

10. RELATED PARTY TRANSACTIONS

10.1 RELATED PARTY TRANSACTIONS

Pursuant to the Listing Requirements, a “**related party transaction**” is a transaction entered into by a listed issuer or its subsidiaries, which 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 subsection 2(1) of the CMAA), and includes any person who is or was within the preceding six 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, which includes any person who is or was within the preceding six months of the date on which the terms of the transaction were agreed upon, a major shareholder of the listed issuer or any other corporation which is its subsidiary or holding company, or has 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 the total number of voting shares in the corporation; or
 - (b) 5.0% or more of the total number of 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.

10.1.1 Material related party transactions

Save as disclosed below, there are no other material related party transactions entered or to be entered into by our Group which involves the interest, direct or indirect, of our major shareholders, Directors and/or persons connected with them for the Period under Review and up to the LPD. Our Group’s material related party transactions can be segregated as follows:

- (i) One-off related party transactions pursuant to the Pre-IPO Restructuring;
- (ii) One-off related party transactions other than pursuant to the Pre-IPO Restructuring;
- (iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing; and
- (iv) Other recurrent related party transactions.

10. RELATED PARTY TRANSACTIONS

(i) One-off related party transactions pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
1.	<ul style="list-style-type: none"> Leader Energy HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Acquisition of the following companies by Leader Energy from HNG Capital pursuant to the Pre-IPO Restructuring:</p> <p>(a) acquisition of 9,180,000 ordinary shares, representing 60.00% of the issued share capital of LGRESB, for a purchase consideration of USD2,305,643 (equivalent to RM9,659,491⁽⁵⁾) satisfied via the allotment of 9,659,491 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 March 2022;</p> <p>(b) acquisition of 1,000,000 ordinary shares, representing the entire issued share capital of LSSB, for a purchase consideration of USD55,583 (equivalent to RM232,865⁽⁵⁾) satisfied via the allotment of 232,865 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 March 2022; and</p>	-	-	9,659	-
						(represents 0.9% of our Group's NA)	
				-	-	233	-
						(represents a negligible % of our Group's NA)	

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No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			(c) acquisition of 1,000,000 ordinary shares, representing the entire issued share capital of LESB, for a purchase consideration of USD8,005,763 (equivalent to RM35,901,844 ⁽⁶⁾) satisfied via the allotment of 35,901,844 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 27 September 2022.	-	-	35,902 (represents 3.5% of our Group's NA)	-
2.	<ul style="list-style-type: none"> Leader Energy LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Acquisition of the following companies by Leader Energy from LEPL pursuant to the Pre-IPO Restructuring:</p> <p>(a) acquisition of 1,000,000 ordinary shares, representing the entire issued shares capital of LEVPL, for a purchase consideration of USD305,187 (equivalent to RM1,278,581⁽⁵⁾) satisfied via the allotment of 1,278,581 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 March 2022;</p>	-	-	1,279 (represents 0.1% of our Group's NA)	-

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No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			(b) acquisition of 100,000 ordinary shares, representing the entire issued shares capital of LIL II, for a purchase consideration of USD52,868 (equivalent to RM221,490 ⁽⁵⁾) satisfied via the allotment of 221,490 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 March 2022;	-	-	221 (represents a negligible% of our Group's NA)	-
			(c) acquisition of 1,000,000 ordinary shares, representing the entire issued shares capital of LIPL, for a purchase consideration of USD61,459,286 (equivalent to RM257,483,679 ⁽⁵⁾) is satisfied via the allotment of 257,483,679 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 March 2022; and	-	-	257,484 (represents 25.2% of our Group's NA)	-

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(i) One-off related party transactions pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			(d) acquisition of 1,000 ordinary shares, representing the entire issued shares capital of LTCCL, for a purchase consideration of USD 93,095,871 (equivalent to RM390,025,152 ⁽⁵⁾) satisfied via the allotment of 390,025,152 Leader Energy Shares at an issue price of RM1.00 per Share. The said acquisition was completed on 31 May 2022.	-	-	390,025 (represents 38.1% of our Group's NA)	-
3.	<ul style="list-style-type: none"> LEVPL, LIPL, LIL II, CEL, CTL Leader Energy LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>In conjunction with the Pre-IPO Restructuring, the outstanding loans between LEPL and our subsidiaries, namely LEVPL, LIPL, LIL II, CEL and CTL were assigned to Leader Energy as follows:</p> <p>(a) assignment of loan by LEPL (assignor) to Leader Energy (assignee) of the outstanding amounts owed by LEVPL (borrower) to LEPL (outgoing lender⁽⁸⁾) as of 30 June 2021 pursuant to the loan extended by LEPL to LEVPL;</p>	-	277,260 (represents 33.5% of our Group's NA)	-	-

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(i) One-off related party transactions pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			(b) assignment of loan by LEPL (assignor) to Leader Energy (assignee) of the outstanding amount owed by LIPL (borrower) to LEPL (outgoing lender ⁽⁸⁾) as of 30 June 2021 pursuant to the loan extended by LEPL to LIPL;	-	253,723 (represents 30.7% of our Group's NA)	-	-
			(c) assignment of loan by LIL II (assignor) to Leader Energy (assignee) of the outstanding amount owed by LEPL (borrower) to LIL II (outgoing lender ⁽⁸⁾) as of 30 June 2021 pursuant to the loan extended by LIL II to LEPL;	-	132,707 (represents 16.0% of our Group's NA)	-	-
			(d) assignment of loan by CEL (assignor) to Leader Energy (assignee) of the outstanding amounts owed by LEPL (borrower) to CEL (outgoing lender ⁽⁸⁾) as of 30 June 2021 pursuant to the loan extended by CEL to LEPL; and	-	70,236 (represents 8.5% of our Group's NA)	-	-
			(e) assignment of loan by CTL (assignor) to Leader Energy (assignee) of the outstanding amounts owed by LEPL (borrower) to CTL (outgoing lender ⁽⁸⁾) as of 30 June 2021 pursuant to the loan extended by CTL to LEPL.	-	200,926 (represents 24.3% of our Group's NA)	-	-

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(i) One-off related party transactions pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			<p>Upon completion of the assignments of debt above, the net amount owing by Leader Energy to LEPL is RM127.1 million. The net amount owed to LEPL after assignment of debt is interest bearing and short term in nature as the amount has been settled by an assignment of loan mentioned in Section 10.1.1(i)(4)(c) below in October 2022.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>				
4.	<ul style="list-style-type: none"> LESB, LSSB, LEPL Leader Energy HNG Capital 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>In conjunction with the Pre-IPO Restructuring, the outstanding loans between HNG Capital and our subsidiaries, namely LESB and LSSB were assigned to Leader Energy as follows:</p> <p>(a) assignment of loan by HNG Capital (assignor) to Leader Energy (assignee) of the outstanding amount owed by LESB (borrower) to HNG Capital (outgoing lender⁽⁸⁾) as of 29 September 2022 pursuant to the loan extended by HNG Capital to LESB. This loan was originated where HNG Capital (lender) made advances to LESB (borrower) for the project financing of LSE and LSE II in FYE 2019; and</p>	-	-	60,500	-
						(represents 5.9% of our Group's NA)	

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(i) One-off related party transactions pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
			(b) assignment of loan by HNG Capital (assignor) to Leader Energy (assignee) of the amounts owed by LSSB (borrower) to HNG Capital (outgoing lender ⁽⁸⁾) as of 30 September 2022 pursuant to the loan extended by HNG Capital to LSSB;	-	-	4,000 (represents 0.4% of our Group's NA)	-
			(c) In addition, the outstanding amount owed by LEPL (borrower) to Leader Energy (outgoing lender ⁽⁸⁾) as of 1 October 2022 pursuant to the loan extended by Leader Energy to LEPL was assigned by Leader Energy (assignor) to HNG Capital (assignee).	-	-	42,090 (USD9,063) (represents 4.1% of our Group's NA)	-

Upon completion of the assignments of debt above, the net amount owing by Leader Energy to HNG Capital is RM90.5 million as of 31 December 2022. The net amount owing by Leader Energy to HNG Capital after the assignment of debt is interest bearing and long term in nature. The amount would be settled by revolving loan and internally generated funds prior to the Listing.

