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If you have sold or otherwise transferred, all of your holding of Ordinary Shares held in certificated form please send this Circular and the accompanying Form of Proxy, at once to the purchaser or transferee or to the stockbroker, bank or other agent through or by whom the sale or transfer was or is effected, for onward delivery to the purchaser or transferee.

GREEN & SMART HOLDINGS PLC

(incorporated in Jersey with registered number 119200)

Proposed approval of a waiver under Rule 9 of the City Code on Takeovers and Mergers

Notice of Extraordinary General Meeting

This Circular should be read as a whole. Your attention is drawn to the letter from the Independent Directors of the Company which contains a recommendation by the Independent Directors that you vote in favour of the Whitewash Resolution.

Notice of an Extraordinary General Meeting of the Company to be held at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD at 2:00 p.m. on 24 January 2020 is set out at the end of this Circular. Whether or not you intend to be present at the Extraordinary General Meeting you are urged to complete and return the enclosed Form of Proxy, in accordance with the instructions printed thereon, so as to be received by the Company's Registrars, Link Asset Services, The Registry, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4ZF, as soon as possible and in any event by no later than 2.00 p.m. on 22 January 2020. Completion and return of Forms of Proxy will not preclude Shareholders from attending and voting at the Extraordinary General Meeting in person should they so wish.

Beaumont Cornish Limited (**Beaumont Cornish**), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for the Company in connection with the advice given to the Company pursuant to the City Code and the proposals described in this Circular and is not acting for any other person nor will it otherwise be responsible to any person for providing the protections afforded to customers of Beaumont Cornish, or for advising any other person in respect of the proposals described in this Circular. Beaumont Cornish's responsibilities as the Company's nominated adviser under the AIM Rules are owed solely to the London Stock Exchange and are not owed to the Company or to any Director or to any other person. No representation or warranty, express or implied, is made by Beaumont Cornish as to any of the contents of this Circular (without limiting the statutory rights of any

person to whom this Circular is issued). Beaumont Cornish has not approved the contents of, or any part of, this Circular and no liability whatsoever is accepted by Beaumont Cornish for the accuracy of any information or opinions contained in this Circular or for the omission of any information.

FORWARD-LOOKING STATEMENTS

This Circular contains forward-looking statements. These relate to the Company's and/or the Group's future prospects, developments and strategies. Forward-looking statements are identified by their use of terms and phrases such as **believe, could, envisage, intend, anticipate, seek, target, may, plan, will** or the negative of those, variations of or comparable expressions, including by references to assumptions. The forward-looking statements in this Circular are based on current expectations as at the date of this Circular and are subject to risks and uncertainties which could cause actual results to differ materially from those expressed or implied by those statement.

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This Circular is not for distribution in or into the United States, the Republic of South Africa, Australia, Canada or Japan. The Ordinary Shares have not been nor will be registered under the United States Securities Act of 1933, as amended, or under the securities legislation of, or with any securities regulatory authority of, any state or other jurisdiction of the United States or under the applicable securities laws of the Republic of South Africa, Australia, Canada or Japan or in any country, territory or possession where to do so may contravene local securities laws or regulations. The distribution of this Circular into the United States, the Republic of South Africa, Australia, Canada or Japan and certain other jurisdictions may be restricted by law. No action has been taken by the Company or by Beaumont Cornish that would permit possession or distribution of this Circular where action for that purpose is required. Persons into whose possession this Circular comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. In particular, subject to certain exceptions, this Circular should not be distributed, forwarded or transmitted to, or into, any jurisdiction where the extension or availability of the matters set out herein would breach any applicable law.

COMPANY INFORMATION

| | |
|---|--|
| Directors | Datuk Haji Radzali Bin Hassan (<i>Non-Executive Chairman</i>) Saravanan Rasaratnam (<i>Chief Executive Officer</i>) Navindran Balakrishnan (<i>Chief Operations Officer</i>) Syed Nazim bin Syed Faisal (<i>Executive Director</i>) Aditya Chathli (<i>Non-Executive Director</i>) |
| Company secretary | Apex Financial Services (Jersey) Limited 12 Castle Street St Helier Jersey JE2 3RT |
| Registered office | 12 Castle Street St Helier Jersey JE2 3RT |
| Registration number | 119200 |
| Nominated and financial adviser | Beaumont Cornish Limited 10 th Floor 30 Crown Place London EC2A 4EB |
| Solicitors to the Company (English law) | Charles Russell Speechlys LLP 5 Fleet Place London EC4M 7RD |
| Solicitors to the Company (Jersey law) | Bedell Cristin 11 Old Jewry London EC2R 8DU |
| Registrars | Link Market Services (Jersey) Limited 12 Castle Street St. Helier JE2 3RT Jersey |

INTERPRETATION AND DEFINITIONS

The following definitions and technical terms apply throughout this Circular, the accompanying Form of Proxy, unless the context otherwise requires:

| | |
|---|---|
| AIM | the AIM market of the London Stock Exchange |
| AIM Rules | the AIM Rules for Companies and the AIM Rules for Nominated Advisers |
| AIM Rules for Companies | the AIM Rules for Companies (including the guidance notes) published by the London Stock Exchange from time to time |
| AIM Rules for Nominated Advisers | the AIM Rules for Nominated Advisers published by the London Stock Exchange from time to time |
| Beaumont Cornish | Beaumont Cornish Limited, the Company's nominated and financial adviser |
| Business Day | a day (other than a Saturday or Sunday or public holiday) on which commercial banks are open for general business in London |
| Circular | this document |
| City Code | the City Code on Takeovers and Mergers |
| Company or Green & Smart | Green & Smart Holdings plc |
| Concert Party | the members of the concert party, further details of which appear in paragraphs 1.2 and 3.9 of Part 1 of this Circular |
| Concert Party Director | Syed Nazim bin Syed Faisal |
| Debt for Equity Swap | the proposed conversion of the Loan into Ordinary Shares |
| Directors or the Board | the directors of the Company whose names are set out on page 3 of this Circular |
| EGM or Extraordinary General Meeting | the extraordinary general meeting of the Company to be held at the offices of Charles Russell Speechlys LLP, 5 Fleet |

Place, London EC4M 7RD on 24 January 2020 at 2:00 p.m.

