 as agreed liquidated damages.</i>  (b) <i>The JVA may be terminated by the landowner if, amongst others:</i> (i) <i>the developer fails to deliver the landowner's units to the landowner;</i> (ii) <i>the developer suspends or abandons the development;</i>

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Salient term</b>	<b>Description</b>
	(iii) the developer commits any material breach of the terms and covenant in the JVA;
	(iv) any step is taken by or against the developer for its winding up,
	and the developer fails to remedy the default within 30 days, then the landowner shall have the absolute right to immediately terminate the JVA and shall be entitled to forfeit the deposit absolutely.

Our Board is of the view that the payment of landowner's entitlement was carried out on arm's length basis and based on normal commercial terms, and is within the market range offered by third party landowners to our Group in respect of JVAs after taking into consideration the transfer pricing assessment. Please refer to **Section 15.4(2)** of this Prospectus for further details on the JVA, and **Section 7.5.2.4** of this Prospectus for further details on Taman Bukit Perdana.

- (5) Atlantis Venture (landlord) had entered into a rental and administrative support agreement dated 1 July 2020 ("**Rental and Administrative Support Agreement**"), with Parkland City, Parkland Residence, Parkland Avenue, Parkland Global, Parkland Central, Parkland Diversified, Megaform Builders, AVE Engineering and TYT Builders (tenants), whereby Atlantis Venture rented out its property to be used as our Group's Head Office and as service provider for building administration, maintenance works and management services. Further to a revision letter dated 1 July 2025, the total rental and administrative costs are presently shared amongst Parkland City, Parkland Avenue, Parkland Global, Parkland Central, Parkland Energy Sdn Bhd (now known Pentagon Petro Sdn Bhd), Parkland RPVI, Parkland Southern, Ortus Synergy, Megaform Builders, AVE Engineering, TYT Builders and TSB Builders. Following the Disposal of Pentagon Petro on 5 February 2026, Pentagon Petro Sdn Bhd still continues to rent its office space in our Group's Head Office from Atlantis Venture under the existing arrangement. The salient terms of the Rental and Administrative Support Agreement are set out as follows:

<b>Salient term</b>	<b>Description</b>
Term	: The Rental and Administrative Support Agreement will remain in effect indefinitely commencing from the date of the agreement unless and until a notice of termination is served by either party (ie, landlord or tenants) to the other party to terminate the agreement.
Termination	: Either party may terminate the agreement by giving to the other party not less than 30 days' prior written notice.
Rental & Rental Rate	: The rental is subject to rental increment during each renewal term and such increment rate shall be in accordance to the prevailing market rate at the relevant time.

This transaction was not carried out on arm's length basis as there is no appropriate third-party comparable to ascertain whether the services charged were on arm's length basis. Hence, the rental and support service will cease upon moving our Head Office to the office building at Parkland Avenue by The Sea. The said development is currently ongoing and is expected to complete in the 4<sup>th</sup> quarter of year 2026.

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

- (6) *The purchase of a LED billboard by Parkland Avenue (purchaser) from Atlantis Venture (vendor) was not carried out on arm's length basis but was nonetheless more favourable to our Group as the LED billboard was acquired at a discount to its audited carrying amount as at 30 June 2022. Hence, our Board is of the view that this transaction is not detrimental or unfavourable to the non-interested shareholders of our Company.*
- (7) *These transactions relate to mainly procurement of reconditioned construction equipment for project-specific requirements. Hence, they were not carried out on arm's length basis as there were no readily available third-party quotation for comparison. Nonetheless, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company as the total transaction value is less than 1% of our cost of sales.*
- (8) *These transactions were not carried out on arm's length basis as not all goods or services provided to our Group, such as the purchase of construction materials, provision of site support services, diesel charges and provision of general construction services, were priced within the range of market prices, but they were nonetheless in general more favourable to our Group as the rates are below prevailing market rates in comparison to third party invoices or quotations and/or comparable quotations or invoices provided by the related parties to third parties. Hence, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company.*
- (9) *These transactions relate to payments for costs directly incurred by the related party on our behalf. These transactions were not deemed to be carried out on arm's length basis as there were no third-party comparables given that these charges were on a direct cost-recovery basis. Hence, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company.*
- (10) *These transactions were not carried out on arm's length basis as there were no readily available third-party comparables for services, such as the hiring of specialised machineries and provision of construction services for project-specific requirements. Nonetheless, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company as the costs were incurred for our Group's development projects which form part of the budgeted GDC and are generally passed through to our customers upon sale of the properties developed to generate developer's profit.*
- (11) *Lai Pau Construction (landlord) and TYT Builders (tenant) entered into a tenancy agreement on 1 July 2022, whereby TYT Builders rented from Lai Pau Construction a single storey warehouse located at Taman Tanjung Minyak Perdana, Melaka for storage of construction materials with a monthly rental of RM2,000.00. TYT Builder has ceased its rental for the single-storey warehouse from Lai Pau Construction since March 2026.*

*Subsequently, the parties entered into tenancy agreements on 1 April 2023 and 15 July 2025 as follows:*

<b>Date of tenancy agreement</b>	<b>Location</b>	<b>Rental period</b>	<b>Monthly rental</b>	<b>Status</b>
1 April 2023	1 <sup>st</sup> floor, 3-1, Jalan KSB 14, Taman Kota Syahbandar, 75200 Melaka	1 April 2023 to 29 August 2024	RM1,200.00	Ceased rental on 29 August 2024

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b><i>Date of tenancy agreement</i></b>	<b><i>Location</i></b>	<b><i>Rental period</i></b>	<b><i>Monthly rental</i></b>	<b><i>Status</i></b>
15 July 2025	Ground and 1 <sup>st</sup> floor, 3, 3-1, Jalan KSB 14, Taman Kota Syahbandar, 75200 Melaka	1 August 2025 to 28 February 2026	RM2,300.00	Terminated on expiry
1 April 2023	2 <sup>nd</sup> floor, 3-2, Jalan KSB 14, Taman Kota Syahbandar, 75200 Melaka	1 April 2023 to 31 March 2027 <sup>(a)</sup>	RM600.00	Active

**Note:**

(a) The tenancy for the 2<sup>nd</sup> floor unit was renewed on 13 March 2026 for a further period of 1 year, effective until 31 March 2027.

As at the LPD, TYT Builders (tenant) continues to rent the 2<sup>nd</sup> floor of a unit of shop office located at 3-2, Jalan KSB 14, Taman Kota Syahbandar, 75200 Melaka from Lai Pau Construction (landlord) as site office of TYT Builders, the salient terms of the tenancy agreement dated 1 April 2023 which are set out as follows:

<b><i>Salient term</i></b>	<b><i>Description of tenancy agreement</i></b>
Term	: 3 years (from 1 April 2023 to 31 March 2026) and further extended to 31 March 2027
Terms of renewal	: Renewable by TYT Builders for a further term of 1 year with prior written notice of at least 1 month to Lai Pau Construction
Termination and forfeiture of deposit	: (a) Amongst others, if the tenant fails to pay rents within 7 days of its due date or breaches any of its covenants under the tenancy agreement or enters into any composition with its creditors or wound up by its creditors, then the landlord may serve a forfeiture notice to the tenant to remedy the breach. If such breach is not remedied by the tenant within the period given, the landlord shall have the right to re-enter and take possession of the tenanted property thereby terminating the tenancy. The Landlord shall be entitled to forfeit the deposits paid and retain the right to pursue claims for any antecedent breach.  (b) The rental deposit shall be forfeited by the landlord as agreed liquidated damages if the tenant fails to occupy the said premises for full term of the tenancy or for the full term of renewal of the tenancy (if renewed) and thereupon the tenancy agreement shall be treated as null and void and either party shall have no further claims against each other, except for claims for antecedent breaches.
Monthly rental	: 1 <sup>st</sup> floor - RM1,200.00 2 <sup>nd</sup> floor - RM600.00 Total - RM1,800.00
Purpose	: Office and store.