Post Listing, our Group does not intend to enter into such similar transaction with HNG Capital.

10. RELATED PARTY TRANSACTIONS

(ii) One-off related party transactions other than pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
1.	<ul style="list-style-type: none"> LEVPL, Leader Energy, LSEPL LEGSB 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ Gan Boon Hean⁽⁷⁾ 	<p>Business development, administrative expenses and business acquisition expenses paid by LEGSB on behalf of LEVPL, Leader Energy and LSEPL during the Period Under Review. All expenses are reimbursed based on actual cost incurred.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEGSB.</p>	-	2,626	72	-
					(represents 1.5% of our Group's PAT)	(represents a negligible % of our Group's PAT)	

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(ii) One-off related party transactions other than pursuant to the Pre-IPO Restructuring

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
2.	<ul style="list-style-type: none"> Leader Energy HNG Capital 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Novation of the office equipment, furniture and fittings, renovation, offices deposits, computer hardware located in: (a) the office of Leader Energy at Suite 26-01 & 26-02, Level 26, The Pinnacle, Persiaran Lagoon, Sunway City, 46150 Petaling Jaya, Selangor, Malaysia; and (b) the office of LEVSB at Suite 7A & 8A, Menara Northam, 55, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia ("Office Assets") ("Offices") from HNG Capital to Leader Energy, following the novation of the tenancy agreement of the Offices from LEGSB (a wholly-owned subsidiary of HNG Capital, being the outgoing tenant) to Leader Energy (new tenant). The Office Assets were all previously owned by LEGSB.</p>	-	-	-	845

(represents 0.1% of our Group's NA)

This is one-off transaction and will not subsist post Listing.

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
1.	<ul style="list-style-type: none"> CTL LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Advances made by CTL (lender) to LEPL (borrower) to fund LEPL's financing obligation, operations and investment needs in Southeast Asia region. The advances are short term in nature and interest bearing.</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3)(e) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	122,947	7,081	-	-
				(USD30,606)	(USD1,762)		
				(represents 17.7% of our Group's NA)	(represents 0.9% of our Group's NA)		

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
2.	• CEL	<u>Interested major shareholder(s)</u>	Advances made by CEL (lender) to LEPL (borrower) to fund LEPL's financing obligation, operations and investment needs in the Southeast Asia region. The advances are short term in nature and interest bearing.	117,296	13,328	-	-
	• LEPL	<ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <u>Interested Director(s)</u> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3)(d) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	(USD29,200)	(USD3,200)		
				(represents 16.9% of our Group's NA)	(represents 1.6% of our Group's NA)		

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
3.	<ul style="list-style-type: none"> CTL, CEL, LIL II, Leader Energy LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest income in relation to the loan extended by CTL, CEL and LIL II (lenders) to LEPL (borrower) as well as the interest income following the assignment of the said loan extended by CTL, CEL and LIL II to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	11,901	5,047	670	-
				(USD2,823)	(USD1,218)	(USD152)	
				(represents 7.2% of our Group's PAT)	(represents 2.9% of our Group's PAT)	(represents 0.4% of our Group's PAT)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
4.	• LEPL	<u>Interested major shareholder(s)</u>	Repayment of advances by LEPL (borrower) to CEL, CTL, LIL II (lenders).	23,861	101,154	-	-
	• CEL, CTL, LIL II	<ul style="list-style-type: none"> • HNG Capital⁽¹⁾ • Tan Sri Dato' Seri H'ng Bok San⁽²⁾ • Dato' H'ng Chun Hsiang⁽³⁾ • Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>The loan is long term in nature and interest bearing.</p> <p>There is no outstanding amount as at the LPD as the outstanding amount has been fully settled before the LPD.</p>	(USD5,940)	(USD24,287)		
		<u>Interested Director(s)</u>					
		<ul style="list-style-type: none"> • Tan Sri Dato' Seri H'ng Bok San⁽²⁾ • Dato' H'ng Chun Hsiang⁽³⁾ • Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	Post Listing, our Group does not intend to enter into such similar transaction with LEPL.	(represents 3.5% of our Group's NA)	(represents 12.2% of our Group's NA)		

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(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
5.	• LEVPL	<u>Interested major shareholder(s)</u>	Advances made by LEPL (lender) to LEVPL (borrower) to fund the cost of investment in LNTH and redeemable convertible bond in CEVD. Prior to the Pre-IPO Restructuring, LEVPL was a wholly-owned subsidiary of LEPL. The advances are short term in nature and interest bearing.	189,976	-	-	-
	• LEPL	<ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <u>Interested Director(s)</u> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3)(a) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	(USD47,293) (represents 27.4% of our Group's NA)			

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(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
6.	<ul style="list-style-type: none"> LIPL LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Advances made by LEPL (lender) to LIPL (borrower) to fund the working capital needs of LIPL. Prior to the Pre-IPO Restructuring, LIPL was a wholly-owned subsidiary of LEPL. The advances are short term in nature and interest bearing.</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3)(b) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	434 (USD108) (represents 0.1% of our Group's NA)	-	-	-

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
7.	<ul style="list-style-type: none"> LIPL, Leader Energy LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest expense in relation to the loan extended by LEPL (lender) to LIPL and Leader Energy (borrower).</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(3)(b) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	17,528	9,084	987	-
				(USD4,158)	(USD2,192)	(USD224)	
				(represents 10.6% of our Group's PAT)	(represents 5.2% of our Group's PAT)	(represents 0.6% of our Group's PAT)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
8.	<ul style="list-style-type: none"> Leader Energy LEPL 	<u>Interested major shareholder(s)</u>	Advances made by LEPL (lender) to Leader Energy (borrower) to fund Leader Energy's day to day operation when Leader Energy was newly incorporated. The advances are long term in nature and interest bearing.	-	1,666 (USD400) (represents 0.2% of our Group's NA)	-	-
		<u>Interested Director(s)</u>	Advances made by Leader Energy (lender) to LEPL (borrower) to fund LEPL's day to day operation. The advances are short term in nature and interest bearing.	-	-	937 (represents 0.1% of our Group's NA)	-
		<ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	There is no outstanding amount as at the LPD as the outstanding amount has been fully settled before the LPD pursuant to the assignment of loan under Section 10.1.1(i)(4)(c) above.				
			Post Listing, our Group does not intend to enter into such similar transaction with LEPL.				