| | |
|---------------------------------|--|
| Enlarged Share Capital | the 431,719,765 Ordinary Shares in the share capital of the Company following the Debt for Equity Swap |
| Existing Ordinary Shares | the 345,375,812 Ordinary Shares in the share capital of the Company as at the date of this Circular and prior to the Debt for Equity Swap |
| FCA | the Financial Conduct Authority |
| Form of Proxy | the form of proxy for use in relation to the EGM which accompanies this Circular |
| FSMA | the UK Financial Services and Markets Act 2000 (as amended from time to time) |
| Group | the group of which the Company and its subsidiary undertakings are members |
| GSV | Green & Smart Ventures Sdn Bhd, a company incorporated in Malaysia, which is wholly owned by the Company |
| Independent Directors | the Directors other than the Concert Party Director |
| Independent Shareholders | the Shareholders, other than the members of the Concert Party |
| ISIN | International Securities Identification Number |
| JFSC | the Jersey Financial Services Commission |
| K2MV or K2M Ventures | K2M Ventures Sdn Bhd, a company incorporated in Malaysia in which each of Saravanan Rasaratnam, the Company's CEO and Mr. Navindran Balakrishnan, the Company's COO, have a 50 per cent. holding |
| Loan | the £1,600,000 12-month unsecured interest-free loan advanced to the Company by the Concert Party Director on 24 May 2019 and which is guaranteed by Saravanan Rasaratnam, the Company's |

| | |
|---------------------------------------|---|
| | CEO and Mr. Navindran Balakrishnan, the Company's COO |
| London Stock Exchange | London Stock Exchange plc |
| Notice of EGM | the notice convening the EGM which is set out at the end of this Circular |
| Options | options over Ordinary Shares |
| Ordinary Shares | the ordinary shares of no par value in the capital of the Company |
| Panel | the Panel on Takeovers and Mergers |
| Registrars | Link Market Services (Jersey) Limited |
| Registrar of Companies | the registrar which maintains the companies registry of the JFSC in Jersey |
| Rule 9 Waiver | the waiver by the Panel of any obligation which would otherwise be imposed on the Concert Party, either individually or collectively, under Rule 9 of the City Code, as a result of the proposed Debt for Equity Swap |
| Serba Dinamik Group | Serba Dinamik Group Berhad, a company incorporated in Malaysia |
| Serba Dinamik Holdings or SDHB | Serba Dinamik Holdings Berhad, a company incorporated in Malaysia and listed on the Bursa Malaysia and which is the holding company of Serba Dinamik Group and Serba Dinamik International |
| Serba Dinamik International | Serba Dinamik International Limited, a company incorporated in Labuan, Malaysia |
| Shareholder | a holder of Ordinary Shares |
| UK or United Kingdom | the United Kingdom of Great Britain and Northern Ireland |
| United States | the United States of America, its territories and possessions, any State of the United States and the District of Columbia |
| Whitewash Resolution | the ordinary resolution of the Independent Shareholders concerning the waiver of |

obligations under Rule 9 of the City Code to be proposed at the EGM in connection with the Concert Party's participation in the Debt for Equity Swap and as set out in the Notice of EGM

In this Circular:

- words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender;
- all references to legislation are to English or Jersey legislation unless the contrary is indicated, and any reference to any provision of any legislation includes any amendment, modification, re-enactment or extension thereof;
- all times referred to are London time unless otherwise stated;
- £ means pounds sterling, the official currency of the UK; and
- RM means Malaysian Ringgit, the official currency of Malaysia.

PART 1
LETTER FROM THE INDEPENDENT DIRECTORS
GREEN & SMART HOLDINGS PLC

(incorporated in Jersey with registered number 119200)

Directors

Datuk Haji Radzali Bin Hassan (*Non-Executive Chairman*)
Saravanan Rasaratnam (*Chief Executive Officer*)
Navindran Balakrishnan (*Chief Operations Officer*)
Syed Nazim bin Syed Faisal (*Executive Director*)
Aditya Chathli (*Non-Executive Director*)

Registered Office

12 Castle Street
St Helier
Jersey
JE2 3RT

3 January 2020

To Shareholders (and for information purposes only, to the holders of the Options)

**APPROVAL OF A WAIVER UNDER RULE 9 OF THE CITY CODE ON TAKEOVERS AND
MERGERS AND NOTICE OF GENERAL MEETING**

1 INTRODUCTION

1.1 On 19 July 2018, the Company announced that it had raised approximately £3.2 million via the subscription for 51,806,000 new Ordinary Shares by Serba Dinamik International, at a price of approximately 6.19 pence per Ordinary Share.

On 25 September 2018, the Company announced the appointment of Mr Syed Nazim bin Syed Faisal as Finance Director and an Executive Director of the Company with immediate effect, pursuant to the Company's subscription agreement with Serba Dinamik International.

On 4 December 2018, the Company announced that it has been notified that Serba Dinamik Group had purchased from K2M Ventures, a company wholly-owned by Mr Saravanan Rasaratnam (CEO and a director of the Company) and Mr Navindran Balakrishnan (COO and a director of the Company), 34,537,581 Ordinary Shares, representing 10.0 per cent. of the issued share capital of the Company at a price of 6.97 pence per Ordinary Share.

On 24 May 2019, the Company announced that it had entered into an agreement with Mr Syed Nazim bin Syed Faisal, Finance Director of the Company, for a 12-month interest-free loan of £1.6 million (the **Loan**) to be used by the Company for working capital purposes.

The Company has now agreed with Mr Syed Nazim bin Syed Faisal to convert the Loan into 86,343,953 new Ordinary Shares representing 20 per cent. of the Enlarged Share Capital, which is at an effective share price of approximately 1.85 pence and therefore at a 51.9 per cent. discount, compared to the closing mid-market price on AIM of the Company's Ordinary Shares on 2 January 2020 (being the latest practical date before publication of this Circular) of 3.85 pence.

In addition, it has been proposed by the Concert Party that Mohd Abdul Karim Bin Abdullah, Managing Director and CEO of Serba Dinamik Holdings (short biography set out at paragraph 3.9 of this Part 1 below) is appointed a Non-executive Chairman of the Company following the passing of the Whitewash Resolution at the Company's EGM to replace Datuk Haji Radzali Hassan. Furthermore, the Company proposes at the same time to appoint Habizan Rahman Bin Habeeb Rahman, Director of K2MV, as a Non-executive Director of the Company. These appointments are subject to standard regulatory checks and approvals and a further announcement will be made in due course. In addition, it is intended with effect from the forthcoming AGM that Messrs Saravanan Rasaratnam and Navindran Balakrishnan step down as Executive Directors but will remain with the Group as consultants to assist with the Group's operations. The Company is reviewing the need for the appointment of further Executive Directors and may also make future Non-executive Director appointments to support the Group's ongoing business strategy.

The primary focus of the Company's business is to Build, Own and Operate (**BOO**) Biogas Power Plants on behalf of Palm Oil Mill owners. This benefits the Mill owners as they are not required to outlay capital to build a palm oil mill effluent (**POME**) treatment facility and at the same time become compliant with Malaysian and international environmental standards. Consequently, the Company has sought to create a sustainable long-term capital structure from which to further develop its business. The Independent Directors consider the loan restructuring would allow the Company to progress various alternative financing options and hence consider the Debt for Equity Swap as necessary to remove the overhang of the debt, which is hindering progress in these matters.

In their consideration of the Debt for Equity Swap and the Whitewash Resolution, the Independent Directors have taken note of the facts that the members of the Concert Party will be locked in (as described below) in respect of their entire holdings of Ordinary Shares, including those held before the Debt for Equity Swap, and also that the members of the Concert Party have entered into the Relationship Agreement to ensure that the Group can act independently of the members of the Concert Party.