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

*These transactions were not considered to be carried out on arm's length basis, but the tenancy nonetheless was at terms and conditions not unfavourable to TYT Builders as the rental rates are below the prevailing market rates of similar properties within the vicinity. Hence, our Board is of the view that the monthly rental is not detrimental or unfavourable to the non-interested shareholders of our Company.*

- (12) *These transactions relate to reimbursements for costs directly incurred by us on behalf of the related parties. Our Board is of the view that these transactions were carried out on arm's length basis and based on normal commercial terms, as the prices charged by us to related parties are on a direct cost-recovery basis.*
- (13) *These transactions were not carried out on arm's length basis as the variation orders issued for the construction services have no third-party comparables. Nonetheless, our Board is of the view that these transactions are not detrimental or unfavourable to the non-interested shareholders of our Company as the contract sum at the point of the award for construction services, prior to any variation orders, were more favourable to our Group in comparison to third party quotations. Further, the total costs were incurred for our Group's development projects which form part of the budgeted GDC and are generally passed through to our customers upon sale of the properties developed to generate developer's profit.*
- (14) *Poh Chie Tat (landowner) and Merlimau Land (developer) have entered into a JVA on 25 February 2020 and a supplemental letter on 26 April 2024 for the development of a piece of land held under GM 370, Lot 1707, Mukim Sungai Rambai, District of Jasin, State of Melaka into a residential project known as Taman Desa Sungai Rambai. The salient terms of the JVA are set out as follows:*

<b><i>Salient term</i></b>	<b><i>Description</i></b>
<i>Completion</i>	<i>: Within 4 years from 25 February 2020 and with an extension of 2 years period immediately after the expiration of the 4 years period subject to the payment of interests at the rate of 8% per annum calculated on daily basis.</i>
<i>Landowner's entitlement</i>	<i>: 17% of the total sale proceeds (less any rebate or discount given by the developer to its purchaser) in cash. The payment of such sum by the developer shall be made within 3 months after Certificate of Completion and Compliance (CCC) of the project is obtained.</i>

*Our Board is of the view that the payment landowner's entitlement was carried out on arm's length basis and based on normal commercial terms, within the market range of landowner's entitlement which were not detrimental or unfavourable to the non-interested shareholders of our Company.*

*Please refer to **Section 7.5.3.1(vi)** of this Prospectus for further information on Taman Desa Sungai Rambai.*

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

(15) *The legal services relating to conveyancing and banking matters were provided to our Group during the Financial Periods Under Review. The legal services were subsequently identified as related party transactions upon appointment of the Independent Non-Executive Director. Our Board is of the view that these related party transactions were carried out on arm's length basis and based on normal commercial terms which are not detrimental or unfavourable to the non-interested shareholders of our Company as the legal services provided to our Group were comparable to those from other law firms.*

**B. Sale of properties developed by our Group**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
1.	VL Global Capital Sdn Bhd ("VL Global")	Parkland Avenue	<b>Interested Promoter and substantial shareholder of Parkland</b>	<b>Director, and of</b> Purchase of 1 unit double storey shop office in Bandar Botani Parkland by VL Global from Parkland Avenue	(1)	339 (<1% of our revenue)	135 (<1% of our revenue)	-	-	-
			▪ Datuk Tan  Datuk Tan and his spouse, Datin Yap Lee Nah are the directors and shareholders of VL Global.							
2.	LV Global Capital Sdn Bhd ("LV Global")	Parkland Avenue	<b>Interested Promoter and substantial shareholder of Parkland</b>	<b>Director, and of</b> Purchase of 28 units serviced apartments in Parkland Avenue by The Sea by LV Global from Parkland Avenue	(1)	-	-	1,188 (<1% of our revenue)	3,575 (<1% of our revenue)	1,663
			▪ Datuk Tan  Datin Yap Lee Nah, spouse of Datuk Tan, is a director and shareholder of LV Global.							

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD RM'000
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	
			Datuk Tan's children namely Tan Shu Joe and Tan Shu Yee are shareholders of LV Global.							
3.	Individual family members of Datuk Tan	(i) Parkland Avenue	<b>Interested Director, and Promoter substantial shareholder of</b>	(a) Purchase of 9 units serviced apartments in Parkland Avenue by The Sea from Parkland Avenue	(1)	-	36 (<1% of our revenue)	388 (<1% of our revenue)	1,089 (<1% of our revenue)	341
			▪ Datuk Tan	(b) Purchase of 2 units double-storey shop office in Bandar Botani Parkland from Parkland Avenue	(1)	437 (<1% of our revenue)	220 (<1% of our revenue)	-	-	-
		(ii) Parkland Residence		Purchase of 1 unit of serviced apartment in B11 Parkland Residence @ Cheras South from Parkland Residence	(1)	120 (<1% of our revenue)	-	-	-	-
4.	Kotaris Sdn Bhd ("Kotaris")	Parkland Avenue	<b>Interested Director and Promoter of Parkland</b>	Purchase of 20 units serviced apartments in Parkland Avenue by The Sea from Parkland Avenue	(1)	-	-	1,383 (<1% of our revenue)	2,529 (<1% of our revenue)	578
			▪ Ting KK							

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
			Soong Sau Chen, Ting KK's mother, is the sole director and shareholder of Kotaris.							
5.	Ting KK and his family members	(i) Parkland Avenue	<b>Interested Director and Promoter of Parkland</b> ▪ Ting KK	(a) Purchase of 1 unit serviced apartment in Parkland Avenue by The Sea from Parkland Avenue	(1)	-	-	37 (<1% of our revenue)	177 (<1% of our revenue)	25
				(b) Purchase of 2 units double-storey shop office in Bandar Botani Parkland from Parkland Avenue	(1)	449 (<1% of our revenue)	280 (<1% of our revenue)	-	-	-
		(ii) Parkland City		Purchase of 1 unit double storey semi-detached shop office in Taman Kluang Perdana from Parkland City	(1)	-	-	700 (<1% of our revenue)	492 (<1% of our revenue)	164
		(iii) Parkland Residence		Purchase of 1 unit serviced apartment in B11 Parkland Residence @ Cheras South from Parkland Residence	(1)	119 (<1% of our revenue)	-	-	-	-

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
6.	Individual family members of Datuk Yap	(i) Parkland Avenue	<b>Interested substantial shareholder of Parkland</b> ▪ Datuk Yap	(a) Purchase of 31 units serviced apartments in Parkland Avenue by The Sea from Parkland Avenue	(1)	-	60	1,507	3,826	1,337
							(<1% of our revenue)	(<1% of our revenue)	(<1% of our revenue)	
			<b>Interested Director and Promoter of Parkland</b> ▪ Jacky Toh	(b) Purchase of 1 unit double-storey shop office in Bandar Botani Parkland from Parkland Avenue	(1)	276	110	-	-	-
			Jacky Toh is the son-in-law of Datuk Yap.			(<1% of our revenue)	(<1% of our revenue)			
		(ii) Parkland City		Purchase of 2 units double storey semi-detached shop office in Taman Kluang Perdana from Parkland City	(1)	-	-	356	1,152	576
								(<1% of our revenue)	(<1% of our revenue)	
		(iii) Parkland Residence		Purchase of 5 units serviced apartments in B11 Parkland Residence @ Cheras South from Parkland Residence	(1)	559	-	-	-	-
						(<1% of our revenue)				
7.	Appollo Capital Holding Sdn Bhd ("Appollo Capital Holding")	Parkland Avenue	<b>Interested substantial shareholder of Parkland</b> ▪ Poh Seng Kian	Purchase of 22 units serviced apartments in Parkland Avenue by The Sea from Parkland Avenue	(1)	-	-	902	1,505	2,271
								(<1% of our revenue)	(<1% of our revenue)	