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
9.	<ul style="list-style-type: none"> LEVPL, LIPL, Leader Energy LEPL 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Repayment of advances by LEVPL, LIPL and Leader Energy (borrowers) to LEPL (lender).</p> <p>The loan is long term in nature and interest bearing.</p> <p>There is no outstanding amount as at the LPD as the outstanding amount has been fully settled before the LPD.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEPL.</p>	126,504	120,620	149,135	-
				(USD31,492)	(USD28,958)	(USD33,893)	
				(represents 18.3% of our Group's NA)	(represents 14.6% of our Group's NA)	(represents 14.6% of our Group's NA)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
10.	<ul style="list-style-type: none"> LSSB HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Advances made by HNG Capital (lender) to LSSB (borrower) to fund LSSB's day to day operations and investment in various C&I projects when LSSB was newly incorporated. The loan is long term in nature and interest bearing.</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(4)(b) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with HNG Capital.</p>	-	5,040	4,000	-
					(represents 0.6% of our Group's NA)	(represents 0.4% of our Group NA)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
11.	<ul style="list-style-type: none"> LSSB HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest expense in relation to the loan extended by HNG Capital (lender) to LSSB (borrower).</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(4)(b) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with HNG Capital.</p>	-	-	27	-
						(represents a negligible % of our Group's PAT)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
12.	<ul style="list-style-type: none"> LESB HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest expense in relation to the loan extended by HNG Capital (lender) to LESB (borrower).</p> <p>The outstanding sum had been assigned to Leader Energy pursuant to the Pre-IPO Restructuring as set out in Section 10.1.1(i)(4)(a) above.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with HNG Capital.</p>	1,536	1,322	861	-
			(represents 0.9% of our Group's PAT)	(represents 0.8% of our Group's PAT)	(represents 0.5% of our Group's PAT)		

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
13.	<ul style="list-style-type: none"> Leader Energy HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Advances made by HNG Capital (lender) to Leader Energy (borrower) to finance LSEPL, our newly incorporated wholly-owned subsidiary for the acquisition of the LYS Energy Group and its day to day operation; and to finance LGRESB for issuing bank guarantee to its jointly controlled entity in FYE 2022.</p> <p>The loan is long term in nature and interest bearing. The amount outstanding to HNG Capital would be settled by a revolving loan and internally generated funds prior to the Listing.</p> <p>This transaction will subsist until the advances is fully settled as mentioned above.</p>	-	19,576	99,809	93,829
					(USD4,700)	(USD22,683)	(USD21,327)
					(represents 2.4% of our Group's NA)	(represents 9.8% of our Group's NA)	(represents 8.5% of our Group's NA)

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
14.	<ul style="list-style-type: none"> Leader Energy HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest expense in relation to the loan extended by HNG Capital (lender) to Leader Energy (borrower).</p> <p>The amount outstanding to HNG Capital would be settled by a revolving loan and internally generated funds prior to the Listing.</p> <p>This transaction will subsist until the loan is fully settled as mentioned above.</p>	-	-	4,146	2,236
						(represents 2.3% of our Group's PAT)	(represents 3.3% of our Group's PAT)

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
15.	<ul style="list-style-type: none"> LESB, LSSB, Leader Energy HNG Capital 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Repayment of advances by LESB, LSSB and Leader Energy (borrowers) to HNG Capital (lender).</p> <p>The loan is long term in nature and interest bearing.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with HNG Capital.</p>	<p>19,268</p> <p>(USD4,797)</p> <p>(represents 2.8% of our Group's NA)</p>	<p>8,195</p> <p>(USD1,968)</p> <p>(represents 1.0% of our Group's NA)</p>	<p>59,124</p> <p>(USD13,437)</p> <p>(represents 5.8% of our Group's NA)</p>	<p>93,447</p> <p>(USD21,240)</p> <p>(represents 8.4% of our Group's NA)</p>

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
16.	<ul style="list-style-type: none"> CEL LILL (dissolved as at the LPD) 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ Gan Boon Hean⁽⁷⁾ 	<p>Interest expense in relation to the loan extended by LILL (lender) to CEL (borrower).</p> <p>The outstanding sum has been repaid during FYE 2020 as set out in Section 10.1.1 (iii)(17) below.</p> <p>Post Listing, our Group will not enter into such similar transaction with LILL, as LILL has been dissolved as at the LPD.</p>	8,765	-	-	-
			(USD2,116)	(represents 5.3% of our Group's PAT)			

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
17.	<ul style="list-style-type: none"> CEL LILL (dissolved as at the LPD) 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ Gan Boon Hean⁽⁷⁾ 	<p>Repayment of loan by CEL (borrower) to LILL (lender) in relation to the loan extended by LILL to CEL for project financing.</p> <p>The loan is short term in nature and interest bearing.</p> <p>The said loan has been fully repaid in FYE 2020 after CEL refinanced the said loan. LILL was then dissolved.</p>	<p>206,126</p> <p>(USD51,313)</p> <p>(represents 29.8% of our Group's NA)</p>	-	-	-

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
18.	<ul style="list-style-type: none"> LGRESB GUH 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Repayment of existing loan extended by GUH (lender) to LGRESB (borrower) prior to acquisition of LGRESB.</p> <p>The transaction was entered between LGRESB and GUH before Leader Energy acquired 60.00% of ordinary shares in LGRESB in 2022. Amount in 2020 do not form part of combined financial statement. There is no outstanding amount as at the LPD as the outstanding amount has been fully settled before the LPD.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with GUH.</p>	-	101	694	-
					(represents a negligible % of our Group's NA)	(represents 0.1% of our Group's NA)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
19.	<ul style="list-style-type: none"> LGRESB GUH Asset Holding Sdn Bhd ("GAHSB") 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ 	<p>Repayment of existing loan extended by GAHSB (lender) to LGRESB (borrower) prior to acquisition of LGRESB.</p> <p>The transaction was entered between LGRESB and GAHSB before Leader Energy acquired 60.00% of LGRESB ordinary shares in 2022. There is no outstanding amount as at the LPD as the outstanding amount has been fully settled before the LPD.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with GAHSB.</p>	-	268	-	-
					(represents a negligible % of our Group's NA)		

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
20.	<ul style="list-style-type: none"> HNGMS CTL, CEL, CEL II, LCL, LCL II, LESB, LEVPL, LIL II, LILL II, LIPL, LSE, LSE II, LTCCL, LSEPL, Leader Energy and LYS Energy 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Payment of fees by CTL, CEL, CEL II, LCL, LCL II, LESB, LEVPL, LIL II, LILL II, LIPL, LSE, LSE II, LTCCL, LSEPL, Leader Energy and LYS Energy to HNGMS for the corporate secretarial and administration support services provided by HNGMS⁽⁹⁾.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with HNGMS.</p>	218	219	302	-
				(USD51)	(USD52)	(USD69)	
				(represents 0.1% of our Group's PAT)	(represents 0.1% of our Group's PAT)	(represents 0.1% of our Group's PAT)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
21.	<ul style="list-style-type: none"> LNTH, CEL, CEL II, LSE, LSE II, CTL, LEVPL, LSSB, LYS Energy, LEVSB and LESB LEGSB 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ Gan Boon Hean⁽⁷⁾ 	<p>Payment of fees by LNTH, CEL, CEL II, LSE, LSE II, CTL, LEVPL, LSSB, LYS Energy, LEVSB and LESB to LEGSB for the management and business development support services provided by LEGSB⁽¹⁰⁾.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with LEGSB.</p>	2,834	5,452	5,736	-
				(USD672)	(USD1,315)	(USD1,304)	
				(represents 1.7% of our Group's PAT)	(represents 3.1% of our Group's PAT)	(represents 3.2% of our Group's PAT)	

10. RELATED PARTY TRANSACTIONS

(iii) Advances/loans, interest payments and internal support services that will not subsist after the Listing

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
22.	<ul style="list-style-type: none"> CTL, CEL, LESB, LIL II, LIPL, LSE, LSE II, LSSB, Leader Energy LEPL, LEGSB, LILL (dissolved as at the LPD), Leader Infrastructure Limited (dissolved as at the LPD), HNG Capital, HHSB 	<p><u>Interested major shareholder(s)</u></p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p><u>Interested Director(s)</u></p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ Gan Boon Hean⁽⁷⁾ 	<p>Payment of fees made by CTL, CEL, LESB, LIL II, LIPL, LSE, LSE II, LSSB and Leader Energy on behalf of LEPL, LEGSB, LILL, Leader Infrastructure Limited, HNG Capital and HHSB for administrative expenses, capital expenditure and business acquisition expenses.</p> <p>Post Listing, our Group does not intend to enter into such similar transaction with these companies.</p>	<p>998</p> <p>(USD240)</p> <p>(represents 0.6% of our Group's PAT)</p>	<p>2,542</p> <p>(USD613)</p> <p>(represents 1.4% of our Group's PAT)</p>	<p>33</p> <p>(USD7)</p> <p>(represents a negligible % of our Group's PAT)</p>	-