- 1.2 Serba Dinamik International and Serba Dinamik Group are both wholly-owned subsidiaries of Serba Dinamik Holdings Berhad and Mr Syed Nazim bin Syed Faisal has been, since August 2015, Chief Financial Officer of Serba Dinamik Holdings. Accordingly, these parties are considered a Concert Party under the City Code.
- 1.3 The Concert Party is currently interested in, in aggregate, 86,343,581 Existing Ordinary Shares, representing approximately 25 per cent. of the Existing Ordinary Shares.
- 1.4 Accordingly, on completion of the Debt for Equity Swap, the Concert Party's interest in the Company would increase to, in aggregate, 172,687,534 Ordinary Shares representing approximately 40 per cent. of the Enlarged Share Capital.
- 1.5 Therefore, the Board is seeking the approval of the Independent Shareholders on a poll of the Rule 9 Waiver which the Panel has agreed with the Company to grant, subject to the passing of the Whitewash Resolution by the Independent Shareholders at the EGM, of any obligation on the part of the Concert Party, to make a general offer to

Shareholders under Rule 9 of the City Code which would arise upon the Debt for Equity Swap as more fully set out in paragraph 1.1 of this Part 1. Further details of the Rule 9 Waiver are set out in paragraph 4 of this Part 1.

- 1.6 The Rule 9 Waiver is conditional upon, *inter alia*, Independent Shareholder approval of the Whitewash Resolution on a poll, which will be sought at the forthcoming EGM to be held at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD at 2:00 p.m. on 24 January 2020. You will find a Notice of EGM at the end of this Circular. A Form of Proxy is also enclosed with this Circular.
- 1.7 The purpose of this Circular is to: (i) provide you with details of and background to the Rule 9 Waiver and the reasons why the Directors believe that the Transaction is in the best interests of the Company and its Shareholders as a whole and, also, why the Independent Directors recommend that the Independent Shareholders vote in favour of the Whitewash Resolution at the EGM; and (ii) seek your approval for the Whitewash Resolution to be proposed at the EGM.
- 1.8 The actions that you should take to vote on the Whitewash Resolution, and the recommendation of the Independent Directors, are set out in paragraphs 9 and 12 of this Part 1, respectively.
- 1.9 Should the Whitewash Resolution be approved at the EGM, the Ordinary Shares to be issued in connection with the Debt for Equity Swap are expected to be issued on or around 27 January 2020. The Company and the members of the Concert Party have entered into a relationship agreement (effective subject to the passing of the Whitewash Resolution and the issue of Ordinary Shares pursuant to the Debt for Equity Swap) to regulate the relationship between them and to ensure that the rights of Independent Shareholders are fully upheld and which is summarised at paragraph 3.11 of this Part 1 and paragraph 7.1.1 of Part 3. In addition, the members of the Concert Party have entered into lock-in agreements in respect of the Ordinary Shares in the Company already held by them and the new Ordinary Shares to be issued in connection with the Debt for Equity Swap, which are summarised at paragraph 3.12 of this Part 1 and paragraphs 7.1.2 and 7.1.3 of Part 3.

2 **CURRENT ACTIVITIES, TRADING AND PROSPECTS**

- 2.1 Green & Smart, which was listed on AIM, a market operated by the London Stock Exchange, on 12 May 2016, operates in the renewable energy sector in Malaysia, focusing on the generation of power from biogas captured through the treatment of POME. Its principal wholly-owned operating subsidiary, Green and Smart Sdn. Bhd. (“GNS”), incorporated on 11 March 1980 as Mardec Engineering Sdn Bhd, was primarily involved in wastewater treatment for the rubber industry before venturing into waste treatment for the Palm Oil Sector as this became an increasingly important market in Malaysia and Indonesia.

GNS has undertaken and completed numerous wastewater treatment projects in Asia including a World Bank project and four biogas capture facilities owned by Felda Palm Industries Sdn Bhd, a subsidiary of Felda Global Ventures, which is the world’s largest crude Palm Oil producer.

In 2018, Serba Dinamik Holdings, a publicly listed company on Bursa Malaysia with a market capitalisation of RM6.241 billion (Source: Bloomberg <https://www.bloomberg.com/quote/SDH:MK>, dated 7 November 2019), via its subsidiaries, Serba Dinamik International and Serba Dinamik Group, acquired a 25 per cent. stake in the Company. The Chief Financial Officer of Serba Dinamik Holdings, Mr Syed Nazim bin Syed Faisal, was then appointed Executive Director of the Company.

Since Serba Dinamik Holdings invested in the Company, Green & Smart has changed its business focus from being an EPCC contractor building Biogas Power Plant (**BPP**) for other Palm Oil Mill owners into building their own BPP.

To date, Green & Smart has successfully commissioned its first fully-owned BPP of 2MWh installed capacity at Kluang, Felda Kahang and its second fully-owned BPP of 2MWh in Malpom, Penang. Preliminary ground works, including technical drawings and specifications, vendor selection and necessary approvals are all in place for the third BPP. Construction has already commenced and as at today's date has reached about 50 per cent., with completion expected in mid-2020.

The Company has therefore positioned itself as an IPP through the construction, operation and ownership of BPPs providing electricity to the Malaysian National Grid through the Feed-in-Tariff mechanism.

The change in business direction is largely to take advantage of government incentives and as well as capitalising on the Company's own intellectual properties. This will guarantee captive income for the Company in the next sixteen years and beyond. The Company expects to secure and own more Biogas Plants in years to come given the significant market potential in Malaysia and Indonesia.

The Company will continue, as a secondary line of business income, to offer its expertise as an EPCC contractor for third party power plants as well as providing Operations & Maintenance Management of these power plants upon successful commissioning, for the entire duration of the plants' existence.

The Company has developed a strong pipeline of opportunities, both in the building and ownership of BPP to produce electricity through the process of treating POME, as well as in contracting to develop BPP for third parties, and has built relationships with some of Malaysia's largest Palm Oil businesses.

GNS operates in a fast-growing market underpinned by Government legislation to reduce greenhouse gases and increase contribution of renewable energy (**RE**) in Malaysia. The 2014 Directive issued by the Malaysian Palm Oil Board for all Palm Oil Mills to have in place Biogas Facilities / Methane Avoidance Facility by 2020. In addition, all applications for new Mills and Mills seeking approval for expansion in capacity must provide details of having in place Biogas Facilities / Methane Avoidance Facilities prior to approval. As at end 2016, there were 453 mills in operations in Malaysia with an estimated 30 to 40 plants under planning and construction, all expected to have biogas facilities by the year 2020.

3 CITY CODE ON TAKEOVERS AND MERGERS

Application of the City Code to the Company

- 3.1 As a company incorporated in Jersey with shares admitted to trading on AIM, the Company is subject to the City Code and the requirements of Rule 9 of the City Code, which requires that any person who acquires, whether by a single transaction or a series of transactions over a period of time, an Interest (as defined in the City Code) in shares which, taken together with shares in which persons acting in concert with him are already interested, carry 30 per cent. or more of the voting rights of a company which is subject to the City Code, will normally be required by the Panel to make a general offer to all the remaining shareholders of that company to acquire their shares.
- 3.2 Rule 9 of the City Code further provides that where any person, together with any persons acting in concert with him, is interested in shares which, in aggregate, carry not less than 30 per cent. of the voting rights of such a company but does not hold shares carrying more than 50 per cent. of such voting rights, and such person, or any such persons acting in concert with him, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested, such person or persons acting in concert with him will normally be required to make a general offer to all remaining shareholders to acquire their shares.
- 3.3 An offer under Rule 9 of the City Code must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares in the company during the 12 months prior to the announcement of the offer.
- 3.4 Under the City Code, a concert party arises where persons acting together pursuant to an agreement or understanding (whether formal or informal) co-operate to obtain or consolidate control of, or to frustrate the successful outcome of an offer for a company, subject to the City Code. Control means an interest, or interests, in shares carrying, in aggregate, 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give de facto control. The members of the Concert Party are deemed to be acting in concert for the purposes of the City Code.