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
			Poh Chie Tat and Poh Yun Rou are the directors and shareholders of Appollo Capital Holding.							
			Tan Yee Mei, Poh Yun Li, Poh Yun Hong and Poh Chee Sheng are also shareholders of Appollo Capital Holding.							
			Tan Yee Mei is the spouse of Poh Seng Kian, and Poh Chie Tat, Poh Yun Rou, Poh Yun Li, Poh Yun Hong and Poh Chee Sheng are Poh Seng Kian's children.							
8.	Individual family members of Poh Seng Kian	Parkland Residence	<b>Interested substantial shareholder of Parkland</b> ▪ Poh Seng Kian	Purchase of 2 units serviced apartments in B11 Parkland Residence @ Cheras South from Parkland Residence	(1)	238 (<1% of our revenue)	-	-	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value^				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
9.	Individual family members of Ching Ah Lai	(i) Parkland Avenue	<b>Interested substantial shareholder of Parkland</b> ▪ Ching Ah Lai	Purchase of 14 units serviced apartments in Parkland Avenue by The Sea from Parkland Avenue for the FYE 2024 to FPE 2026.  Subsequently, the units were reduced to 12 units after revocation of purchases for 2 units.	(1)	-	68 (<1% of our revenue)	511 (<1% of our revenue)	452 (<1% of our revenue)	1,230
		(ii) Parkland Residence		Purchase of 1 unit serviced apartment in B11 Parkland Residence @ Cheras South from Parkland Residence	@	63 (<1% of our revenue)	-	-	-	-
10.	Chin Peck Li	Parkland Avenue	<b>Interested Director of Parkland</b> ▪ Chin Peck Li	Purchase of 1 unit serviced apartment in Parkland Avenue by The Sea from Parkland Avenue	@	-	-	-	-	201

**Notes:**

^ Based on progress billing.

@ The serviced apartment unit of B11 Parkland Residence @ Cheras South and Parkland Avenue by The Sea were sold on arm's length basis without any additional discount.

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

(1) *The transaction value for the sale of double-storey shop offices in Bandar Botani Parkland, double storey semi-detached shop office in Taman Kluang Perdana, serviced apartments of Parkland Avenue by The Sea and B11 Parkland Residence @ Cheras South, respectively, were not carried out on arm's length basis, as it is offered at a discounted price taking into consideration our Group's discount policy eligible to our business associates, shareholders, group employees and their immediate family members.*

**C. Financial assistance**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
1.	Atlantis Venture	(i) Parkland City	<b>Interested substantial shareholder of Parkland</b> ▪ Ching Ah Lai  Atlantis Venture is one of our non-wholly owned subsidiaries. One of Atlantis Venture's shareholders is Power Structure holding 33.33% shareholdings.	(a) Advances made by Atlantis Venture to Parkland City for working capital purposes	(1)	-	6,510 ( <i>&lt;1% of our NA</i> )	-	-	-
				(b) Repayment made from Parkland City to Atlantis Venture in respect of the above advances		-	1,800 ( <i>&lt;1% of our NA</i> )	2,500 ( <i>&lt;1% of our NA</i> )	500 ( <i>&lt;1% of our NA</i> )	-
			Ching Ah Lai is a director and indirect shareholder of Atlantis Venture via his shareholdings in Power Structure.	(c) Interest expenses in respect of the above advances		-	131 ( <i>1% of our finance cost</i> )	149 ( <i>1% of our finance cost</i> )	76 ( <i>&lt;1% of our finance cost</i> )	55
		(ii) Parkland Avenue		(a) Advances made by Atlantis Venture to Parkland Avenue for working capital purposes	(1)	4,000 ( <i>&lt;1% of our NA</i> )	800 ( <i>&lt;1% of our NA</i> )	-	-	-

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
				(b) Repayment made from Parkland Avenue to Atlantis Venture in respect of the above advances		1,200 (<1% of our NA)	800 (<1% of our NA)	900 (<1% of our NA)	-	-
				(c) Interest expenses in respect of the above advances		128 (2% of our finance cost)	202 (2% of our finance cost)	139 (1% of our finance cost)	77 (<1% of our finance cost)	65
		(iii) Parkland Global		(a) Advances made by Atlantis Venture to Parkland Global for working capital purposes	(1)^	900 (<1% of our NA)	500 (<1% of our NA)	-	-	-
				(b) Repayment made from Parkland Global to Atlantis Venture in respect of the above advances		3,533 (<1% of our NA)	1,408 (<1% of our NA)	-	-	-
				(c) Interest expenses in respect of the above advances		41 (<1% of our finance cost)	3 (<1% of our finance cost)	-	-	-

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	1 January 2026 up to the LPD RM'000
		(iv) TYT Builders		(a) Advances made by Atlantis Venture to TYT Builders for working capital purposes	(1)^	800 (<1% of our NA)	-	-	-	-
				(b) Repayment made from TYT Builders to Atlantis Venture in respect of the above advances		827 (<1% of our NA)	-	-	-	-
				(c) Interest expenses in respect of the above advances		27 (<1% of our finance cost)	-	-	-	-
		(v) Parkland Renewable Energy		(a) Advances made by Atlantis Venture to Parkland Renewable Energy for working capital purposes	(2)^	-	27,000 (5% of our NA)	-	-	-
				(b) Repayment made from Parkland Renewable Energy to Atlantis Venture in respect of the above advances		-	-	27,000 (4% of our NA)	-	-

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	
						RM'000	RM'000	RM'000	RM'000	RM'000
2.	Nusajaya Parkland Sdn Bhd ("Nusajaya Parkland")	Parkland City	<b>Interested Director, and substantial shareholder of Parkland</b>	(a) Advances made by Nusajaya Parkland to Parkland City for working capital purposes	(1)^	1,000 ( <i>&lt;1% of our NA</i> )	-	-	-	-
	<i>(under voluntary winding up)</i>		<b>Interested Directors and Promoters of Parkland</b>	(b) Repayment made from Parkland City to Nusajaya Parkland in respect of the above advances		-	110 ( <i>&lt;1% of our NA</i> )	125 ( <i>&lt;1% of our NA</i> )	926 ( <i>&lt;1 of our NA</i> )	-
			<b>Interested substantial shareholders of Parkland</b>	(c) Interest expenses in respect of the above advances		28 ( <i>&lt;1% of our finance cost</i> )	70 ( <i>&lt;1% of our finance cost</i> )	58 ( <i>&lt;1% of our finance cost</i> )	5 ( <i>&lt;1% of our finance cost</i> )	-
			<b>Interested directors of Parkland City</b>							

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	1 January 2026 up to the LPD RM'000
			Lai Pau Resources Sdn Bhd (“Lai Pau Resources”) and Savana Heights (“Savana Heights”) are shareholders of Nusajaya Parkland.							
			Poh Seng Kian and Ching Ah Lai are directors of Nusajaya Parkland.							
			Ching Ah Lai is an indirect shareholder of Nusajaya Parkland by virtue of his shareholdings in Lai Pau Resources. His children are also shareholders in Lai Pau Resources.							
			Datuk Tan, Datuk Yap, Ting KK, Jacky Toh, Poh Seng Kian, Poh Giok Kai and Tai Meow Pang are shareholders of Savana Heights.							

