

TA WIN HOLDINGS BERHAD
(Company No. 291592-U)
(Incorporated in Malaysia)
Registered Office
No. 308, Block A (3rd Floor),
Kelana Business Centre,
97, Jalan SS7/2, Kelana Jaya,
47301 Petaling Jaya,
Selangor Darul Ehsan.

EXTRACT OF THE MINUTES OF EXTRAORDINARY GENERAL MEETING HELD ON 26TH
DAY OF MARCH, 2019

PRESENT : Dato' Yeo Boon Leong, JP - Chairman of Meeting
Dato' Sri Ngu Tieng Ung, JP
Mr. Tan Poo Chuan
Datin Azreen Binti Abu Noh
Dato' Paduka Dr. Hii King Hiong
Mr. Yao Kee Boon
As per attendance list

IN ATTENDANCE : Mr. Ho Meng Chan) Joint - Secretaries
Ms. Wu Siew Hong)

1. CHAIRMAN

The Chairman, Dato' Yeo Boon Leong, JP called the meeting to order upon the confirmation of the presence of a quorum by the Company Secretary. He extended a warm welcome to everyone present at the meeting and introduced the Board of Directors to the members.

2. NOTICE OF MEETING

The notice convening the meeting, having been circulated, was taken as read with the consent from the members.

3. PROPOSED RIGHTS ISSUE AND PROPOSED AMENDMENTS

The Chairman informed that all resolutions tabled at the Meeting should be voted by way of a poll and the poll results would be verified by the scrutineers, Commercial Quest Sdn. Bhd.. The polling process for the resolutions would be conducted upon completion of the deliberation of all items to be transacted at the Meeting.

The Chairman proceeded to obtain the proposers and seconders of all resolutions set out in the notice of the meeting.

Upon obtaining the proposers and seconders of all resolutions set out in the notice of the meeting the Chairman declared that the registration for attendance at the meeting be closed for proper and orderly conduct of the poll.

The proceedings of the poll were administered by the representatives from the Registrars, Securities Services (Holdings) Sdn. Bhd. and the poll took place at 10.00 a.m. The representatives of Commercial Quest Sdn. Bhd., the scrutineers were present to monitor the polling process.

While waiting for the tabulation of the results of the poll, Mr. Stan Zabolotsky, the Chief Financial and Operating Officer of the Company, upon members' inquiries, briefed the members on the main features of off-take agreement and the new production lines.

Mr. Phua Yee Boon further explained the features of the Proposed Right Issue upon shareholders' inquiries.

The results of the poll for the Proposed Resolutions as per "Appendix 1" were announced at 10.20 a.m. after verification by the scrutineers.

The Chairman then declared that the following resolutions carried :-

ORDINARY RESOLUTION

PROPOSED RENOUNCEABLE RIGHTS ISSUE OF 238,841,790 ORDINARY SHARES IN TA WIN HOLDINGS BERHAD ("TA WIN" OR THE "COMPANY") ("TA WIN SHARES") ("RIGHTS SHARES") AND 477,683,580 IRREDEEMABLE CONVERTIBLE PREFERENCE SHARES IN TA WIN ("ICPS") TOGETHER WITH 159,227,860 FREE DETACHABLE WARRANTS ("WARRANTS") ON THE BASIS OF 3 RIGHTS SHARES AND 6 ICPS TOGETHER WITH 2 WARRANTS FOR EVERY 1 EXISTING TA WIN SHARE HELD ON AN ENTITLEMENT DATE TO BE DETERMINED LATER AT THE ISSUE PRICE OF RM0.10 PER RIGHTS SHARE AND RM0.025 PER ICPS ("PROPOSED RIGHTS ISSUE")

"**THAT** subject to the passing of the Special Resolution and subject to all approvals being obtained from the relevant authorities and/or parties, approval be and is hereby given to the Board of Directors of the Company ("**Board**") to:

- (i) provisionally issue and allot by way of a renounceable rights issue of 238,841,790 Rights Shares and 477,683,580 ICPS together with 159,227,860 Warrants to the shareholders of the Company whose names appear in the Record of Depositors of the Company as at the close of business on an entitlement date to be determined by the Board ("**Entitlement Date**") ("**Entitled Shareholders**") and/or their renounee(s)/transferee(s) (if applicable), on the basis of 3 Rights Shares and 6 ICPS together with 2 Warrants for every 1 existing Ta Win Share held on the Entitlement Date;
- (ii) enter into and execute the deed poll constituting the Warrants ("**Deed Poll**") and to do all acts, deeds and things as the Board may deem fit or expedient in order to implement, finalise and give effect to the Deed Poll wherein each of the Warrants will carry the rights to subscribe, subject to any adjustment in accordance with the Deed Poll, at any time during the Exercise Period (as defined in the Deed Poll) for 1 new Ta Win Share at an exercise price of RM0.20 per Warrant ("**Exercise Price**");
- (iii) issue and allot such number of additional Warrants as may be required or permitted to be issued as a result of any adjustments under the provisions of the Deed Poll ("**Additional Warrants**") and to adjust from time to time, the Exercise Price of the Warrants as a consequence of the adjustments under the provisions of the Deed Poll and/or to effect such modifications, variations and/or amendments as may be imposed, required or permitted by Bursa Malaysia Securities Berhad ("**Bursa Securities**") and any other relevant authorities or parties (if required);
- (iv) issue and allot such number of new Ta Win Shares credited to the holders of the ICPS and/or holders of the Warrants arising from the conversion/exercise of the ICPS and/or Warrants and such further new Ta Win Shares as may be required or permitted to be issued pursuant to the exercise of the Additional Warrants; and

THAT any Rights Shares and ICPS which are not validly taken up or which are not allotted for any reason whatsoever to the Entitled Shareholders and/or their renounee(s)/transferee(s) (if applicable) shall be made available for excess applications in a fair and equitable manner and to such persons ("**Excess Applicants**") as the Board shall determine at its absolute discretion;

THAT the Rights Shares, ICPS, Warrants and new Ta Win Shares to be issued pursuant to the conversion/exercise of the ICPS and/or Warrants (or the Additional Warrants, as the case may be) shall be listed on the Main Market of Bursa Securities;

THAT the proceeds of the Proposed Rights Issue be utilised for the purposes as set out in Section 2.1.6 of the circular to shareholders dated 4 March 2019 (“**Circular**”) and the Board be and is hereby authorised with full powers to vary the manner and/or purpose of utilisation of such proceeds in such manner as the Board may deem fit, necessary and/or expedient or in the best interest of the Company, subject to the approval of the relevant authorities (if required);

THAT the Rights Shares shall, upon allotment, issuance and full payment of the issue price of RM0.10 per Rights Share, rank *pari passu* in all respects with the then existing issued Ta Win Shares, save and except that the holders of Rights Shares shall not be entitled to any dividend, rights, allotments and/or other distributions which may be declared, made or paid to any shareholders, the entitlement date of which is prior to the date of allotment of the Rights Shares;

THAT the new Ta Win Shares to be issued pursuant to the conversion/exercise of the ICPS and/or Warrants (or the Additional Warrants, as the case may be) shall, upon allotment, issuance and full payment of the ICPS conversion price of RM0.10 for 1 new Ta Win Share and/or the full payment of the Exercise Price for the exercise rights of the Warrants, rank *pari passu* in all respects with the then existing issued Ta Win Shares, save and except that the holders of such new Ta Win Shares shall not be entitled to any dividend, rights, allotments and/or other distributions which may be declared, made or paid to any shareholders, the entitlement date of which is prior to the date of allotment of such new Ta Win Shares to be issued pursuant to the conversion/exercise of the ICPS and/or Warrants (or the Additional Warrants, as the case may be);

THAT this Ordinary Resolution constitutes specific approval for the issuance of Shares and securities in the Company contemplated herein which is made pursuant to an offer, agreement or option and shall continue in full force and effect until all Rights Shares, ICPS, Warrants, Additional Warrants (if any) and new Ta Win Shares to be issued pursuant to or in connection with the Proposed Rights Issue have been duly allotted and issued in accordance with the terms of the Proposed Rights Issue;

AND THAT the Board be and is hereby authorised and empowered to do or procure to be done all such acts, deeds and things and to execute, sign and deliver, on behalf of the Company, all such documents to give effect to and complete the Proposed Rights Issue with full powers to assent to any conditions, variations, modifications and/or amendments to the terms of the Proposed Rights Issue as may be required or imposed by any relevant authorities and/or parties and as the Board may deem necessary and expedient to finalise, implement and give full effect to the Proposed Rights Issue.”