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
1.	<ul style="list-style-type: none"> LEVPL CEVD 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Interest income in relation to the loan extended by LEVPL (lender) to CEVD (borrower) as set out in Section 10.1.3 below.</p> <p>This transaction is recurrent in nature and will subsist until the loan extended by LEVPL (lender) to CEVD (borrower) is fully settled.</p>	-	-	406 (USD92) (represents 0.2% of our Group's PAT)	745 (USD169) (represents 1.1% of our Group's PAT)

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
2.	<ul style="list-style-type: none"> Leader Energy LGRESB 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Advances made by Leader Energy (lender) to LGRESB (borrower) to fund LGRESB's bank guarantee facility and relevant expense. The advances are short term in nature and interest bearing.</p> <p>We envisage that this transaction will subsist after our Listing and is recurrent in nature.</p>	-	-	49,085 (USD11,155) (represent 4.8% of our Group's NA)	-

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
3.	<ul style="list-style-type: none"> Leader Energy LGRESB 	Interested major shareholder(s) <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	Interest income in relation to the loan extended by Leader Energy (lender) to LGRESB (borrower).	-	-	690	595
			This transaction is recurrent in nature and will subsist until the loan extended by Leader Energy (lender) to LGRESB (borrower) is fully settled.			(USD157) (represents 0.4% of our Group's PAT)	(USD135) (represents 0.9% of our Group's PAT)
		Interested Director(s) <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 					

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	From 1 January 2023 up to the LPD (RM'000)
4.	<ul style="list-style-type: none"> HNGCPCL CEL, CEL II, and CTL 	Interested major shareholders <ul style="list-style-type: none"> HNG Capital⁽¹⁾ Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	Payment of rental by CEL ⁽¹¹⁾ , CEL II ⁽¹²⁾ , and CTL ⁽¹³⁾ to HNGCPCL for renting of the office units and facilities at Unit 1-04, 1-02, G-01 and 1-01 #113, Norodom Blvd, Street 240, Sangkat Chak Tomouk, Khan Daun Penh, Phnom Penh, Cambodia from HNGCPCL. The lease entered into by CEL, CEL II and CTL will expire in November 2023, January 2024 and November 2023 respectively. We will renew the lease agreement prior to its respective expiry dates. This transaction is recurrent in nature and will subsist after our Listing.	965	1,038	1,114	355
				(USD229) (represents 0.6% of our Group's PAT)	(USD251) (represents 0.6% of our Group's PAT)	(USD253) (represents 0.6% of our Group's PAT)	(USD81) (represents 0.5% of our Group's PAT)
5.	<ul style="list-style-type: none"> GUH LSE II 	Interested major shareholders <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	Payment of rental by LSE II to GUH for the lease of part of the freehold land known as Geran 87076 Lot 5, Pekan Bukit Selambau, Daerah Kuala Muda, Kedah which our LSE II Plant is located ⁽¹⁴⁾ . This transaction is recurrent in nature and will subsist after our Listing.	172	173	181	60
				(represents a negligible % of our Group's PAT)	(represents a negligible % of our Group's PAT)	(represents a negligible % of our Group's PAT)	(represents a negligible % of our Group's PAT)
		Interested Director(s) <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 					

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
6.	<ul style="list-style-type: none"> Jeska Properties Sdn. Bhd ("JPSB") LEVSB 	<p>Interested major shareholders</p> <ul style="list-style-type: none"> Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Director(s)</p> <ul style="list-style-type: none"> Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ 	<p>Payment of rental by LEVSB to JPSB⁽¹⁵⁾ for renting the office space and facilities at Suite 7F, Menara Northam, 55, Jalan Sultan Ahmad Shah, 10050 Penang from JPSB.</p> <p>The tenancy will expire in August 2024.</p> <p>This transaction is recurrent in nature and will subsist after our Listing.</p>	-	-	-	15

(represents a negligible % of our Group's PAT)

10. RELATED PARTY TRANSACTIONS

(iv) Other recurrent related party transactions

No.	Transacting parties	Nature of relationship	Nature of transaction	Transaction Value			From 1 January 2023 up to the LPD (RM'000)
				FYE 2020 (RM'000)	FYE 2021 (RM'000)	FYE 2022 (RM'000)	
7.	<ul style="list-style-type: none"> LSSB Leader Cable Industry Berhad 	<p>Interested major shareholder(s)</p> <ul style="list-style-type: none"> HNG Capital⁽¹⁾. Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato' H'ng Chun Hsiang⁽³⁾ Datin Seri H'ng Hsieh Ling⁽⁴⁾ <p>Interested Directors</p> <ul style="list-style-type: none"> Tan Sri Dato' Seri H'ng Bok San⁽²⁾ Dato Sri Fong Joo Chung (he is the director of Leader Energy. He is also the director of Sarawak Cable Berhad, the holding company of Leader Cable Industry Berhad. 	<p>Sales of electricity by LSSB to Leader Cable Industry Berhad pursuant to the PPA entered between LSSB to Leader Cable Industry Berhad on 30 July 2021⁽¹⁶⁾ for the installation of solar PV system and the sale of electricity generated by the solar PV system to Leader Cable Industry Berhad.</p> <p>The PPA will expire in May 2043.</p> <p>This transaction is recurrent in nature and will subsist after our Listing.</p>	-	-	316	186
						(represents 0.1% of our Group's revenue)	(represent a 0.1% of our Group's revenue)

Note:

The exchange rates for the respective FYEs are applied in the table above, unless specified otherwise:

	FYE 2020	FYE 2021	FYE 2022	From 1 January 2023 up to the LPD
RM to USD 1.00				
Average rate	4.2154	4.1437	4.4002	4.3996
Closing rate	4.0170	4.1650	4.3900	4.4585

10. RELATED PARTY TRANSACTIONS

The average rate is used for the translation of income and expense items in the statement of comprehensive income in the consolidated financial statements of our Company, and the closing rate is used for the translation of assets and liabilities in the statement of financial position in the consolidated financial statements of our Company.