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value					
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD	
						RM'000	RM'000	RM'000	RM'000	RM'000	
3.	Pentagon Realty Sdn Bhd ("Pentagon Realty")	(i) Parkland Avenue	<b>Interested Promoter and substantial shareholder of Parkland</b> ▪ Datuk Tan	<b>Director, and of</b> (a) Advances made by Pentagon Realty to Parkland Avenue for working capital purposes	(1)^	800	-	600	-	-	
						( $<1\%$ of our NA)		( $<1\%$ of our NA)			
		(ii) Parkland Global	Datuk Tan, Datuk Yap, Ting KK and Jacky Toh are shareholders of Pentagon Realty.	(a) Repayment of advances made from Parkland Global to Pentagon Realty for working capital purposes	(1)^	120	30	50	659	-	
				(b) Interest expenses in respect of the above advances		45	46	40	4	-	
						( $<1\%$ of our finance cost)	( $<1\%$ of our finance cost)	( $<1\%$ of our finance cost)	( $<1\%$ of our finance cost)		

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
		(iii) Parkland City		(a) Advances made by Parkland City to Pentagon Realty for working capital purposes	(1)^	-	705 ( $<1\%$ of our NA)	-	-	-
				(b) Repayment made from Pentagon Realty to Parkland City in respect of the above advances		-	-	-	758 ( $<1\%$ of our NA)	-
				(c) Interest income in respect of the above advances		-	4 ( $<1\%$ of our interest income)	45 ( $<1\%$ of our interest income)	4 ( $<1\%$ of our interest income)	-
		(iv) Parkland Renewable Energy		(a) Advances made by Pentagon Realty to Parkland Renewable Energy for working capital purposes	(1)^	-	-	720 ( $<1\%$ of our NA)	-	-
				(b) Repayment made from Parkland Renewable Energy to Pentagon Realty in respect of the above advances		-	-	-	768 ( $<1\%$ of our NA)	-

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				1 January 2026 up to the LPD
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	RM'000
				(c) Interest expenses in respect of the above advances		-	-	44 ( $<1\%$ of our finance cost)	4 ( $<1\%$ of our finance cost)	-
4.	Kampajaya Realty Sdn Bhd ("Kampajaya Realty")  (Under voluntary winding up)	(i) Parkland Global	<b>Interested Promoter and substantial shareholder of Parkland</b> ▪ Datuk Tan	(a) Repayment of advances made from Parkland Global to Kampajaya Realty for working capital purposes	(1)^	130 ( $<1\%$ of our NA)	-	460 ( $<1\%$ of our NA)	-	-
			<b>Interested Directors and Promoters of Parkland</b> ▪ Ting KK ▪ Jacky Toh	(b) Interest expenses in respect of the above advances		28 ( $<1\%$ of our finance cost)	29 ( $<1\%$ of our finance cost)	8 ( $<1\%$ of our finance cost)	-	-
		(ii) Parkland Residence	<b>Interested substantial shareholder of Parkland</b> ▪ Datuk Yap  Datuk Tan and Datuk Yap are directors of Kampajaya Realty.  Datuk Tan, Datuk Yap, Ting KK and Jacky Toh are shareholders of Kampajaya Realty.	(a) Repayment of advances made from Parkland Residence to Kampajaya Realty for working capital purposes	(1)^	106 ( $<1\%$ of our NA)	-	-	-	-
				(b) Interest expenses in respect of the above advances		3 ( $<1\%$ of our finance cost)	-	-	-	-

**Notes:**

^ These advances have been fully repaid as at the LPD.

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

- (1) *These advances between our Group and the related parties were carried out on arm's length basis and based on normal commercial terms with interest rates ranging between approximately 5.5% to 7.0% per annum during the Financial Periods Under Review and were repayable on demand. These interest rates fall within the range of rates charged by financial institutions to our Group during the Financial Periods Under Review.*
- (2) *These advances between our Group and the related party are not considered by our Board to be on arm's length basis as no interest was charged given its immediate repayment.*

**D. Acquisition and disposal of equity interest in a corporation**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
1.	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, "Vendors")	Parkland	<b>Interested Director, Promoter and substantial shareholder of Parkland</b> <ul style="list-style-type: none"> <li>▪ Datuk Tan</li> </ul> <b>Interested Directors and Promoters of Parkland</b> <ul style="list-style-type: none"> <li>▪ Ting KK</li> <li>▪ Jacky Toh</li> </ul> <b>Interested substantial shareholders of Parkland</b> <ul style="list-style-type: none"> <li>▪ Datuk Yap</li> <li>▪ Poh Seng Kian</li> <li>▪ Ching Ah Lai</li> </ul> <p>Ting Kah Chun is Ting KK's brother, and Yap Boon Ta is Datuk Yap's son.</p>	Acquisition of equity interests of 1.9% in Parkland City; 1.0% in Parkland Residence; and 100.0% in TYT Builders by Parkland ("Acquisition of TYT Builders") from the Vendors	(1)	-	60,395 (10% of our NA)	-	-	-

## 10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	1 January 2026 up to the LPD RM'000
2.	Datuk Tan, Datuk Yap, Ting KK, Ching Ah Lai, Datuk Liem Ah Pau, Jacky Toh, Chu Hwee Boon, Lim Yee Huat, Yap Boon Ta, Kerk Lin Siong, Lim Poh Thong, Wong Tark Keong, Tan Chin Giap and Yong Kok Hin ("AVE Vendors")	TYT Builders	<b>Interested Director, Promoter and substantial shareholder of Parkland</b>  <b>Interested Directors and Promoters of Parkland</b>  <b>Interested substantial shareholders of Parkland</b>	Acquisition of 100.0% equity interest in AVE Engineering by TYT Builders from the AVE Vendors (" <b>Acquisition of AVE Engineering</b> ")	(2)	-	-	8,182 (1% of our NA)	-	-
			<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>							
				Yap Boon Ta is the son of Datuk Yap.						

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023 RM'000	FYE 2024 RM'000	FYE 2025 RM'000	FPE 2026 RM'000	1 January 2026 up to the LPD RM'000
3.	Datuk Tan, Datuk Yap, Ting KK, Ching Ah Lai, 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 ("MB Vendors")	TYT Builders	<b>Interested Director, Promoter and substantial shareholder of Parkland</b>  <b>Interested Directors and Promoters of Parkland</b>  <b>Interested substantial shareholders of Parkland</b>	Acquisition of 100.0% equity interests in Megaform Builders by TYT Builders from the MB Vendors (" <b>Acquisition of Megaform Builders</b> ")	(2)	-	-	8,077 (1% of our NA)	-	-
			<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>							
				Ting Kah Chun is the brother of Ting KK while Yap Boon Ta is the son of Datuk Yap.						

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature of relationship	Nature of transaction	Note	Transaction value				
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	1 January 2026 up to the LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
4.	Jacky Toh, Ting Kah Chun, Tee Kai Loon, Tan Seng Heng and Lim Hau Long ("Parkland Southern Vendors")	Parkland City	<b>Interested Directors and Promoters of Parkland</b> <ul style="list-style-type: none"> <li>▪ Ting KK</li> <li>▪ Jacky Toh</li> </ul> Ting Kah Chun is Ting KK's brother.	Acquisition of approximately 0.7% equity interest in Parkland Southern by Parkland City from the Parkland Southern Vendors ("Acquisition of Parkland Southern")	(2)	-	-	579 ( <1% of our NA)	-	-
5.	Shareholders of Excel VC	(i) Parkland Residence	<b>Interested Director, and substantial shareholder of Parkland</b> <ul style="list-style-type: none"> <li>▪ Datuk Tan</li> </ul>	(a) Disposal of Pentagon Fuels	(3)	-	-	-	-	20
				(b) Disposal of Pentagon Hybrid	(3)	-	-	-	-	20
		(ii) Parkland City	<b>Interested Directors and Promoters of Parkland</b> <ul style="list-style-type: none"> <li>▪ Ting KK</li> <li>▪ Jacky Toh</li> </ul> <b>Interested substantial shareholders of Parkland</b> <ul style="list-style-type: none"> <li>▪ Datuk Yap</li> <li>▪ Poh Seng Kian</li> <li>▪ Ching Ah Lai</li> </ul> Ting Kah Chun is Ting KK's brother, and Yap Boon Ta is Datuk Yap's son.	Disposal of Pentagon Petro	(3)	-	-	-	-	900

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**10. RELATED PARTY TRANSACTIONS (CONT'D)**