Position of the Concert Party

- 3.5 Serba Dinamik Holdings is currently interested in, in aggregate, 86,343,581 Ordinary Shares, via its wholly-owned subsidiaries Serba Dinamik International, which holds 51,806,000 Ordinary Shares and Serba Dinamik Group which holds 34,537,581 Ordinary Shares. This aggregate interest represents 25 per cent. of the Existing Ordinary Shares.
- 3.6 Mr Syed Nazim bin Syed Faisal, Serba Dinamik Holdings and its two subsidiaries Serba Dinamik International and Serba Dinamik Group are considered to be acting in concert for the purposes of the City Code. Mr Syed Nazim bin Syed Faisal is an executive director of the Company and was appointed on 25 September 2018. His appointment was made pursuant to the Company's subscription agreement with Serba Dinamik International announced on 19 July 2018, pursuant to which Serba Dinamik

International was entitled to appoint one executive director to the Company's Board of Directors for as long as Serba Dinamik International holds at least 15 per cent. of the Company's issued share capital.

3.7 The aggregate interests of all the members of the Concert Party currently comprises 86,343,581 Ordinary Shares representing approximately 25 per cent. of the Existing Ordinary Shares.

3.8 The table below sets out the proposed participation in the Debt for Equity Swap, along with current shareholdings. Further information on each member of the Concert Party is provided in paragraph 3.9 of this Part 1 below.

| <i>Name</i> | <i>Number of Ordinary Shares interested in as at the date of the Circular</i> | <i>Percentage of Existing Ordinary Shares</i> | <i>Total number of Ordinary Shares interested in following completion of the Debt for Equity Swap</i> | <i>Number of Ordinary Shares interested in following completion of the Debt for Equity Swap as a percentage of the Enlarged Share Capital</i> |
|--------------------------------------|---|---|---|---|
| Serba Dinamik International | 51,806,000 | 14.99% | 51,806,000 | 12% |
| Serba Dinamik Group | 34,537,581 | 9.99% | 34,537,581 | 8% |
| Syed Nazim bin Syed Faisal | - | 0.00% | 86,343,953 | 20% |
| Serba Dinamik Holdings | - | - | - | - |
| <u>Concert Party aggregate total</u> | <u>86,343,581</u> | <u>25.00%</u> | <u>172,687,534</u> | <u>40%</u> |
| Other Shareholders | 259,032,231 | 75.00% | 259,032,231 | 60% |
| Total | 345,375,812 | 100% | 431,719,765 | 100% |

3.9 Information on each member of the Concert Party

Serba Dinamik Holdings, Serba Dinamik International and Serba Dinamik Group

Serba Dinamik International and Serba Dinamik Group are both wholly-owned subsidiaries of Serba Dinamik Holdings, which is listed on the Main Market of Bursa Malaysia Securities Berhad. Serba Dinamik Holdings has been listed since 8 February 2017 and its stock name is SERBADK and Stock Code 5279.

Serba Dinamik Holdings was incorporated as a private limited company in Malaysia, under the name of Serba Dinamik Holdings Sdn Bhd on 2 December 2015, and was subsequently converted into a public limited company on 13 May 2016. Established in 1993, Serba Dinamik Holdings, through its subsidiaries, is an international energy services group providing integrated engineering solutions to the Oil & Gas, petrochemical, power generation industries, water & wastewater and utilities.

The main business of the Serba group is in operations and maintenance (O&M), and engineering, procurement, construction and commissioning (EPCC), IT Solutions and Education & Training. It has operational offices in Malaysia, Indonesia, UAE, Bahrain, Qatar, Singapore, India and UK. Serba Dinamik Holdings itself is an investment holding company and is principally involved in the provision of management services.

Set out below are details of the names of the directors, registered office and activities of each of the corporate Concert Party members.

| Company | Serba Dinamik International Limited | Serba Dinamik Group Berhad | Serba Dinamik Holdings Berhad |
|--|--|---|---|
| Registered Number, Registered office and place of incorporation | LL03436 Level 6(D), Main Office Tower, Financial Park, Jalan Merdeka, P.O. Box 80887, 87018 Labuan, F.T. Labuan, Malaysia. | 663460-T Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor, Malaysia. | 1167905-P Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor, Malaysia. |
| Directors | <ol style="list-style-type: none"> 1. Mohd Abdul Karim bin Abdullah 2. Awang Daud bin Awang Putera | <ol style="list-style-type: none"> 1. Mohd Abdul Karim bin Abdullah 2. Awang Daud bin Awang Putera 3. Abdul Kadier Sahib | <ol style="list-style-type: none"> 1. Tengku Dato' Seri Hasmuddin Tengku Othman 2. Mohamed Nor bin Abu Bakar 3. Mohd Abdul Karim bin Abdullah 4. Awang Daud bin Awang Putera 5. Abdul Kadier Sahib 6. Sharifah Irina binti Syed Ahmad Radzi 7. Hasman Yusri bin Yusoff 8. Rozilawati binti Haji Basir |
| Activities | Trading and Non-trading: Undertake Serba Dinamik's group international business for total engineering maintenance services. | Investment holding and provision of management services. | Investment holdings and provision of management services. |

Information on Controlling Shareholders in Serba Dinamik Holdings

Dato' Dr. Ir. Mohd Abdul Karim Bin Abdullah (Malaysian, age 54)

Dato' Karim has been SDHB's Group Managing Director/Group CEO and Non-Independent Executive Director since May 2016. He has a 23.7% interest in Serba Dinamik Holdings. Dato'

Karim holds a Bachelor in Mechanical Engineering from Universiti Teknologi Malaysia. He started his engineering career 31 years ago with Asean Bintulu Fertilizer Sdn Bhd (1988) as a Mechanical Engineer. In 1993, he formed Serba Dinamik and assumed the position as the Group Chief Executive Officer.

Dato' Awang Daud Bin Awang Putera (Malaysian, age 59)

Dato' Awang Daud is the Non-Executive Director and 9.5% shareholder in Serba Dinamik Holdings. In 2018, Dato' Awang Daud was conferred the highest professional qualification of CHARTERED FELLOW which carries the post nominal FCILT from The Chartered Institute of Logistics and Transport Malaysia (CILT) which is locally and internationally recognized. He joined Serba Dinamik in 1994 as a director and was involved in field supervision, coordination and managing various projects, construction and fabrication tasks, planning and tendering, attending negotiation and handling managerial portfolios.

Abdul Kadier Sahib (Malaysian, age 70)

Abdul Kadier is the Non-Independent Non-Executive Director and 18.9% shareholder in Serba Dinamik Holdings. He obtained his Bachelor Degree in Economics in 1973 from the University of Malaya, Malaysia. He began his career as a marketing executive with Diethlem Sdn Bhd in 1973 for one year and later joined Sarawak Economic Development Corporation, where he served as a marketing officer until 1976. In 1976, he started his own business in diversified areas of food industry, road transportation, agriculture and forestry. In July 1994, he was appointed as a director in Serba Dinamik and subsequently became a shareholder of Serba Dinamik in October 1994.