- (1) HNG Capital is a Promoter and major shareholder of Leader Energy. LEPL, LILL (prior to its dissolution), LEGSB (an indirect wholly-owned subsidiary held via LEPL), HNGMS, Leader Infrastructure Limited (prior to its dissolution) and HNGCLL are the direct and indirect wholly-owned subsidiaries of HNG Capital. HNG Capital is also the substantial shareholder of Sarawak Cable Berhad which in turns holds 100.00% of Leader Cable Industry Berhad. HNG Capital has 49.00% effective equity interest in HNGCPCL.
- (2) Tan Sri Dato' Seri H'ng Bok San is a Promoter, Director and an indirect major shareholder of Leader Energy through his 30.00% direct equity interest in HNG Capital. He is also a director of HNG Capital and its subsidiaries, namely LEPL, HNGMS and HNGCPCL. He is the father of Dato' H'ng Chun Hsiang and Datin Seri H'ng Hsieh Ling. As at the LPD, he was a director of our subsidiaries, namely LSEPL and LGRESB, and has resigned as the director of LSEPL and LGRESB with effect from 2 May 2023. As at the LPD, he is also the executive chairman/non-independent director of GUH and an indirect major shareholder of GUH by virtue of his spouse's and children's shareholdings in GUH, as well as his shareholdings in Zun Holdings Sdn Bhd. Nevertheless, Tan Sri Dato' Seri H'ng Bok San has re-designated himself from the position of executive chairman of GUH and remain as the non-executive chairman of GUH since 1 June 2023.
- (3) Dato' H'ng Chun Hsiang is a Promoter, Director and an indirect major shareholder of Leader Energy through his 40.00% direct equity interest in HNG Capital. He is also a director of HNG Capital and its subsidiaries, namely LEPL, LEGSB, LILL (prior to its dissolution), HNGMS, Leader Infrastructure Limited (prior to its dissolution), HNGCLL and HNGCPCL. He is the son of Tan Sri Dato' Seri H'ng Bok San and brother of Datin Seri H'ng Hsieh Ling. He is a director of our subsidiaries, namely LIL II, CTL, CEL, LEVPL, LIPL, CEL II, LNTH, LGRESB, LSEPL, LESB, LEVSB, LSE, LSE II, LTCCL, LILL II, LSSB, LCL and LCL II. He was the director of our subsidiary YBSSPCL before LGRECL disposed of its shares in YBSSPCL on 17 July 2023. He is also an indirect major shareholder of GUH by virtue of his shareholdings in Zun Holdings Sdn Bhd. Dato' H'ng Chun Hsiang is also the director and indirect major shareholder of JPSB by virtue of this shareholdings in Chlomar Sdn Bhd.
- (4) Datin Seri H'ng Hsieh Ling is a Promoter, Director and an indirect major shareholder of Leader Energy through her 30.00% direct equity interest in HNG Capital. She is also a director of HNG Capital and its subsidiaries, namely LEPL, LEGSB, LILL (prior to its dissolution), HNGMS, Leader Infrastructure Limited (prior to its dissolution), HNGCLL and HNGCPCL. She is the daughter of Tan Sri Dato' H'ng Bok San and sister of Dato' H'ng Chun Hsiang. As at the LPD, she was a director of our subsidiaries, namely LIL II, CTL, CEL, LEVPL, LIPL, CEL II, LNTH, LCL, LCL II, LESB, LSE, LSE II, LTCCL and LSSB. She has resigned from LESB, LSE, LSE II, LSSB, LIL II, LIPL, LEVPL and LNTH on 2 May 2023. Datin Seri H'ng Hsieh Ling is in the midst of resigning as a director of LCL, CEL, LCL II, CEL II, LTCCL, CTL, with the target completion in the third quarter of 2023. She is also the non-executive director of GUH and an indirect major shareholder of GUH by virtue of her shareholdings in Zun Holdings Sdn Bhd. Datin Seri H'ng Hsieh Ling is also the director and indirect major shareholder of JPSB by virtue of this shareholdings in Young City Sdn Bhd.
- (5) Computed based on the exchange rate of USD1.00:RM4.1895 as extracted from BNM's website on 24 February 2022, being the agreed exchange rate translation as set out in the SSA.
- (6) Computed based on USD1.00:RM4.4845 as extracted from BNM's website on 2 September 2022, being the date of the SSA.
- (7) Gan Boon Hean is a Director and the Group CEO of Leader Energy and a director of our subsidiaries namely CEL, CEL II, CTL, LCL, LCL II, LESB, LEVSB, LGRESB, LIL II, LILL II, LIPL, LNTH, LSE, LSE II, LSEPL, LTCCL and LSSB. He was the director of our subsidiary YBSSPCL before LGRECL disposed of its shares in YBSSPCL on 17 July 2023. He is the director of our subsidiary LEVPL with effect from 2 May 2023. He was also a director of the subsidiaries of HNG Capital namely Leader Infrastructure Limited (prior to its dissolution), LILL (prior to its dissolution) and LEGSB.

10. RELATED PARTY TRANSACTIONS

- (8) *Outgoing lender is the original lender who provided the advances or granted loan to the borrower company ("**Borrowings**"), which subsequently assigned the Borrowings and its right to receive the repayment of Borrowings to the assignee. Upon the assignment, the outgoing lender no longer has the rights to receive the repayment of Borrowings from the borrower company, and the assignee enjoys all the rights and benefits, and risks of the outgoing lender as if the assignee is the original lender.*
- (9) *HNGMS had entered into a corporate advisory and administration support agreement with CTL, CEL, CEL II, LCL, LCL II, LESB, LEVPL, LIL II, LILL II, LIPL, LSE, LSE II, LTCCL, LSEPL, Leader Energy and LYS Energy respectively at an agreed annual fee, which is subject to revision on a yearly basis, to provide corporate advisory and administrative support for each of the respective companies. The agreement shall continue to subsist unless otherwise terminated: (i) if either party is wound up; (ii) if any breach is not remedied within one month upon request from the non-defaulting party; or (iii) if a three months' advance notice of termination is served to the other party. The agreement with CTL, CEL, CEL II, LCL, LCL II, LESB, LEVPL, LIL II, LILL II, LIPL, LSE, LSE II, LTCCL, LSEPL, Leader Energy and LYS Energy respectively have been terminated with effect from 1 October 2022. Following the termination of the said agreements, LEVSB provides the corporate advisory and administration support services for the respective companies.*
- (10) *LEGSB had entered into a management services agreement with LNTH, CEL, CEL II, LSE, LSE II, CTL, LEVPL, LSSB, LYS Energy, LEVSB and LESB respectively at an agreed annual fee to provide management services in relation to finance, project management, operation and maintenance. The payment of the fees is on semi-annually basis and is subject to revision on a yearly basis. The agreement shall continue to subsist unless otherwise terminated: (i) if either party is wound up; (ii) if any breach is not remedied within one month upon request from the non-defaulting party; or (iii) if a three months' advance notice of termination is served to the other party. The agreement with CEL, CEL II, LSE, LSE II, CTL, LEVPL, LSSB, LYS Energy, LEVSB and LESB respectively have been terminated with effect from 1 October 2022. LEGSB has also separately terminated the agreement with LNTH with effect from 29 June 2023. Following the termination of the said agreements, LEHB and LEVSB provide the management services for the said companies.*
- (11) *The salient terms of the lease agreement dated 1 September 2017 between HNGCPCL (landlord) and CEL (tenant) which was subsequently renewed by the confirmation letter of lease renewal dated 16 November 2020 for Unit 1-04 #113, Norodom Blvd, Street 240, Sangkat Chak Tomouk, Khan Daun Penh, Phnom Penh, Cambodia are as follows:*
- (i) *the lease is for a term of three years commencing from 1 December 2020 to 30 November 2023 which may be renewed for a further term of three years upon the expiration;*
 - (ii) *the monthly rental of USD836.33 is payable on or before the first day of each month. A late payment interest at a simple rate of 8.0% per annum, calculated on a daily basis shall be charged by HNGCPCL (landlord) from the date the said sum is due for payment until the full settlement of all rental payment and/or any amount payable to HNGCPCL (landlord) which is due for more than 15 days from the date the said sum is due for payment;*
 - (iii) *subject to CEL's (tenant) payment of the parking charges of USD100 per month (inclusive of VAT), HNGCPCL (landlord) will allocate two carpark lots to CEL (tenant) which is payable on or before the first day of each month. The designated carpark lots will be assigned to CEL (tenant) at the absolute discretion of HNGCPCL (landlord) on a first come first serve basis;*
 - (iv) *the premises must be used only as office for CEL (tenant) to conduct its business as outline in CEL's (tenant) company registration and approved by HNGCPCL (landlord);*
 - (v) *CEL (tenant) shall submit to HNGCPCL (landlord) its plans and specifications for its proposed renovation and modification of the premises for HNGCPCL's (landlord) approval. CEL (tenant) must not carry out works involving or affecting the structure or exterior of the premises and the hacking of the floors or the structural columns and beams of the premises;*
 - (vi) *HNGCPCL (landlord) will have the right to forfeit all monies paid under the tenancy and to offer to lease the premises to any other party without reference to CEL (tenant) if CEL (tenant) defaults in the performance of any of its obligation and fails to remedy within 14 days after being requested by HNGCPCL (landlord); and*
 - (vii) *the tenancy may be terminated with immediate effect by written notice if CEL (tenant) becomes insolvent or a petition is presented, or any other step is taken for winding-up or judicial management of CEL (tenant).*