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**Notes:**

- (1) Our Company had on 17 May 2024 entered into a share sale agreement as detailed in **Section 15.4(12)** of this Prospectus to acquire the remaining 1.9% shareholdings in Parkland City not held by us, remaining 1.0% shareholding in Parkland Residence not held by us and 100.0% shareholdings in TYT Builders, for a total purchase consideration of approximately RM60.4 million and was arrived at on a willing-buyer willing-seller basis after taking into consideration the original costs of investment in Parkland City of RM4.5 million and Parkland Residence of RM1.3 million, as well as the consolidated audited NA attributable to the owners of TYT Builders as at 30 June 2023 of approximately RM60.8 million. Our Board is of the view that, save for Acquisition of TYT Builders which was not carried on arm's length basis but was nonetheless at terms and conditions not unfavourable to the Group as the purchase consideration was at a discount to the consolidated audited NA attributable to the owners of TYT Builders, these related party transactions were carried out on arm's length basis and based on normal commercial terms which were not detrimental or unfavourable to our Group.
- (2) Our Company had on 30 June 2025 entered into the following share sale agreements with the related parties as detailed in **Sections 15.4(20) to (22)** of this Prospectus to acquire the remaining shareholdings in the following companies on a willing-buyer willing-seller basis after taking into consideration the bases as set out below:
- (i) share sale agreement for the Acquisition of AVE Engineering and Acquisition of Megaform Builders, based on the audited NA of the respective target company as at 30 June 2024 after adjusting for dividend declared for FYE 2025 of approximately RM8.2 million and RM8.1 million respectively, for the acquisition of:
- 100.0% equity interest of AVE Engineering at a purchase consideration of approximately RM8.2 million;
  - 100.0% equity interest of Megaform Builders at a purchase consideration of approximately RM8.1 million; and
- (ii) share sale agreement for the Acquisition of Parkland Southern, based on the projected revalued NA of Parkland Southern derived from the audited NA as at 30 June 2024 after taking into consideration, amongst others, the net present value of the profit contribution from its ongoing development projects and the net revaluation surplus of its landbank for the acquisition of approximately 0.7% equity shareholdings of Parkland Southern at a purchase consideration of approximately RM0.6 million.

Our Board is of the view that these related party transactions were carried out on arm's length basis and based on normal commercial terms which were not detrimental or unfavourable to our Group.

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**10. RELATED PARTY TRANSACTIONS (CONT'D)**


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- (3) Our Group had on 5 February 2026 entered into the following share sale agreements with the related parties as detailed in **Sections 15.4(23) to (25)** of this Prospectus for the following:
- (i) share sale agreement between Parkland Residence (as vendor) and the Shareholders of Excel VC (as purchasers) relating to the Disposal of Pentagon Fuels at a cash consideration of RM20,000.00 on a “willing-buyer willing-seller” basis after taking into consideration the audited accumulated losses and NA of Pentagon Fuels Sdn Bhd as at 30 June 2025 of RM193,146.00 and RM6,854.00 respectively;
  - (ii) share sale agreement between Parkland Residence (as vendor) and the Shareholders of Excel VC (as purchasers) relating to the Disposal of Pentagon Hybrid at a cash consideration of RM20,000.00 on a “willing-buyer willing-seller” basis after taking into consideration the audited accumulated losses and net liabilities of Pentagon Hybrid Sdn Bhd as at 30 June 2025 of RM219,227.00 and RM19,227.00 respectively; and
  - (iii) share sale agreement between Parkland City (as vendor) and the Shareholders of Excel VC (as purchasers) relating to the Disposal of Pentagon Petro at a cash consideration of RM900,000.00 on a “willing-buyer willing-seller” basis after taking into consideration the audited NA of Pentagon Petro Sdn Bhd of RM867,169 as at 30 June 2025.

*Our Board is of the view that the Disposals of Petrol Companies were not carried out on arm’s length basis but was nonetheless at terms and conditions not unfavourable to our Group as the respective cash consideration was at a premium to the audited NA or net liabilities of the respective companies. Hence, our Board is of the view that the Disposals of Petrol Companies were not detrimental or unfavourable to the non-interested shareholders of our Company.*

Save as disclosed above, our Board also confirms that there are no other material related party transactions that have been entered by our Group that involve the interest, direct or indirect, of our Directors, substantial shareholders and/or persons connected to them but not yet effected up to the date of this Prospectus.

Following our Listing, our Directors will ensure that future related party transactions (if any) will be in compliance with the Listing Requirements. The procedures to be undertaken to ensure that the future related party transactions (if any) are carried out on an arm’s length basis and are set out in **Section 10.3** of this Prospectus.

**10.1.2 Related party transactions that are unusual in their nature or conditions**

For the Financial Periods Under Review and up to the LPD, neither us nor our Subsidiaries were a party to related party transaction(s) that were unusual in their nature or condition, involving goods, services, tangible or intangible assets.

**10. RELATED PARTY TRANSACTIONS (CONT'D)****10.2 OTHER TRANSACTIONS****10.2.1 Material outstanding loans made to our Group by related parties or made by our Group to or for the benefit of related parties**

Save as disclosed below, our Board confirms that there are no material outstanding loans made to our Group by related parties or made by our Group to or for the benefit of related parties for the Financial Periods Under Review and up to the LPD:

No.	Transacting related party	Transacting company in our Group	Nature of relationship	of	Nature of transaction	Note	Outstanding amount as at				As at the LPD RM'000
							FYE 2023	FYE 2024	FYE 2025	FPE 2026	
							RM'000	RM'000	RM'000	RM'000	
1.	Datuk Tan	(i) Parkland	<b>Interested Director, Promoter and substantial shareholder of Parkland</b>		Advances made to Parkland by Datuk Tan for working capital purposes. These advances do not carry any interest	(1)^	9	9	5,000	-	-
		(ii) Parkland City	▪ Datuk Tan		Advances made to Parkland City by Datuk Tan for working capital purposes. These advances do not carry any interest	(1)	18,974	18,974	12,853	8,283	6,742
		(iii) Parkland Residence			Advances made to Parkland Residence by Datuk Tan for working capital purposes. These advances do not carry any interest	(1)^	2,944	2,944	-	-	-
		(iv) Megaform Builders			Advances made to Megaform Builders by Datuk Tan for working capital purposes. These advances do not carry any interest	(1)^	70	-	-	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature relationship of	Nature of transaction	Note	Outstanding amount as at				As at the
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
2.	Datuk Yap	(i) Parkland City	<b>Interested substantial shareholder of Parkland</b>	Advances made to Parkland City by Datuk Yap for working capital purposes. These advances do not carry any interest	(1)	14,221	14,221	9,933	7,191	5,926
			▪ Datuk Yap							
		(ii) Parkland Residence		Advances made to Parkland Residence by Datuk Yap for working capital purposes. These advances do not carry any interest	(1)^	5,361	5,361	-	-	-
		(iii) Megaform Builders		Advances made to Megaform Builders by Datuk Yap for working capital purposes. These advances do not carry any interest	(1)^	67	-	-	-	-
3.	Poh Seng Kian	(i) Parkland City	<b>Interested substantial shareholder of Parkland</b>	Advances made to Parkland City by Poh Seng Kian for working capital purposes. These advances do not carry any interest	(1)	11,652	11,652	8,341	7,462	5,123
			▪ Poh Seng Kian							
		(ii) Parkland Residence		Advances made to Parkland Residence by Poh Seng Kian for working capital purposes. These advances do not carry any interest	(1)^	1,100	1,100	-	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature relationship of	Nature of transaction	Note	Outstanding amount as at				As at the
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
4.	Ching Ah Lai	(i) Parkland	<b>Interested substantial shareholder of Parkland</b> ▪ Ching Ah Lai	Advances made to Parkland by Ching Ah Lai for working capital purposes. These advances do not carry any interest	(1)^	-	-	5,200	-	-
		(ii) Parkland City		Advances made to Parkland City by Ching Ah Lai for working capital purposes. These advances do not carry any interest	(1)	5,592	5,592	4,910	4,910	3,935
		(iii) Parkland Residence		Advances made to Parkland Residence by Ching Ah Lai for working capital purposes. These advances do not carry any interest	(1)	3,500	3,500	1,406	1,406	72
		(iv) Megaform Builders		Advances made to Megaform Builders by Ching Ah Lai for working capital purposes. These advances do not carry any interest	(1)^	181	-	-	-	-
5.	Ting KK	(i) Parkland	<b>Interested Director and Promoter of Parkland</b> ▪ Ting KK	Advances made to Parkland for working capital purposes. These advances do not carry any interest	(1)^	-	-	5,300	-	-