In the 2018 Annual Report of Serba Dinamik Holdings, the MD/CEO reported *“Financially, we have achieved a significant growth of 20.60% in revenue at RM3.28 billion for the Financial Year Ended 2018 (“FYE2018”), as compared to RM2.72 billion for the preceding financial year ended 31 December 2017 (“FYE2017”). The improvement in revenue was mainly driven by our operations & maintenance (“O&M”) segment. Hence, the Company’s Profit Before Tax (“PBT”) and Profit After Tax (“PAT”) for FYE2018 stood at RM437.63 million and RM392.84 million, with an increment of 26.46% and 28.89% respectively as compared to RM346.0 million and RM304.79 million in FYE2017.”*

Certain financial information of Serba Dinamik Holdings is incorporated by reference into this document as set out at Part 2 Section B.

Syed Nazim bin Syed Faisal (Malaysian, age 39)

Syed Nazim is an Executive Director of the Company and has over 15 years' experience in the accounting and banking sectors. Since August 2015, Mr Nazim has been the Chief Financial Officer of Serba Dinamik Holdings Berhad, the Malaysia-based investment holding company that manages the Serba Dinamik group of international energy services companies. Prior to joining Serba Dinamik, he held positions at Ibdar Bank, RHB Islamic Bank and KPMG. Mr Nazim is also a director or partner of the following companies or partnerships: CSE Global Limited, Fahrenheit Café Sdn Bhd, NAK Ventures Sdn Bhd, BIRR Capital Limited and PT Amorsk Indonesia.

3.10 Related Party Transaction

- 3.10.1 The Debt for Equity Swap, will be a related party transaction for the purposes of Rule 13 of the AIM Rules for Companies (**Rule 13**), as (i) Syed Nazim bin Syed Faisal is a Director of the Company; and (ii) the issue of 86,343,953 new Ordinary Shares pursuant to the Debt for Equity Swap will exceed 5 per cent. in certain of the class tests (as that term is defined in the AIM Rules for Companies).
- 3.10.2 Saravanan Rasaratnam and Navindran Balakrishnan are guarantors to the Loan and are therefore considered to be interested in the Debt for Equity Swap for the purposes of Rule 13.
- 3.10.3 Accordingly, the Directors (excluding Mr Syed Nazim bin Syed Faisal, Saravanan Rasaratnam and Navindran Balakrishnan) confirm that, having consulted with the Company's nominated adviser, Beaumont Cornish, they consider the terms of Debt for Equity Swap to be fair and reasonable insofar as Shareholders are concerned, and in the best interests of Shareholders and of the Company as a whole.

3.11 The Relationship Agreement

Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Mr Syed Nazim bin Syed Faisal, (3) Serba Dinamik Holdings, (4) Serba Dinamik International, (5) Serba Dinamik Group and (6) Beaumont Cornish Limited (the **Relationship Agreement**) the parties, subject to the passing of the Whitewash Resolution and the issue of the Ordinary Shares pursuant to the Debt for Equity Swap, agreed to manage the relationship between them to ensure, *inter alia*, that:

- the Company will at all times be capable of carrying on its business independently of the members of the Concert Party; and
- all transactions and arrangements between the Company and the members of the Concert Party will be at arm's length and on normal commercial terms.

The provisions of the Relationship Agreement will remain in force for so long as:

- the Ordinary Shares are admitted to trading on AIM; and
- the aggregate interest of the Concert Party in the Ordinary Shares represents 20 per cent. or more of the issued Ordinary Shares.

3.12 Lock-in Deeds

- 3.12.1 Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Mr Syed Nazim bin Syed Faisal, (3) K2MV, (4) Saravanan Rasaratnam, (5) Navindran Balakrishnan, (6) Serba Dinamik Group, (7) Simon Peter and (8) Beaumont Cornish Limited (the **SEDA Lock-in Deed**), each of the parties agreed, subject to the passing of the Whitewash Resolution and the issue of the Ordinary Shares pursuant to the Debt for Equity Swap, not to effect any disposal of the Ordinary Shares held by them unless and until the proposed transferor obtains a legal opinion from its

Malaysian lawyers in terms satisfactory to the Company and Beaumont Cornish that no member of the Group is subject to any restriction on foreign ownership under the Malaysian Renewable Energy Rules, including without limitation a requirement that no foreign person or persons should hold, directly or indirectly, more than 49 per cent. of the voting power or issued share capital (excluding preference shares) of a Malaysian incorporated company which qualifies as an “eligible producer” under the relevant Malaysian Renewable Energy Rules. For those parties to the agreement who are members of the Concert Party, the agreement imposes a lock-in period of 12 months from the date of issue of the Ordinary Shares pursuant to the Debt for Equity Swap, irrespective of whether a legal opinion is obtained or not.

Further, any acquirer of such Ordinary Shares is required to enter into a lock-in agreement on equivalent terms to the SEDA Lock-in Deed and the Company may also impose further arrangements or requirements on a proposed disposal to prevent any breach of the Malaysian Renewable Energy Rules. This agreement, subject to the condition to its coming into force being met, will supersede the agreement between the parties (other than Mr Syed Nazim bin Syed Faisal) dated 4 December 2018, which contains identical restrictions on disposals of Ordinary Shares.

- 3.12.2 Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Serba Dinamik International and (3) Beaumont Cornish, Serba Dinamik International agreed to not dispose of any Ordinary Shares held by it for a period of 12 months from the date of issue of the Ordinary Shares pursuant to the Debt for Equity Swap. Serba Dinamik International entered into a separate lock-in agreement as, for the purposes of the Malaysian Renewable Energy Rules, it is a foreign entity as it is established in Labuan, an offshore free trade zone, and therefore is not a Malaysian person.
- 3.12.3 The restrictions on the disposal of Ordinary Shares contained in the Lock-In Deeds do not apply to certain circumstances. Further details of the Lock-In Deeds can be found in paragraphs 7.1.2 and 7.1.3 of Part 3.

4 RULE 9 WAIVER AND WHITEWASH RESOLUTION

- 4.1 Following consultation by the Company, the Panel has confirmed that Mr Syed Nazim bin Syed Faisal, Serba Dinamik Holdings, Serba Dinamik International and Serba Dinamik Group, constitute a ‘concert party’ under the City Code. Details of the individual Shareholders who qualify as the Concert Party and further information on the members of the Concert Party are set out in paragraphs 1.2 and 3.9 of this Part 1.
- 4.2 The Debt for Equity Swap will result in Mr Syed Nazim bin Syed Faisal having a 20 per cent. holding of the Company’s issued share capital and will also result in an increase in the Concert Party’s aggregate percentage interest to over 30 per cent. of the Company’s issued share capital and as such prompt a mandatory offer under Rule 9 of the City Code.