SPECIAL RESOLUTION

PROPOSED AMENDMENTS TO THE CONSTITUTION (MEMORANDUM AND ARTICLES OF ASSOCIATION) OF THE COMPANY (“PROPOSED AMENDMENTS”)

“**THAT** subject to the passing of the Ordinary Resolution and conditional upon all relevant approvals being obtained from the relevant authorities and/or parties (where required), approval be and is hereby given for the Proposed Amendments as set out in Appendix A;

AND THAT the Board be and is hereby authorised and empowered to do or procure to be done all such acts, deeds and things and to execute, sign and deliver, on behalf of the Company, all such documents to give effect to and complete the Proposed Amendments with full power to assent to

any conditions, variations, modifications and/or amendments as may be required or imposed by the relevant authorities and/or parties and as the Board may deem necessary and expedient to finalise, implement and give full effect to the Proposed Amendments.”

4. CLOSE OF MEETING

There being no other business, the Chairman of meeting declared the meeting closed after a vote of thanks had been accorded to him.

Memorandum of Association:

- (i) To delete the existing Clause 5 in its entirety and substitute with the new Clause 5 as follows:

“The share capital of the Company is made up of ordinary shares and irredeemable convertible preference shares. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.”

Articles of Association:

- (i) To delete the definition of redeemable convertible preference share and replace with new definition of ICPS to the existing Article 2. The new definition is as follows:

“ICPS means irredeemable convertible preference shares of the Company issued in accordance with the terms and conditions set forth in this Constitution.”

- (ii) To delete the existing Clause 7 in its entirety and substitute with the new Clause 7 as follows:

“The share capital of the Company is made up of ordinary shares and ICPS. All share issued by the Company shall have no par or nominal value.”

- (iii) To delete the existing Article 9A in its entirety and substitute with the new Article 9A as follows:

“The ICPS shall have the rights and privileges and be subject to the conditions as set out below:”

- | | | |
|--------------------------|---|--|
| Issue size | : | 477,683,580 ICPS |
| Form and denomination | : | The ICPS shall be issued in registered form and will be constituted by the Constitution. |
| Issue Price | : | RM0.025 per ICPS. |
| Dividend | : | No dividend payable. |
| Tenure and Maturity Date | : | 5 years commencing from and inclusive of the date of issuance of the ICPS (“ Issue Date ”) and ending at 5.00 p.m. on the last market day immediately preceding the date which is the 5 th anniversary of the Issue Date (“ Maturity Date ”). |
| Conversion Price | : | RM0.10 for each new share, subject to the Conversion Ratio and adjustments in accordance with the Constitution. |
| Conversion Ratio | : | The Conversion Ratio has been fixed at either: <ul style="list-style-type: none"> (i) 4 ICPS to be converted into 1 new share; or (ii) a combination of such number of ICPS and cash with an aggregate value equal to the Conversion Price, subject to a minimum of 1 ICPS, and paying the difference between the aggregate of the Issue Price of the ICPS surrendered and the Conversion Price in cash for 1 new share, subject to adjustments in accordance with the Constitution. |