10. RELATED PARTY TRANSACTIONS

- (12) *The salient terms of the lease agreement dated 8 December 2017 between HNGCPCL (landlord) and CEL II (tenant) which was subsequently renewed by the confirmation letter of lease renewal dated 16 November 2020 for Unit 1-02 #113, Norodom Blvd, Street 240, Sangkat Chak Tomouk, Khan Daun Penh, Phnom Penh, Cambodia are as follows:*
- (i) *the tenancy is for a term of three years commencing from 2 January 2021 to 1 January 2024, which may be renewed for a further term of three years upon the expiration;*
 - (ii) *the monthly rental of USD3,709.13 is payable on or before the first day of each month. A late payment interest at a simple rate of 8.0% per annum, calculated on a daily basis shall be charged by HNGCPCL (landlord) from the date the said sum is due for payment until the full settlement of all rental payment and/or any amount payable to HNGCPCL (landlord) which is due for more than 15 days from the date the said sum is due for payment;*
 - (iii) *subject to CEL II's (tenant) payment of the parking charges of USD50 per month (inclusive of VAT), HNGCPCL (landlord) will allocate one carpark lot to CEL II (tenant) which is payable on or before the first day of each month. The designated carpark lots will be assigned to CEL II (tenant) at the absolute discretion of HNGCPCL (landlord) on a first come first serve basis;*
 - (iv) *the premises must be used only as office for CEL II (tenant) to conduct its business as outline in CEL II's (tenant) company registration and approved by HNGCPCL (landlord);*
 - (v) *CEL II (tenant) shall submit to HNGCPCL (landlord) its plans and specifications for its proposed renovation and modification of the premises for HNGCPCL's (landlord) approval. CEL II (tenant) must not carry out works involving or affecting the structure or exterior of the premises and the hacking of the floors or the structural columns and beams of the premises;*
 - (vi) *HNGCPCL (landlord) will have the right to forfeit all monies paid under the tenancy and to offer to lease the premises to any other party without reference to CEL II (tenant) if CEL II (tenant) defaults in the performance of any of its obligation and fails to remedy within 14 days after being requested by HNGCPCL (landlord); and*
 - (vii) *the tenancy may be terminated with immediate effect by written notice if CEL II (tenant) becomes insolvent or a petition is presented, or any other step is taken for winding-up or judicial management of CEL II (tenant).*
- (13) *The salient terms of the lease agreement dated 20 July 2017 between HNGCPCL (landlord) and CTL (tenant) which was subsequently renewed by the confirmation letter of lease renewal dated 16 November 2020 for Unit G-01 & 1-01 #113, Norodom Blvd, Street 240, Sangkat Chak Tomouk, Khan Daun Penh, Phnom Penh, Cambodia are as follows:*
- (i) *the tenancy is for a term of three years commencing from 1 December 2020 to 30 November 2023, which may be renewed for a further term of three years upon the expiration;*
 - (ii) *the monthly rental of USD12,653.55 is payable on or before the first day of each month of the term. A late payment interest at a simple rate of 8.0% per annum, calculated on a daily basis shall be charged by HNGCPCL (landlord) from the date the said sum is due for payment until the full settlement of all rental payment and/or any amount payable to HNGCPCL (landlord) which is due for more than 15 days from the date the said sum is due for payment;*
 - (iii) *subject to CTL's (tenant) payment of the parking charges of USD200 per month (inclusive of VAT), HNGCPCL (landlord) will allocate four carpark lots to CTL (tenant) which is payable on or before the first day of each month of the term. The designated carpark lots will be assigned to CTL at the absolute discretion of HNGCPCL (landlord) on a first come first serve basis;*
 - (iv) *the premises must be used only as office for CTL (tenant) to conduct its business as outline in CTL (tenant) company registration and approved by HNGCPCL (landlord);*
 - (v) *CTL (tenant) shall submit to HNGCPCL (landlord) its plans and specifications for its proposed renovation and modification of the premises for HNGCPCL's (landlord) approval. CTL (tenant) must not carry out works involving or affecting the structure or exterior of the premises and the hacking of the floors or the structural columns and beams of the premises;*
 - (vi) *HNGCPCL (landlord) will have the right to forfeit all monies paid under the tenancy and to offer to lease the premises to any other party without reference to CTL (tenant) if CTL (tenant) defaults in the performance of any of its obligation and fails to remedy within 14 days after being requested by HNGCPCL (landlord); and*

10. RELATED PARTY TRANSACTIONS

- (vii) *the tenancy may be terminated with immediate effect by written notice if CTL (tenant) becomes insolvent or a petition is presented, or any other step is taken for winding-up or judicial management of CTL (tenant).*
- (14) *The salient terms of the lease agreement dated 23 February 2018 between GUH (lessor) and LSE II (lessee) for part of the freehold land known as Geran 87076 Lot 5, Pekan Bukit Selambau, Daerah Kuala Muda, Negeri Kedah, measuring approximately 15,626,279 sq ft of the land area with the built-up area of 3,134,883 sq ft, are as follows:*
- (i) the lease is for a term of 23 years commencing from 21 December 2018 to 20 December 2041 with the option to renew upon the expiration of the term;*
 - (ii) the rental is RM172,417.58 per annum based on the unit rate of RM0.055 per annum per square foot of the leased land for the first three years. The rental for the subsequent term shall increase at the rate of 5.0% every three years from the initial rate of RM0.055 per annum per square foot;*
 - (iii) if LSE II (lessee) renews the lease after the expiration of the initial term, the rental for the first three years of the renewed term shall be RM242,608.84 per annum based on the annual rate of RM0.0774 per square foot of the leased land. The rental for every subsequent three years of the renewed term shall be increased by 5.0% from the rental of the preceding three years;*
 - (iv) LSE II (lessee) can only use the leased land for the purpose of LSE II Plant;*
 - (v) subject to LSE II (lessee) having obtained all the necessary approvals, permits and consents from the relevant authorities, GUH (lessor) shall permit LSE II (lessee) to construct or erect buildings, premises, plants and equipment, roads, transmission lines and bridges and any other structures or facilities on the leased land for purposes of the LSE II Plant and for other ancillary and supporting activities relating to the LSE II Plant;*
 - (vi) the non-defaulting party may terminate the lease agreement if the defaulting party fails to remedy its default in the performance of any of its obligation under the lease agreement within the prescribed time; and*
 - (vii) if GUH (lessor) intends to dispose the leased land during the term or renewed term, it shall first notify in writing and grant LSE II (lessee) the option to purchase the leased land.*
- (15) *The salient terms of the tenancy agreement dated 1 June 2018 between JPSB (landlord) and LEGSB (tenant) which has been subsequently: (a) revised and renewed by the renewal letter dated 3 May 2021 between JPSB (landlord) and LEGSB (tenant); and (b) novated by LEGSB (outgoing tenant) to LEVSB (new tenant) dated 1 January 2023 for a portion of property held under Hakmilik Strata No. Berdaftar Geran 62181/M1/Menara A/6/11, No. Petak 11, No. Tingkat 6, Bangunan No. M1 Menara A erected on Lot No. 1242, Bandar Georgetown, Seksyen 13, Daerah Timur Laut, Pulau Pinang measuring 1,774 sq ft together with a unit of office lot bearing address Suite 7F, Menara Northam, 55 Jalan Sultan Ahmad Shah, 10050 Penang are as follows:*
- (i) the tenancy is for a term of three years commencing from 1 September 2021 to 31 August 2024, which may be renewed for a further two term of three years for each term upon the expiration of the term;*
 - (ii) the monthly rental is RM3,725.40;*
 - (iii) the premises must be used only as office for LEVSB (tenant) as an office only;*
 - (iv) LEVSB (tenant) shall submit its renovation/alteration plans to JPSB (landlord) and to obtain its prior approval to carry out any renovation or alterations to the premises;*
 - (v) the tenancy may be terminated if LEVSB (tenant) defaults in the performance of any of its obligation, goes into liquidation or if it enters into any composition with its creditors; and*
 - (vi) upon the expiration of the first two years of the term and in the event that there is reduction in the number of staff/employees of LEVSB (tenant), LEVSB (tenant) is entitled to reduce the rented area by serving an at least six months prior notice or by paying six months rental to JPSB (landlord) in lieu of notice to reduce the Rented Area.*