- 4.3 Under Note 1 of the Notes on the Dispensations from Rule 9 of the City Code, the Panel may waive the requirement for a general offer to be made in accordance with Rule 9 of the City Code if, *inter alia*, the shareholders of the company who are independent of the person who would otherwise be required to make an offer, and any person acting in concert with him, pass an ordinary resolution on a poll at a general meeting or by way of a written resolution approving such a waiver.
- 4.4 Accordingly, the Company proposes that the Independent Shareholders waive the obligation on the Concert Party to make a mandatory offer under Rule 9 of the City Code, which would otherwise arise as a result of the Debt for Equity Swap.
- 4.5 The Panel has agreed, subject to the passing of the Whitewash Resolution by the Independent Shareholders on a poll at the EGM, to waive the requirement under Rule 9 of the City Code for the Concert Party, collectively and/or individually, to make a mandatory offer for the Ordinary Shares not already owned by it or persons connected with it as would otherwise arise on the Debt for Equity Swap.
- 4.6 The Panel has agreed to the Rule 9 Waiver on the basis that the Independent Directors, who have been so advised by Beaumont Cornish, consider the terms of the Rule 9 Waiver to be fair and reasonable and in the best interest of the Independent Shareholders and the Company as a whole.

5 POTENTIAL VOTING RIGHTS OF THE CONCERT PARTY

If the Whitewash Resolution is passed at the EGM, on the assumption that no options or convertibles are awarded or exercised and no other shares are issued, the Concert Party's holding in the Company's issued share capital would increase to 172,687,534 Ordinary Shares, representing 40 per cent. of the voting rights in the Company.

As a result of the Debt for Equity Swap, the Concert Party will, in aggregate, be interested in shares carrying more than 30 per cent. of the Company's voting share capital but will not hold shares carrying more than 50 per cent. of such voting rights and (for so long as they continue to be treated as acting in concert) any further increase in that aggregate interest in voting shares in the Company (other than the issue of the Ordinary Shares pursuant to the Debt for Equity Swap) will be subject to the provisions of Rule 9.

6 INDEPENDENT ADVICE

- 6.1 Beaumont Cornish has provided advice to the Independent Directors in relation to the Rule 9 Waiver in accordance with the requirements of paragraph 4(a) of Appendix 1 to the City Code.
- 6.2 This advice was provided by Beaumont Cornish to only the Independent Directors and, in providing such advice, Beaumont Cornish has taken into account the Independent Directors' commercial assessments.
- 6.3 The Independent Directors, who have been so advised by Beaumont Cornish, consider that the approval of the waiver by the Panel of any requirement for the members of the Concert Party to make a general offer to shareholders under Rule 9 of the City Code,

is fair and reasonable and in the best interests of the Independent Shareholders and the Company as a whole.

7 INTENTIONS OF THE CONCERT PARTY

- 7.1 The Concert Party has confirmed that, other than the proposed appointment of the Non-executive Chairman to the Board of the Company nominated by the Concert Party, further details of which are set out at paragraph 1.1 above, it and each individual member of the Concert Party (whether acting in its capacity as a Director or a Shareholder) has no intention to make, or seek to make, any change in respect of the Company's: (i) business or any research and development functions; (ii) maintenance of its admission to AIM; (iii) the continued employment of the employees and management or any conditions of employment or in the balance of skills and functions of the employees and management; (iv) strategic plans and their likely repercussions on employment and on the location of the Company's place of business or on the location of the Company's headquarters and headquarters functions; or (v) redeployment of its fixed assets and those of its subsidiaries following any increase in its shareholding as a result of the Debt for Equity Swap. In addition, the Concert Party has no intention to change employer contributions into the Company pension scheme, the accrual of benefits for existing members (if any) or the admission of new members.
- 7.2 In the event that the Debt for Equity Swaps and Rule 9 Waiver are approved at the EGM, no member of the Concert Party will be restricted from making an offer for the Company.

8 EXTRAORDINARY GENERAL MEETING

- 8.1 An Extraordinary General Meeting of the Company, notice of which is set out at the end of this Circular, is to be held at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD on 24 January 2020 at 2:00 p.m. at which the Whitewash Resolution will be proposed. Please note that the summary and explanation set out below is not the full text of the Whitewash Resolution and Shareholders should review the full text of the Resolution before returning their Forms of Proxy.
- 8.2 In summary, the Whitewash Resolution, which will be proposed as an ordinary resolution, seeks the approval of the Independent Shareholders to waive the obligation on the Concert Party which would otherwise arise under Rule 9 of the City Code as a result of the Debt for Equity Swap.
- 8.3 Only the Independent Shareholders will be entitled to vote on the Whitewash Resolution which will be conducted on a poll at the EGM.

9 ACTION TO BE TAKEN

You will find enclosed with this Circular, a Form of Proxy for use at the EGM. Whether or not you intend to attend the EGM in person you are requested to complete the Form of Proxy in accordance with the instructions printed on it and to return it to the Company's registrars, Link Asset Services, The Registry, PXS 1, 34 Beckenham Road, Beckenham, Kent BR3 4ZF as soon as possible and in any event by no later than 2.00

p.m. on 22 January 2020. The completion and return of a Form of Proxy will not preclude Shareholders from attending the EGM and voting in person should they so wish.

10 **IMPORTANCE OF VOTE**

The Debt for Equity Swap is required in order to ensure the continued support of Serba Dinamik group to the Company. Shareholders should note that in the event the Whitewash Resolution is not approved and the Debt for Equity Swap does not complete, the Company would not be able to rely upon Serba Dinamik Holdings or its subsidiaries for future debt and equity funding and so would be required to seek alternative sources of funding. The Directors are unable to provide any assurance that alternative financing or re-financing could immediately be secured or, that if it were secured, it would be on terms as favourable to the Company or would not result in a substantial dilution of Shareholders' interests.

11 **JERSEY REGULATION**

The Jersey Financial Services Commission has also given, and has not withdrawn, its consent under Article 2 of the Control of Borrowing (Jersey) Order 1958 to the issue of shares in the Company.

12 **RECOMMENDATION**

The Independent Directors, who have been so advised by the Company's financial adviser, Beaumont Cornish, consider the Debt for Equity Swap and the Whitewash Resolution to be fair and reasonable and in the best interests of the Independent Shareholders and of the Company as a whole. Accordingly, the Independent Directors recommend that the Independent Shareholders vote in favour of the Whitewash Resolution at the EGM as they intend to do in respect of their entire holdings which amount to interests in 23,686,668 Ordinary Shares, representing approximately 6.8 per cent. of the Existing Ordinary Shares. In providing advice to the Independent Directors, Beaumont Cornish has taken into account the Independent Directors' commercial assessment.

Voting on the Whitewash Resolution will be by means of a poll at the Extraordinary General Meeting of Independent Shareholders.

Members of the Concert Party, including Syed Nazim bin Syed Faisal, the Executive Director of the Company, are not able to vote on the Whitewash Resolution at the Extraordinary General Meeting.

Aditya Chathli

Independent Non-Executive Director

PART 2

SECTION A: FINANCIAL INFORMATION ON THE COMPANY

The following documents are incorporated by reference into this Circular, so as to provide the information required pursuant to the City Code:

- the consolidated audited accounts for the Company for the financial year ended 30 September 2017;
- the consolidated audited accounts for the Company for the financial year ended 31 December 2018; and
- the interim results for the Company for the six months ended 30 June 2019.