- Conversion rights : (i) Each ICPS carries the entitlement to be converted into new shares at the Conversion Price and the Conversion Ratio through the surrender of the ICPS at any time during the Conversion Period.
- (ii) If the conversion results in a fractional entitlement of less than one share, such fractional entitlement shall be disregarded and no refund or credit, whether in the form of the ICPS, cash or otherwise, shall be given in respect of the disregarded fractional entitlement.
- Conversion period : (i) The ICPS may be converted at any time within 5 years commencing on and including the Issue Date up to and including the Maturity Date.
- (ii) Any remaining ICPS that are not converted by the Maturity Date shall be automatically converted into new shares at the conversion ratio of 4 ICPS for 1 new share.
- Redemption : The ICPS is not redeemable.
- Ranking of the ICPS and liquidation preference : The ICPS shall rank *pari passu* amongst themselves and may rank in priority to, or equally with other preference shares that may be created in future. The ICPS shall rank in priority to any other class of shares in the capital of the Company, but shall rank behind all secured and unsecured obligations of the Company. In the event of liquidation, dissolution, winding up, reduction of capital or other repayment of capital:
- (i) The ICPS shall confer on the holders the rights to receive in priority to the holders of ordinary shares in the Company, cash repayment in full of the amount which is equal to the Issue Price for each ICPS, provided that there shall be no further right to participate in any surplus capital or surplus profits of the Company.
- (ii) In the event that the Company has insufficient assets to permit payment of the full Issue Price to the ICPS holders, the assets of the Company shall be distributed *pro rata* on an equal priority to the ICPS holders in proportion to the amount that each ICPS holder would otherwise be entitled to receive.
- (iii) In the event of capital being written off on a reduction of capital due to accumulated losses, the amounts paid or credited on the ordinary shares shall be written off before the amounts paid or credited on the ICPS.
- (iv) In the event of repayment of capital to the holders of the ordinary shares, the remaining ICPS shall then be automatically converted in the new shares as the conversion ratio of 4 ICPS for 1 new share prior to any distribution to be made to the holders of the ordinary shares.
- Ranking of new shares to be issued pursuant to the conversion of the ICPS : All new shares to be issued pursuant to the conversion of the ICPS shall, upon allotment and issuance, rank *pari passu* in all respects with the then existing shares except that such new shares shall not be entitled to any dividends, rights, allotments and/or other distribution, the entitlement date of which is prior to the date of allotment and issuance of the new shares arising from the conversion of the ICPS.
- Board lot : For the purpose of trading on the Main Market of Bursa Securities, a board lot of ICPS will consist of 100 units of ICPS or such other number of units as may be prescribed by Bursa Securities from time to time.

- Rights of the holders of the ICPS : The ICPS holders have the same rights as ordinary shareholders as regards to receiving notices, reports and audited financial statements and attending general meetings. ICPS holders are however not entitled to any voting rights or participation in any rights, allotments and/or other distribution in the Company until and unless such holders convert their ICPS into new shares except in the following circumstances:
- (i) on a proposal to reduce the Company's share capital;
 - (ii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (iii) on a proposal that affects their rights and privileges attached to the ICPS;
 - (iv) on a proposal to wind up the Company; and
 - (v) during the winding up of the Company.
- Listing : The ICPS will be listed and traded on the Main Market of Bursa Securities.
- Governing law : The laws of Malaysia.
- Payment: No further rights to participate in Distributable Profits : The ICPS shall not confer any right or claim as regards to participation in the Distributable Profits of the Company.
 "Distributable Profits" means the amount (comprising current profits and/or accumulated revenue reserves) certified by the auditors to be the profits available to the Company for distribution as a dividend in compliance with the Act.
- Class meetings : ICPS holders shall be entitled to attend class meetings of ICPS holders. Every ICPS holder who is present in person at such class meetings shall have on a poll one vote for every ICPS of which he is the ICPS holder. Notice of such class meetings shall be given in accordance with the procedures in respect of notice of General Meetings as set out in these presents.
- Purchase and cancellation : Subject to the prevailing laws and the approval by the shareholders of the Company, the Company may at any time purchase the ICPS in the open market at any price. The ICPS so purchased must be cancelled. Any such purchase and cancellation of an ICPS by the Company shall constitute an absolute discharge by the Company.
 Before the buying back of any ICPS from the open market, the Company shall first obtain its shareholders' approval to do so. The buy-back of the ICPS shall be carried out subject to the prevailing laws and in accordance with the Bursa Malaysia's Main Market Listing Requirements.