10. RELATED PARTY TRANSACTIONS (CONT'D)

No.	Transacting related party	Transacting company in our Group	Nature relationship	of	Nature of transaction	Note	Outstanding amount as at				As at the
							FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
							RM'000	RM'000	RM'000	RM'000	RM'000
		(ii) Parkland City			Advances made to Parkland City for working capital purposes. These advances do not carry any interest	(1)	11,258	11,258	7,491	5,040	4,180
		(iii) Parkland Residence			Advances made to Parkland Residence for working capital purposes. These advances do not carry any interest	(1)^	2,997	2,997	-	-	-
		(iv) Megaform Builders			Advances made to Megaform Builders for working capital purposes. These advances do not carry any interest	(1)^	70	-	-	-	-
6.	Jacky Toh	(i) Parkland	<b>Interested Director and Promoter of Parkland</b> ▪ Jacky Toh		Advances made to Parkland for working capital purposes. These advances do not carry any interest	(1)^	-	-	2,386	-	-
		(ii) Parkland City			Advances made to Parkland City for working capital purposes. These advances do not carry any interest	(1)	2,288	1,888	1,302	942	680
		(iii) Parkland Residence			Advances made to Parkland Residence for working capital purposes. These advances do not carry any interest	(1)^	66	66	-	-	-
		(iv) Megaform Builders			Advances made to Megaform Builders for working capital purposes. These advances do not carry any interest	(1)^	31	-	-	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature relationship	of	Nature of transaction	Note	Outstanding amount as at				As at the
							FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
							RM'000	RM'000	RM'000	RM'000	RM'000
		(v) Parkland Southern			Advances made to Parkland Southern for working capital purposes. These advances do not carry any interest	(1)^	-	325	325	-	-
		(vi) Parkland Solar			Advances made to Parkland Solar for working capital purposes. These advances do not carry any interest	(1)^	-	13	-	-	-
7.	Ting Kah Chun	(i) Parkland City	<b>Interested Director and Promoter of Parkland</b>	<b>and of</b>	Advances made to Parkland City for working capital purposes. These advances do not carry any interest	(1)	-	465	379	227	177
		(ii) Parkland Southern	▪ Ting KK		Advances made to Parkland Southern for working capital purposes. These advances do not carry any interest	(1)^	-	68	68	-	-
			Ting Kah Chun is Ting KK's brother.								
8.	Poh Chie Tat	Parkland Solar	<b>Interested substantial shareholder of Parkland</b>	<b>of</b>	Advances made to Parkland Solar for working capital purposes. These advances do not carry any interest	(1)^	-	13	-	-	-
			▪ Poh Seng Kian								
			Poh Chie Tat is Poh Seng Kian's son.								

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	of Nature of transaction	Note	Outstanding amount as at				As at the
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
9.	Atlantis Venture	(i) Parkland City	<i>Please refer to Section 10.1.1.C.1 of this Prospectus</i>	Advances made to Parkland City by Atlantis Venture for working capital purposes	(2)	-	4,841	2,491	2,067	2,122
		(ii) Parkland Avenue		Advances made to Parkland Avenue by Atlantis Venture for working capital purposes	(2)	2,928	3,130	2,370	2,447	2,512
		(iii) Parkland Global		Advances made to Parkland Global by Atlantis Venture for working capital purposes	(2)^	905	-	-	-	-
		(iv) Parkland Renewable Energy		Advances made to Parkland Renewable Energy by Atlantis Venture for working capital purposes	(3)^	-	27,000	-	-	-
10.	Nusajaya Parkland  <i>(Under voluntary winding up)</i>	Parkland City	<i>Please refer to Section 10.1.1.C.2 of this Prospectus</i>	Advances made to Parkland City by Nusajaya Parkland for working capital purposes	(2)^	1,028	988	921	-	-
11.	Pentagon Realty	(i) Parkland Avenue	<i>Please refer to Section 10.1.1.C.3 of this Prospectus</i>	Advances made to Parkland Avenue by Pentagon Realty for working capital purposes	(2)^	1,518	875	571	-	-
		(ii) Parkland Global		Advances made to Parkland Global by Pentagon Realty for working capital purposes	(2)^	651	666	656	-	-

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

No.	Transacting related party	Transacting company in our Group	Nature of relationship	of Nature of transaction	Note	Outstanding amount as at				As at the
						FYE 2023	FYE 2024	FYE 2025	FPE 2026	LPD
						RM'000	RM'000	RM'000	RM'000	RM'000
		(iii) Parkland City		Advances made to Pentagon Realty by Parkland City for working capital purposes	(2)^	-	709	754	-	-
		(iv) Parkland Renewable Energy		Advances made to Parkland Renewable Energy by Pentagon Realty for working capital purposes	(2)^	-	-	764	-	-
12.	Kampajaya Realty	Parkland Global	<i>Please refer to Section 10.1.1.C.4 of this Prospectus</i>	Advances made to Parkland Global by Kampajaya Realty for working capital purposes	(2)^	423	452	-	-	-

(Under voluntary winding up)

**Notes:**

^ These advances have been fully repaid as at the LPD

(1) The advances between our Group and the related parties are not considered by our Board to be on arm's length basis as the advances were interest-free, unsecured and only repayable on demand. However, they were provided on terms favourable and not detrimental to our Group.

(2) The advances between our Group and the related parties were carried out on arm's length basis and based on normal commercial terms with interest rates ranging between approximately 5.5% to 7.0% per annum during the Financial Periods Under Review and were repayable on demand. These interest rates fall within the range of rates charged by financial institutions to our Group during the Financial Periods Under Review.

(3) These advances between our Group and the related party are not considered by our Board to be on arm's length basis as no interest was charged given its immediate repayment.

Following our Listing, our Directors will ensure that future advances made to our Group by related parties (if any) will be in compliance with the Listing Requirements. The procedures to be undertaken to ensure that future related party transactions with the related parties (if any) are carried out on an arm's length basis are set out in **Section 10.3** of this Prospectus.

**10. RELATED PARTY TRANSACTIONS (CONT'D)****10.2.2 Financial assistance (including guarantees of any kind) made to our Group by related parties or made by our Group to or for the benefit of related parties**

As at the LPD, the following related parties have jointly and/or severally provided personal guarantees for the financing facilities extended by 16 financiers, namely Hong Leong Islamic Bank Berhad, Hong Leong Bank Berhad, Affin Islamic Bank Berhad, Affin Bank Berhad, United Overseas Bank (Malaysia) Berhad, CIMB Bank Berhad, CIMB Islamic Bank Berhad, Alliance Bank Malaysia Berhad, Alliance Islamic Bank Berhad, Maybank Islamic Berhad, Malayan Banking Berhad, Al Rajhi Banking & Investment Corporation (Malaysia) Berhad, Public Bank Berhad, RHB Bank Berhad, AmBank Islamic Berhad and AmBank (M) Berhad (collectively “**Financier(s)**”) to our Group:

- (i) Director, Promoter and substantial shareholder of our Company : Datuk Tan
- (ii) Director and Promoter of our Company : Jacky Toh and Ting KK
- (iii) Other directors and/or major shareholders of our subsidiaries : Datuk Yap, Poh Seng Kian, Ching Ah Lai, Poh Giok Kai, Datuk Liem Ah Pau, Tai Meow Pang, Wong Tark Keong, Yong Kok Hin, Tan Seng Heng, Ong Wee Kian, Tan Chin Giap, Poh Yan Xiong and Tan Kia Sik

In conjunction with the Listing, we have applied and obtained conditional consents from the Financiers for the release and discharge of the said personal guarantees provided by the related parties, subject to, among others, substituting the same with corporate guarantees to be provided by our Company, and the successful listing of our Company on the Main Market.