These documents are available on the Company's website at <http://87.106.250.202/GreenSmart/Reports.asp> and from the Company's registered office at 12 Castle Street, St Helier, Jersey JE2 3RT

Any Shareholder, person with information rights or other person to whom this Circular is sent may request a copy of each of the documents set out above in hard copy form. Hard copies will only be sent where valid requests are received from such persons. To request a hard copy, please contact Ruari Allan at ruari.allan@apexfs.com or on +44 1534 847 367.

The documents incorporated by reference into this Circular have been incorporated in compliance with Rule 24.15 of the City Code.

| <i>Information</i> | <i>Source of information</i> |
|---|---|
| 1. Turnover, net profit or loss(i) before and after taxation and the charge for tax, for the Group for the two financial years ended 31 December 2018* and 30 September 2017. | (i) Green & Smart Annual Report 2018, consolidated income statement on page 35. |
| | (ii) Green & Smart Annual Report 2017, consolidated income statement on page 23. |
| | (iii) Green & Smart Interim Results for the six months ended 30 June 2019, consolidated income statement on page 5. |
| 2. A statement on the assets and(i) liabilities shown in the audited accounts for the Group for the two financial years ended 31 December 2018* and 30 September 2017. | (i) Green & Smart Annual Report 2018, consolidated statement of financial position on page 34. |
| | (ii) Green & Smart Annual Report 2017, consolidated statement of financial position on page 22. |

- (iii) Green & Smart Interim Results for the six months ended 30 June 2019, consolidated statement of financial position on page 4.
- 3. A cash flow statement as(i) provided in the audited accounts for the Group for the two financial years ended 31 December 2018* and 30 September 2017.
 - (i) Green & Smart Annual Report 2018, consolidated cash flow statement on page 37.
 - (ii) Green & Smart Annual Report 2017, consolidated cash flow statement on page 25.
 - (iii) Green & Smart Interim Results for the six months ended 30 June 2019, consolidated cash flow statement on page 7.
- 4. Significant accounting policies(i) together with any points from the notes to the accounts which are of major relevance to an appreciation of the figures for the two financial years ended 31 December 2018* and 30 September 2017.
 - (i) Green & Smart Annual Report 2018, notes to the financial statements beginning on page 38.
 - (ii) Green & Smart Annual Report 2017, notes to the financial statements beginning on page 26.
 - (iii) Green & Smart Interim Results for the six months ended 30 June 2019, notes to the financial statements beginning on pages 8.

Note:

*Pursuant to a resolution ratified at the Annual General Meeting of the Company on 25 October 2018, the Group's financial year was changed from 30 September to 31 December 2018.

SECTION B: FINANCIAL INFORMATION ON SERBA DINAMIK

The following documents are incorporated by reference into this Circular, so as to provide the information required pursuant to the City Code:

- the consolidated audited accounts for Serba Dinamik Holdings for the financial year ended 31 December 2017;
- the consolidated audited accounts for Serba Dinamik Holdings for the financial year ended 31 December 2018; and
- the quarterly results for Serba Dinamik Holdings for the three months ended 30 September 2019.

These documents are available from Serba Dinamik Holdings Berhad website at <http://serbadinamik.listedcompany.com/ar.html> and http://serbadinamik.listedcompany.com/financials_archive.html. The information within these consolidated financial statements has not been published in an inflation adjusted form and is available in a “read-only” format. The Company will provide within two Business Days, without charge, to each person to whom a copy of this document has been delivered (or to any Shareholder or person with information rights), upon their written or verbal request, a copy of these documents incorporated by reference. Copies of any documents incorporated by reference in this document will not be provided unless such a request is made. Requests for copies of any such document should be directed to Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor, Malaysia; +603-5511 3213; serba.ir@serbadinamik.com

The documents incorporated by reference into this Circular have been incorporated in compliance with Rule 24.15 of the City Code.

Information

Source of information

- | | |
|---|--|
| 1. Turnover, net profit or loss before and after taxation and the charge for tax, for the Group for the two financial years ended 31 December 2018 and 31 December 2017 and for the quarter and period ended 30 September 2019. | (i) Serba Dinamik Holdings Berhad Annual Report 2018, on pages 174-175. (ii) Serba Dinamik Holdings Berhad Annual Report 2017, consolidated income statement on pages 128-129. (iii) Serba Dinamik Holdings Berhad Quarterly Report on the consolidated results for the quarter and period ended 30 September 2019, on page 1. |
|---|--|

Information

Source of information

2. A statement on the assets and liabilities shown in the audited accounts for the Group for the two financial years ended 31 December 2018 and 31 December 2017 and in the unaudited results for the quarter and period ended 30 September 2019.
- (i) Serba Dinamik Holdings Berhad Annual Report 2018, on pages 172 -173.
 - (ii) Serba Dinamik Holdings Berhad Annual Report 2017, on pages 126 -127.
 - (iii) Serba Dinamik Holdings Berhad Quarterly Report on the consolidated results for the quarter and period ended 30 September 2019, on page 2.
3. A cash flow statement as provided in the audited accounts for the Group for the two financial years ended 31 December 2018 and 31 December 2017 and in the unaudited results for the quarter and period ended 30 September 2019.
- (i) Serba Dinamik Holdings Berhad Annual Report 2018, on pages 178 -180.
 - (ii) Serba Dinamik Holdings Berhad Annual Report 2017, on pages 132 -134.
 - (iii) Serba Dinamik Holdings Berhad Quarterly Report on the consolidated results for the quarter and period ended 30 September 2019, on page 3.
4. Significant accounting policies together with any points from the notes to the accounts which are of major relevance to an appreciation of the figures for the two financial years ended 31 December 2018 and 31 December 2017 and for the quarter and period ended 30 September 2019.
- (i) Serba Dinamik Holdings Berhad Annual Report 2018, beginning page 181.
 - (ii) Serba Dinamik Holdings Berhad Annual Report 2017, beginning page 135.
 - (iii) Serba Dinamik Holdings Berhad Quarterly Report on the consolidated results for the quarter and period ended 30 September 2019, beginning page 5.

PART 3 ADDITIONAL INFORMATION

1 RESPONSIBILITY

- 1.1 The Directors, whose names appear in paragraph 2 of this Part 3, accept responsibility for the information (including any expressions of opinion) contained in this Circular, other than: (i) the recommendation set out in paragraph 12 of Part 1, for which only the Independent Directors accept responsibility; and (ii) information relating to the Concert Party and their immediate families, related trusts and persons connected with them, for which the Concert Party Director accepts responsibility. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Circular for which they take responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 Each member of the Concert Party accepts responsibility for the information (including any expressions of opinion) contained in this Circular relating to the members of the Concert Party and their immediate families, related trusts and persons connected with him and does so without prejudice and in addition to the Directors' responsibility statement set out in paragraph 1.1 of this Part 3. To the best of the knowledge and belief of the members of the Concert Party (who have taken all reasonable care to ensure that such is the case) the information contained in this Circular relating to the Concert Party is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.3 The Independent Directors accept responsibility for the recommendation set out in paragraph 12 of Part 1. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in the recommendation set out in paragraph 12 of Part 1 is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 DIRECTORS

The Directors of the Company are:

- Datuk Haji Radzali Bin Hassan (*Non-Executive Chairman*)
- Saravanan Rasaratnam (*Chief Executive Officer*)
- Navindran Balakrishnan (*Chief Operations Officer*)
- Syed Nazim bin Syed Faisal (*Executive Director*)
- Aditya Chathli (*Non-Executive Director*)