10. RELATED PARTY TRANSACTIONS

- (16) *The salient terms of the PPA dated 30 July 2021 between LSSB (service provider) and Leader Cable Industry Berhad (offtaker) for the installation of solar PV system at Lot 1385, Kawasan Perusahaan Tikam Batu, Tikam Batu, 08600 Sungai Petani, Kedah with the capacity of approximately 1,329.5kWp and the sale of electricity generated by the solar PV system to Leader Cable Industry Berhad are as follows:*
- (i) the PPA is for a term of 20 years commencing from 11 May 2022 (being the COD) to 10 May 2042;*
 - (ii) the offtaker shall pay the service provider for the solar energy in accordance with the solar tariff as follows:*
 - (a) from the COD until the 10th anniversary of the COD: RM0.27/kWh;*
 - (b) from the commencement of the 11th year until the 20th anniversary of COD: RM0.25/kWh;**any variation of the solar tariff shall be mutually agreed between the service provider and the offtaker;*
 - (iii) upon the expiry of the term of the PPA and the offtaker's payment of any and all sums due under the PPA, the service provider shall transfer ownership of the solar PV system, free of all encumbrances, pledges and liens on the solar PV system (if any), to the offtaker. The offtaker shall assume ownership and responsibility of the solar PV system upon such transfer and the service provider shall be discharged from any and all obligations or liabilities in relation to the solar PV system;*
 - (iv) at any time prior to the expiry of the term and subject to the following conditions, the offtaker shall have the option to exercise an early buy-out of the solar PV by way of giving 60 days written notice to the service provider:*
 - (a) the service provider shall have the option but not the obligation to sell the solar PV system to the offtaker;*
 - (b) the service provider shall within 60 days of the date of the notice issued by the offtaker, accept or reject the option for an early buy-out of the solar PV system;*
 - (c) if the service provider agrees to the early buy-out of the solar PV system, the early buy-out price shall be determined and in pursuant to the early buy-out price as stipulated in the PPA that varies on a yearly basis;*
 - (d) the early buy-out price shall be payable within 30 days of receipt of the service provider's confirmation of the early buy-out. Such payment of the early buy-out price shall be in the form of a single lump sum payment in its entirety by the offtaker to the service provider;*
 - (e) the offtaker shall pay all amounts due and payable by it to the service provider under the PPA; and*
 - (f) the offtaker shall assume complete ownership and responsibility of the solar PV system upon the full payment of the early buy-out price and all other amounts due and payable by the offtaker under the PPA to the service provider. This PPA shall then be deemed terminated and the service provider shall be discharged from any and all further obligations under the PPA.*

10. RELATED PARTY TRANSACTIONS

- (v) *the PPA may be terminated by the non-defaulting party upon service of a written notice to the defaulting party within 30 days of the expiry of the remedy period. Remedy period means 12 weeks period within which the defaulting party has available to rectify and remedy the situation in a diligent and amicable manner:*
- (a) *if the offtaker is the defaulting party:*
- (1) *the offtaker shall exercise a buy-out of the solar PV system and shall pay to the service provider the applicable offtaker defaulting fee corresponding with the year in which such buy-out take place as stipulated in the PPA, and all other sums due under the PPA within 30 days of receiving the termination notice from the service provider. Such payment of the offtaker defaulting fee and other sums due under the PPA shall be in the form of a single lump sum payment in its entirety by the offtaker to the service provider;*
 - (2) *in the event the offtaker fails, refuses or neglects to exercise the buy-out of the solar PV system and/or pay the offtaker defaulting fee to the service provider within the timeline agreed, the service provider shall in addition to any other rights and remedies provided in the PPA, be entitled to impose the default interest on the offtaker, or remove or dismantle the solar PV system.*
- (b) *If the service provider is the defaulting party:*
- (1) *the service provider shall pay to the offtaker the applicable service provider defaulting fee corresponding with the year in which such termination takes place as stipulated in the PPA, within 30 days of receiving the termination notice from the offtaker. Such payment of the service provider defaulting fee shall be in the form of a single lump sum payment in its entirety by the service provider to the offtaker. In the event the service provider fails to pay the service provider defaulting fee upon expiry of the timeline agreed, the offtaker may impose the default interest on the service provider at its absolute discretion;*
 - (2) *the offtaker may exercise an early buy-out of the solar PV system. Upon such occurrence, the service provider shall sell the solar PV system to the offtaker at the early buy-out price corresponding with the year in which such early buy-out takes place as stipulated in the PPA. However, if the offtaker does not exercise an early buy-out, the service provider shall retain ownership of the solar PV system and shall be obligated to remove the solar PV system at its own expense from the site within 180 days from the receipt of the termination notice.*

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10. RELATED PARTY TRANSACTIONS

Our Directors confirm that the above material related party transactions and potential recurrent related party transaction were/will be conducted on arm's length basis and on normal commercial terms which were/are not more favourable to the related parties than those generally available to the public and are not detrimental to our non-interested shareholders.

Post Listing, we will be required to seek our shareholders' approval each time we enter into a material related party transaction in accordance with the Listing Requirements. However, if such related party transactions can be deemed as recurrent related party transactions, we may seek a general mandate from our shareholders 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 validity period of the general mandate.

In addition, to safeguard the interest of our Group and our minority shareholders, and to mitigate any potential conflict of interest situation, our Audit Committee will, amongst others, supervise and monitor any related party transaction and the terms thereof and report to our Board for further action. Where necessary, our Board will make appropriate disclosures in our annual report with regard to any recurrent related party transactions entered into by us.

In the event that there are any proposed related party transactions that require the prior approval of our shareholders, our Directors, Substantial Shareholders and/or persons connected with them which have any interest, direct or indirect, in the proposed related party transaction will abstain from voting in respect of his/her/their direct and/or indirect shareholdings in our Company. Such interested shareholder, Director, Substantial Shareholder will also undertake to ensure that the persons connected with them will abstain from voting on the resolution approving the proposed related party transaction at the general meeting. Please refer to Section 10.2 of this Prospectus for further information.

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

There were no related party transactions entered into that are unusual in their nature or conditions, involving goods, services, tangible or intangible assets to which Leader Energy or any of our subsidiaries were a party in respect of the Period under Review and up to the LPD.

10.1.3 Outstanding loans and/or financial assistance made to or for the benefit of a related party

One of our subsidiaries, namely LEVPL (lender) which holds 49.00% equity interest in our jointly controlled entity, CEVD, has made advances to CEVD (borrower) at the amount of USD4.7 million (equivalent to approximately RM20.9 million)⁽¹⁾ as at FYE 2022. The advances to CEVD is to fund the deposit shortfall for the issuance of a letter of credit to Powerchina Jiang Xi Electric Power Engineering Co. Ltd⁽²⁾ and the operating cashflow of CEVD. CEVD is to repay the advances from LEVPL within six months from the disbursement date. However, CEVD had requested for and LEVPL had agreed to grant an extension until 1 March 2024 for the repayment of advances from LEVPL. The repayment of advances was extended as it is expected for the cash flow position of CEVD to improve after Phase 2 of the Phu My 1 Plant and Phase 2 of the Phu My 3 Plant having commenced their operation in May 2023. Consequently, no provision of doubtful debt has been made for the outstanding advances extended by LEVPL to CEVD.

The advances are short term in nature and interest bearing. The interest rate charged by LEVPL (lender) is based on the standard Vietnam bank interest rate for a project loan provided to a company.