Save as disclosed below, our Board has confirmed that there is no financial assistance (including guarantee of any kind) made to our Group by any related parties or made by our Group to or for the benefit of any related parties for the Financial Periods Under Review and up to the LPD:

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Hong Leong Islamic Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Seng Kian</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Giok Kai</li> </ul>	1 bank guarantee-i facility	6,120	19,000

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Affin Islamic Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	1 term financing-i facility	13,750	16,200
Affin Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	1 term loan facility	498	750
CIMB Islamic Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 cashline-i facility</li> <li>▪ 1 term financing-i facility</li> </ul>	637	2,800
Alliance Bank Malaysia Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 overdraft facility</li> <li>▪ 2 term loan facilities</li> </ul>	9,086	11,471

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Alliance Islamic Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	3 term financing-i facilities	27,251	34,882
Maybank Islamic Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	2 term financing-i facilities	16,070	25,400
Malayan Banking Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	1 bank guarantee facility	5,176	20,000
Hong Leong Bank Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 term loans</li> <li>▪ 1 blanket revolving credit facility</li> <li>▪ 1 bank guarantee facility</li> </ul>	78,397	132,300

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
United Overseas Bank (Malaysia) Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 5 multi-option loan facilities</li> <li>▪ 1 financial guarantee facility</li> <li>▪ 1 performance guarantee facility</li> <li>▪ 1 fixed loan facility</li> <li>▪ 1 overdraft facility</li> </ul>	119,847	174,473
Al Rajhi Banking & Investment Corporation (Malaysia) Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 bank guarantee-i facility</li> <li>▪ 1 term financing-i facility</li> </ul>	31,695	38,000
Hong Leong Bank Berhad	Parkland Avenue	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Ching Ah Lai</li> <li>▪ Poh Seng Kian</li> <li>▪ Datuk Yap</li> </ul>	<ul style="list-style-type: none"> <li>▪ 8 term loan facilities</li> <li>▪ 1 blanket project revolving credit facility</li> <li>▪ 1 bridging loan facility</li> <li>▪ 2 bank guarantee facilities</li> </ul>	143,123	318,277
Public Bank Berhad	Parkland Avenue	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Poh Seng Kian</li> </ul>	1 bank guarantee facility	1,103	1,150

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Al Rajhi Banking & Investment Corporation (Malaysia) Berhad	Parkland Avenue	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Poh Seng Kian</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 cashline-i facility</li> <li>▪ 2 term financing-i facilities</li> </ul>	55,008	60,000
CIMB Bank Berhad	Parkland Avenue	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Poh Seng Kian</li> </ul>	4 term loan facilities	20,371	25,250
CIMB Bank Berhad	Parkland Central	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Wong Tark Keong</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 bridging loan facility</li> <li>▪ 2 term loan facilities</li> <li>▪ 3 bank guarantee facilities</li> </ul>	38,381	111,500
Hong Leong Bank Berhad	Parkland Global	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Tan Seng Heng</li> <li>▪ Tai Meow Pang</li> </ul>	3 term loan facilities	35,552	47,680

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

				<b>Outstanding amount as at the LPD</b>	<b>Facility limit</b>		
<b>Financiers / Bank</b>			<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>RM'000</b>	<b>RM'000</b>
CIMB Berhad	Islamic Bank		Parkland Global	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Tan Seng Heng</li> <li>▪ Tai Meow Pang</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 bank guarantee-i facilities</li> <li>▪ 1 cashline-i facility</li> <li>▪ 1 term financing-i facility</li> </ul>	2,093	8,671
RHB Bank Berhad			Parkland Global	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Tan Seng Heng</li> <li>▪ Tai Meow Pang</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 term loan facilities</li> <li>▪ 1 bridging loan facility</li> <li>▪ 1 bank guarantee facility</li> </ul>	10,786	31,870
RHB Bank Berhad			Parkland Southern	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Ching Ah Lai</li> <li>▪ Tai Meow Pang</li> </ul>	<ul style="list-style-type: none"> <li>▪ 9 term loan facilities</li> <li>▪ 2 bridging loan facilities</li> <li>▪ 2 bank guarantee facilities</li> </ul>	90,514	259,088

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Maybank Islamic Berhad	Taipan Oracle	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Seng Kian</li> <li>▪ Poh Giok Kai</li> <li>▪ Tai Meow Pang</li> </ul>	3 term financing-i facilities	8,360	11,115
Hong Leong Islamic Bank Berhad	Floracode	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ching Ah Lai</li> </ul>	1 term financing-i facility	502	20,800
Maybank Islamic Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Ching Ah Lai</li> <li>▪ Datuk Yap</li> </ul>	1 cashline-i facility	-	1,875
Malayan Banking Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Datuk Yap</li> </ul>	1 term loan facility	77	1,000
RHB Bank Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 overdraft facilities</li> <li>▪ 1 term loan facility</li> </ul>	929	2,058

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
AmBank Islamic Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>	1 term financing-i facility	1,198	1,321
AmBank Islamic Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>	1 industrial hire purchase-i facility	168	293
Maybank Islamic Berhad	Atlantis Venture	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> <li>▪ Datuk Liem Ah Pau</li> </ul>	1 term financing-i facility	3,826	5,100
Public Bank Berhad	Megaform Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ching Ah Lai</li> <li>▪ Yong Kok Hin</li> </ul>	1 fixed loan facility	206	220
AmBank (M) Berhad	Megaform Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ching Ah Lai</li> <li>▪ Yong Kok Hin</li> </ul>	7 term loan facilities	5,621	5,805

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Maybank Islamic Berhad	AVE Engineering	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Ching Ah Lai</li> <li>▪ Datuk Liem Ah Pau</li> <li>▪ Tan Chin Giap</li> </ul>	1 cashline-i facility	-	2,250
Public Bank Berhad	AVE Engineering	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Ching Ah Lai</li> <li>▪ Datuk Liem Ah Pau</li> <li>▪ Tan Chin Giap</li> </ul>	1 fixed loan facility	326	348
AmBank Islamic Berhad	TSB Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Ong Wee Kian</li> <li>▪ Tan Kia Sik</li> </ul>	1 term financing-i facility	185	887
Affin Bank Berhad	Millennium Tulip	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Giok Kai</li> <li>▪ Poh Seng Kian</li> <li>▪ Tai Meow Pang</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 term financing-i facilities</li> <li>▪ 1 cashline-i facility</li> </ul>	18,292	20,550

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<b>Financiers / Bank</b>	<b>Borrower / Customer</b>	<b>Guarantor</b>	<b>Type of facility</b>	<b>Outstanding amount</b>	<b>Facility limit</b>
				<b>as at the LPD</b>	
				<b>RM'000</b>	<b>RM'000</b>
Maybank Islamic Berhad	Parkland City	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Giok Kai</li> <li>▪ Poh Seng Kian</li> <li>▪ Tai Meow Pang</li> </ul>	2 term financing-i facilities	10,021	30,000
AmBank Islamic Berhad	TSB Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Tan Kia Sik</li> <li>▪ Ong Wee Kian</li> </ul>	1 cashline-i facility	-	2,500
Malayan Banking Berhad	Merlimau Land	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Datuk Yap</li> <li>▪ Ting KK</li> <li>▪ Tai Meow Pang</li> </ul>	1 bank guarantee facility	301	800
Alliance Islamic Bank Berhad	Taipan Oracle	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Giok Kai</li> <li>▪ Poh Seng Kian</li> <li>▪ Tai Meow Pang</li> </ul>	6 term financing-i facilities	-	30,645