- Adjustment to Conversion Price and/or Conversion Ratio : The Conversion Price and/or Conversion Ratio will be adjusted at the determination of the Company, in all or any of the following events:
- (i) an alteration to the number of shares by reason of consolidation or subdivision; or
 - (ii) a bonus issue of ordinary shares by the Company or any other capitalisation issue for accounting purposes; or
 - (iii) a capital distribution to shareholders made by the Company whether on a reduction of capital or otherwise, but excluding any cancellation of capital which is loss or unrepresented by assets; or
 - (iv) a rights issue of ordinary shares by the Company; or
 - (v) any other circumstances that the Board deems necessary, including circumstances such as the issuance of shares credited as fully paid by way of capitalisation of profits or reserves by the Company to the shareholders or an offer or invitation to shareholders made by the Company by way of rights whereby shareholders acquire or subscribe for securities convertible into shares, or rights to acquire or subscribe for shares.
- In any event, the Board would consult its approved principal adviser and/or auditors before deciding whether such adjustments are required, provided that any adjustment to the Conversion Price will be rounded down to the nearest one sen (RM0.01). No adjustment to the Conversion Price and/or Conversion Ratio will be made unless the computation has been certified by the auditors of the Company.
- Transferability : The ICPS shall be transferable in the manner provided under the Rules of Bursa Depository. The ICPS will be transferable only by instrument in writing in the usual or common form or such other form as the Directors of the Company and the relevant authorities may approve. As the ICPS will be listed on and traded on the Main Market of Bursa Securities, they will be deposited in a central depository system and will be subject to the rules under the Securities Industry (Central Depositories) Act, 1991 and the Rules of Bursa Depository.
- Prescription : Any liquidation distribution or any other amount in respect of the ICPS unclaimed for 7 years after the relevant date of declaration shall be forfeited and revert to the Company and after such forfeiture no ICPS holder or other person shall have any right to or claim in respect of any such payments. No other moneys payable on or in respect of an ICPS shall bear interest against the Company.
- Notice or other documents : Any notice or other documents may be served by the Company upon any ICPS holder and *vice versa* in the manner provided in these presents. Any such notice or document shall be deemed to be served and delivered in accordance with these presents.

- Conflicts : In the event of any conflict or inconsistency between the provisions of this Article and the other provisions of these presents, the provisions of this Article shall prevail and the prevailing law shall be the laws of Malaysia.
- Variation of right and further issues : Unless otherwise required by the applicable laws and notwithstanding any other provision of these presents, any variation or abrogation of the rights, preferences and privileges of the ICPS holders by way of amendment of these presents or otherwise (including, without limitation, the authorisation or creation of any shares in the capital of the Company ranking, as to participation in the profits or assets of the Company, senior to the ICPS holders) shall require:
- (i) the consent in writing of the ICPS holders of at least 75% of the outstanding ICPS; or
 - (ii) the sanction of a special resolution passed at a separate class meeting of the ICPS holders (the quorum at such class meeting to be such number of the ICPS holders holding or representing not less than two-thirds of the outstanding ICPS), provided that:
 - (a) no such consent or sanction shall be required if the change is solely formal, minor or technical nature or is to correct an error or cure an ambiguity (but such change shall not reduce the amounts payable to ICPS holders, impose any material obligation on ICPS holders or materially adversely affect their voting rights); and
 - (b) no such consent or sanction shall be required for the creation or issue of further shares ranking junior to the ICPS (the creation or issue of such other shares, regardless of the dividends and other amounts payable in respect of such shares and whether and when such dividends and other amounts may be so payable, shall not be deemed to be a variation or abrogation of the rights, preferences and privileges of the ICPS).

Company Name

: TA WIN HOLDINGS BERHAD
(291592-U)

Type Of Meeting

: EXTRAORDINARY GENERAL MEETING

Venue Of Meeting

: TA WIN INDUSTRIES (M) SDN BHD, LOT 63-68, JALAN GAJAH INDUSTRIAL ESTATE, 78000 ALOR GAJAH,
MELAKA

Date & Time of Meeting

: 26 MARCH 2019 AT 9:30 A.M.

Notes Summary Report

Resolution (s)

Resolution 1

Ordinary Resolution - Proposed Rights Issue

	Total Securities	Total Percentage	Resolution Carried
For	28,131,528	96.63	
Against	980,000	3.37	Carried/Not Carried
Valid Cast	29,111,528	100.00	
Abstain	0		
Spoilt	0		
Total Cast	29,111,528		

Resolution 2

Special Resolution - Proposed Amendments

For	28,131,528	96.63	
Against	980,000	3.37	Carried/Not Carried
Valid Cast	29,111,528	100.00	
Abstain	0		
Spoilt	0		
Total Cast	29,111,528		



Signature of Scrutineers