BCGE (the other shareholder of CEVD) had made three shareholder's advances to CEVD. As at the LPD, an amount of VND699,490 million (equivalent to approximately RM132.9 million)⁽³⁾ remained outstanding. The advances by BCGE to CEVD are to fund capital expenditure for the construction of the Phu My Plants. The shareholder's advances from BCGE shall be repaid as follows:

10. RELATED PARTY TRANSACTIONS

Shareholder's advance ("SA")		Repayment period	Status of repayment
(a)	SA 1	<p>(i) Repayment of the first instalment:</p> <p>(a) If the Phu My 1 Plant, Phu My 2 Plant and Phu My 3 Plant achieved COD simultaneously⁽⁴⁾, the first instalment shall be repaid on the next business day after the COD of the Phu My 1 Plant, Phu My 2 Plant and Phu My 3 Plant;</p> <p>(b) If the COD of Phu My 1 Plant, Phu My 2 Plant and Phu My 3 Plant does not occur simultaneously⁽⁴⁾, the first instalment shall be repaid on the business day immediately after the day on which the last of either Phu My 1 Plant, Phu My 2 Plant or Phu My 3 Plant achieves the full COD.</p> <p>(ii) Other instalments shall be repaid on the 25th of each February, May, August and November while such advance remains outstanding.</p> <p>The principal of the SA 1 shall be repaid in full on or prior to 31 December 2031.</p>	<p>CEVD has made instalment payment of approximately VND27,170 million and the amount outstanding as at the LPD is VND337,254 million.</p> <p>The principal of SA 1 shall be repaid in full on or prior to 31 December 2031.</p>
(b)	SA 2	SA 2 shall only be repaid by CEVD to BCGE upon LEVPL's consent in writing to such repayment being obtained by CEVD.	There was no consent requested by CEVD for the repayment of SA 2 and the SA 2 remains outstanding as at the LPD.
(c)	SA 3	CEVD shall repay the principal amount of the relevant instalment no later than six months after the date of disbursement of each instalment.	As at the LPD, the repayment of SA 3 has been extended until 1 March 2024.

Save for SA 2 which is interest free, the interest rate charged by BCGE for SA 1 and SA 3 is also the same rate that is charged by LEVPL for its shareholder's loan to CEVD.

Note:

- (1) Computed based on the average exchange rate of USD1:RM4.4002 for FYE 2022.
- (2) Powerchina Jiang Xi Electric Power Engineering Co., Ltd and Powerchina Vietnam Limited Company (collectively referred to as "**Contractors**") provide fixed priced turnkey design, engineering, procurement, construction, installation, commissioning, testing, performance testing services for the Phu My Plants developed/to be developed by CEVD. In consideration of the Contractors' services, CEVD shall provide a legal binding confirmation of irrevocable and confirmed letter of credit issued by local banks to and accepted by the Contractors.
- (3) Computed based on the exchange rate of VND100:RM0.0190 as extracted from BNM's website on 28 April 2023. As at the LPD, the amount outstanding for the three shareholder's advances from BCGE are as follows:
- (i) SA 1: VND337,254 million (equivalent to RM64.1 million);
- (ii) SA 2: VND117,256 million (equivalent to RM22.3 million); and
- (iii) SA 3: VND244,980 million (equivalent to RM46.5 million).

10. RELATED PARTY TRANSACTIONS

(4) As at the LPD, the respective CODs of the Phu My Plants are as follows:

Name of plant	GIC (MWp)	COD
<i>Phu My 2 Plant</i>	<i>110</i>	<i>December 2020</i>
<i>Phase 1 of the Phu My 1 Plant</i>	<i>37</i>	<i>December 2020</i>
<i>Phase 1 of the Phu My 3 Plant</i>	<i>69</i>	<i>December 2020</i>
<i>Phase 2 of the Phu My 1 Plant</i>	<i>83</i>	<i>May 2023</i>
<i>Phase 2 of the Phu My 3 Plant</i>	<i>31</i>	<i>May 2023</i>

10.1.4 Provision of guarantees by our Promoters, Substantial Shareholders and Directors for the banking facilities granted to our Group

Our Promoters, Substantial Shareholders and Directors namely, HNG Capital, Tan Sri Dato' Seri H'ng Bok San, Dato' H'ng Chun Hsiang and Datin Seri H'ng Hsieh Ling have provided corporate guarantees and personal guarantees (as the case may be) for certain outstanding banking facilities extended by the existing financiers of Leader Energy ("**Financiers**") to LSSB, LEVSB, LIL II, CEL II, LILL II, CEL, LNTH, LSEPL, LYS Energy, LGRESB and CTL II. The aggregate amount of facilities being guaranteed by our Promoters, Substantial Shareholders and Directors (as the case may be) as at the LPD is approximately RM3.2 billion.

We have obtained conditional approvals to discharge and/or uplift the corporate guarantees and personal guarantees provided by our Promoters, Substantial Shareholders and Directors (as the case may be) by substituting the same with corporate guarantees from Leader Energy ("**Upliftment**") subject to the success of the Listing. Subsequently, we have written to the financiers to seek approvals for the Upliftment to be completed upon the registration of this Prospectus.

10.2 MONITORING AND OVERSIGHT OF RELATED PARTY TRANSACTIONS

10.2.1 Audit Committee review

Our Audit Committee monitors and reviews the related party transactions and recurrent related party transactions that may arise within the Leader Energy Group, including any transaction, procedure, course of conduct, conflicts of interest and related party transactions within the Leader Energy Group.

In addition, our Audit Committee also makes recommendation to our Board in relation to the related party transactions policy of the Leader Energy Group as set out in Section 10.2.2 of the Prospectus and ensure that the senior management establishes a comprehensive corporate governance framework for the purposes of identifying, evaluating, approving, reporting and monitoring conflict of interest situations between Leader Energy Group and our related party(ies).

Our Audit Committee, through its Chairman, will report a summary of significant matters to our Board for its further consideration and action.

10. RELATED PARTY TRANSACTIONS

10.2.2 Leader Energy Group's policy on related party transactions

Related party transactions involve conflicts of interest between Leader Energy Group and the related parties with whom Leader Energy Group has entered into such transactions. As disclosed in Section 10.1 of the Prospectus, some of our Promoters, Substantial Shareholders, Directors and Key Senior Management are also directors and, in some cases, shareholders of the related parties of Leader Energy Group and with respect to these related party transactions, may individually and in aggregate have conflicts of interest. It is the policy of Leader Energy Group that the related party transactions must be disclosed to the senior management for reporting to our Audit Committee. The related party transactions must be reviewed by our Audit Committee to ensure the rationale and benefit of Leader Energy is first considered as well as that they are negotiated and agreed upon in the best interest of our Company on an arm's length basis, and are based on normal commercial terms not more favourable to the related party than those generally available to the public, and are not to the detriment of the interest of our Company's non-interested shareholders. Where possible, comparative quotes will be taken into consideration.

In addition, we plan to adopt comprehensive corporate governance framework that meets the best practice principles to mitigate any potential conflict of interest situation, comply with the Listing Requirements, and adhere to the Malaysian Code on Corporate Governance. The procedures include but are not limited to the requirement that the Director with direct or indirect interest must abstain from Board deliberations and voting on the relevant resolution in respect of the related party transactions or the matters. In addition, the Director or the Substantial Shareholder with direct or indirect interest or a person connected to them must not vote on the resolution approving the transactions. However, if the related party transactions are deemed as recurrent related party transactions, Leader Energy may seek a general mandate from its shareholders to enter into the transactions subject to several conditions (among others, such shareholders' mandate is subject to annual renewal and the transactions are in the ordinary course of business and are on terms not more favourable to the related parties than those generally available to the public) without having to seek separate shareholders' approval each time we wish to enter into such related party transactions during the validity period of the general mandate.

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