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

<u>Financiers / Bank</u>	<u>Borrower / Customer</u>	<u>Guarantor</u>	<u>Type of facility</u>	<u>Outstanding amount</u>	<u>Facility limit</u>
				<u>as at the LPD</u>	
				<u>RM'000</u>	<u>RM'000</u>
Alliance Bank Berhad	Taipan Oracle	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> <li>▪ Datuk Yap</li> <li>▪ Poh Giok Kai</li> <li>▪ Poh Seng Kian</li> <li>▪ Tai Meow Pang</li> </ul>	1 term loan facility	1,001	1,000
Affin Islamic Bank Berhad	TSB Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Tan Kia Sik</li> <li>▪ Poh Yan Xiong</li> <li>▪ Ong Wee Kian</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 term financing-i facilities</li> <li>▪ 1 cashline-i facility</li> </ul> <p><i>Note: As at the LPD, we have yet to execute the formal facility agreements and relevant financing documentations.</i></p>	-	5,100
Affin Islamic Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Ching Ah Lai</li> <li>▪ Datuk Yap</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2 term financing-i facilities</li> <li>▪ 1 cashline-i facility</li> </ul> <p><i>Note: As at the LPD, we have yet to execute the formal facility agreements and relevant financing documentations.</i></p>	-	5,100
AmBank Islamic Berhad	TYT Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Datuk Yap</li> <li>▪ Ching Ah Lai</li> </ul>	1 term financing-i facility	-	5,000
			<p><i>Note: As at the LPD, we have yet to execute the formal facility agreements and relevant financing documentations.</i></p>		

**10. RELATED PARTY TRANSACTIONS (CONT'D)**

Financiers / Bank	Borrower / Customer	Guarantor	Type of facility	Outstanding amount as at the LPD	Facility limit
				RM'000	RM'000
AmBank Islamic Berhad	TSB Builders	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Ting KK</li> <li>▪ Tan Kia Sik</li> <li>▪ Ong Wee Kian</li> </ul>	2 industrial hire purchase-i facilities	627	2,000
United Overseas Bank (Malaysia) Berhad	Parkland Renewable Energy	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> </ul>	1 term loan facility	36,000	36,000
United Overseas Bank (Malaysia) Berhad	Parkland LSS5	<ul style="list-style-type: none"> <li>▪ Datuk Tan</li> <li>▪ Jacky Toh</li> </ul>	1 term loan facility	40,226	296,000

Additionally, Datuk Tan, Datuk Yap, Ting KK, Ching Ah Lai, Tan Chin Giap, Ong Wee Kian, Jacky Toh, Datuk Liem Ah Pau, Tan Kia Sik, Poh Yan Xiong have each provided their separate personal guarantees in favour of certain suppliers of our Group (“**Suppliers**”). As at the LPD, our Group has requested written consent from the Suppliers for the release of the personal guarantees provided by the related parties, and the responses from the Suppliers in respect of such releases are currently pending.

Further, Datuk Tan and Datuk Yap have each provided their personal undertakings to the State Government of Johor and Batu Pahat Municipal Council in respect to Taman Bukit Indah township development to ensure fulfilment of obligations and responsibilities of our Group as landowner of the said development. As at the LPD, our Group has requested written consent from the relevant authorities for the release of the personal undertakings provided and the responses are currently pending.

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**10. RELATED PARTY TRANSACTIONS (CONT'D)**

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**10.3 MONITORING AND OVERSIGHT OF RELATED PARTY TRANSACTIONS****10.3.1 Audit and Risk Management Committee review**

Our Audit and Risk Management Committee reviews the financial risks and matters relating to related party transactions and conflict of interest situations within our Group including any transaction, procedure or course of conduct that raises questions of management integrity. It also sets the procedures and processes to ensure that transactions to be entered into are carried out at arm's length basis, and on terms and prices not more favourable to the related parties than those generally available to the public, and are fair and not detrimental to the minority shareholders of our Company. Amongst others, the related parties and those in conflict positions of our Group's interest will be required to abstain from deliberations on the transactions. All reviews by our Audit and Risk Management Committee are reported to our Board for its further action.

**10.3.2 Our Group's policy on related party transactions**

Related party transactions by their very nature, involve conflicts of interest between our Group and the related parties. Some of our Directors are also directors, and in some cases, shareholders of the related parties of our Group, as disclosed in this Prospectus. Consequently, they may have conflicts of interest, both individually and in aggregate, regarding these transactions. It is the policy of our Group that all related party transactions are carried out on normal commercial terms which are not more favourable to the related parties than those generally available to the public dealing at arm's length with our Group and are not to the detriment of our minority shareholders. In addition, we plan to adopt a comprehensive corporate governance framework that aligns with best practice principles to mitigate any potential conflict of interest situations. The framework will be guided by the Listing Requirements and the Malaysian Code on Corporate Governance issued by the SC upon our Listing. The procedures which may form part of the framework include, among others, the following:

- (i) our Board shall ensure that at least half of our Board members are independent directors and will undertake an annual assessment of the independence of our Independent Directors;
- (ii) our Directors will be required to declare any direct or indirect interest that they may have in any business enterprise that is engaged in or proposed to be engaged in a transaction with our Group. Upon such disclosure, the interested director (with any interest, direct or indirect), must abstain from board deliberation and voting at the relevant board meeting. Additionally, the said interested director must abstain from voting and shall procure persons connected to the said interested director to abstain from voting on the relevant resolution in respect of the related party transaction at a general meeting (if applicable). The interested director must inform the board approving the transaction (which may be our Board or the board of directors of our subsidiary, as the case maybe), the details of the nature and extent of his/her interest, including all matters concerning the said related party transaction that he is aware or should reasonably be aware of, which is not in the best interest of our Company or our subsidiary; and

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**10. RELATED PARTY TRANSACTIONS (CONT'D)**

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- (iii) all existing or potential related party transactions would have to be disclosed by the interested party for management reporting. Our management will evaluate these transactions as to whether the terms and conditions of the related party transactions to be entered into are at arm's length, and on transaction prices and terms not more favourable to the related parties than those generally available to the public, fair and not detrimental to the minority shareholders of our Company. Our management will then propose the transactions to our Audit and Risk Management Committee for their review. The Audit and Risk Management Committee will, in turn, make a recommendation to our Board for deliberation and approval.

After our Listing, we will be required to seek our shareholders' approval each time we provide financial assistance (including guarantees of any kind) involving the interests of related parties, and material related party transactions in accordance with the Listing Requirements. However, if the related party transactions are deemed as recurrent related party transactions, we may seek a general mandate from our shareholders. This mandate would allow us to enter into these transactions without having to seek separate shareholders' approval each time we wish to enter into such related party transactions during the mandate's validity period. For avoidance of doubt, related party transactions as defined in the Listing Requirements include the provision of financial assistance by our Group which involves the interest, direct or indirect, of a related party.

If any proposed related party transactions that require prior approval from our shareholders, our Directors, major shareholders and/or persons connected with them who have any direct or indirect interest in the proposed related party transactions shall abstain from deliberation and voting on the relevant resolution(s). Under the Listing Requirements, related party transactions may be aggregated to determine its materiality, if:

- (i) the terms of the transactions were agreed upon within a 12-month period;
- (ii) the transactions are entered into with the same party or with parties related to one another;
- (iii) the transactions involved the acquisition or disposal of securities or interests in one corporation/asset; or
- (iv) the transactions involved the acquisition or disposal of various parcels of land contiguous to each other.

In addition, to safeguard the interest of our Group and our non-interested shareholders, and to mitigate any potential conflict of interest situation, our Audit and Risk Management Committee will oversee and monitor any recurrent related party transaction and the terms thereof. The committee will report to our Board for further action. Where necessary, our annual report will disclose these recurrent related party transactions. Any future loans and financial assistance from related parties, if any, will be carried out on normal commercial terms. These terms will not be more favourable to the related parties than those generally available to third parties dealing at arm's length and will not be detrimental to our Group.