3 INTERESTS AND DEALINGS

3.1 For the purposes of this paragraph 3:

- 3.1.1 **acting in concert** means any such person acting or deemed to be acting in concert as such expression is defined in the City Code;

- 3.1.2 **arrangement** includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;
- 3.1.3 **associate** means:
- (a) the parent company (if any), the subsidiaries, fellow subsidiaries and associated companies of the Company or Concert Party, as the case may be, and companies of which any such subsidiaries or associated companies are associated companies;
 - (b) connected advisers and persons controlling, controlled by or under the same control as such connected advisers;
 - (c) the Directors or Concert Party, as the case may be, and the directors of any company covered in (b) above (together in each case with their close relatives and related trusts);
 - (d) the pension funds of the Company or Concert Party, as the case may be, or any person covered in (b) above;
 - (e) an employee benefit trust of the Company or Concert Party, as the case may be, or any company covered in (b) above; and
 - (f) a company having a material trading arrangement with the Company or Concert Party.
- 3.1.4 **connected advisers** normally includes only the following (and will not normally include a corporate broker which is unable to act in connection with the transaction because of a conflict of interest):
- (a) in relation to the Company or Concert Party, as the case may be, an organisation which is advising that party in relation to the transaction and a corporate broker to that party;
 - (b) in relation to a person who is acting in concert with the Company or Concert Party, as the case may be, an organisation which is advising that person either in relation to the transaction, or in relation to the matter which is the reason for that person being a member of the relevant concert party; and
 - (c) in relation to a person who is an associate of the Company or Concert Party, as the case may be, by virtue of paragraph (b) in the definition of "associate" above, an organisation which is advising that person in relation to the transaction.
- 3.1.5 **control** means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the Voting Rights (as defined in the City Code)

irrespective of whether the holding or aggregate holding gives *de facto* control;

3.1.6 **dealings** or **dealt** includes the following:

- (a) the acquisition or disposal of relevant securities or the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attached to relevant securities, or of general control of relevant securities;
- (b) the taking, granting acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option, (including a traded option contract) in respect of any securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise or conversion, whether in respect of new or existing securities, any of any securities carrying conversion or subscription rights;
- (e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to securities;
- (f) the entry into or termination or variation of the terms of any agreement to purchase or sell securities; and
- (g) any other action resulting, or which may result, in an increase or decrease in the number of securities in which a person is interested or in respect of which he has a short position;

3.1.7 **derivative** includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

3.1.8 **disclosure date** means close of business on 2 January 2020, being the latest practicable date prior to the publication of this Circular;

3.1.9 **disclosure period** means the period commencing on 3 January 2019 (being the date twelve months prior to the disclosure date) and ending on the disclosure date (being the latest practicable date prior to the publication of this Circular);

3.1.10 **interested** in securities includes if a person:

- (a) owns them;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;

- (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire them or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;
- (d) is a party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them; or
- (e) has long economic exposure, whether absolute or conditional to changes in the price of those securities (but a person who only has a short position in securities is not treated as interested in those securities);

3.1.11 **relevant securities** includes:

- (a) shares and any other securities in the Company or Concert Party, as the case may be, conferring voting rights;
- (b) equity share capital of the Company or Concert Party, as the case may be;
- (c) any securities convertible into, or rights to subscribe for the securities of the Company or Concert Party, as the case may be, described in paragraphs (a) and (b) above; and
- (d) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “control” means an interest or interests in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give *de facto* control.

3.1.12 **short position** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

Directors of the Company

3.2 At the close of business on the disclosure date, the interests, rights to subscribe and short positions of the Directors (and any person whose interests in Ordinary Shares is taken to be interested in pursuant to Part 22 of the Act and related regulations), all of which are beneficial unless otherwise stated, in the Ordinary Shares were as follows:

| <i>Director</i> | <i>No. of Ordinary Shares</i> | <i>Percentage</i> |
|-----------------|-----------------------------------|-------------------|
|-----------------|-----------------------------------|-------------------|

| | | |
|-------------------------------|--------------|------|
| Saravanan Rasaratnam | 68,003,211* | 19.7 |
| Datuk Haji Radzali Bin Hassan | - | - |
| Navindran Balakrishnan | 68,003,210** | 19.7 |
| Syed Nazim bin Syed Faisal | - | - |
| Aditya Chathli | - | - |

*Includes a 50 per cent. interest in the 112,319,753 Ordinary Shares held by K2M Ventures in which Mr Rasaratnam holds a 50 per cent. shareholding.

** Includes a 50 per cent. interest in the 112,319,753 Ordinary Shares held by K2M Ventures in which Mr Balakrishnan holds a 50 per cent. shareholding.

No Director holds any options or other right to subscribe for Ordinary Shares.

3.3 During the disclosure period, the following dealings in relevant securities by the Directors have taken place:

| <i>Name</i> | <i>Description of dealing</i> | <i>Number of Ordinary Shares</i> | <i>Price per Ordinary Share</i> | <i>Date of Transaction</i> |
|------------------------|--|----------------------------------|---------------------------------|----------------------------|
| Saravanan Rasaratnam | Off market disposal of Ordinary Shares | 34,537,581* | 6.97 pence | 4 December 2018 |
| Navindran Balakrishnan | Off market disposal of Ordinary Shares | 34,537,581* | 6.97 pence | 4 December 2018 |

*The Ordinary Shares were held by K2M Ventures Sdn Bhd, a company wholly owned by Mr Saravanan Rasaratnam and Mr Navindran Balakrishnan

Save as disclosed in this paragraph 3.3, there have been no dealings in Ordinary Shares by the Directors during the disclosure period.

3.4 As at the close of business on the disclosure date (and save as set out in paragraphs 3.3 of this Part 3, and paragraph 1.1 of Part 1), neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) or any person deemed to be acting in concert with the Directors of the Company (including any non-exempt discretionary fund manager and principal trader connected with the Concert Party), has any interest in or a right to subscribe for, or short position (whether conditional or absolute, and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in, and no such person owns or controls, in each case directly or indirectly, any relevant securities of the Company, and nor has any such person lent or borrowed relevant securities of the Company (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), in relation to, any relevant securities.

3.5 Save as disclosed in paragraphs 3.2 and 3.3 of this Part 3, there were no arrangements of the kind referred to in Note 11 of the definition of acting in concert in the City Code

which existed between the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) or any associate of the Company and any other person, nor have any dealings in relevant securities taken place between such parties during the disclosure period.

- 3.6 Neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons) or any person deemed to be acting in concert with the Directors of the Company (including any non-exempt discretionary fund manager and principal trader connected with the Concert Party), has any interest in or a right to subscribe for, or short position (whether conditional or absolute, and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in, and no such person owns or controls, in each case directly or indirectly, any relevant securities in any corporate member of the Concert Party and nor has any such person lent or borrowed relevant securities (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the City Code).

4 **CONCERT PARTY**

- 4.1 As at the close of business on the disclosure date, the members of the Concert Party had the following interests, rights to subscribe and short positions, in relevant securities of the Company:

| <i>Name</i> | <i>Number of Existing Ordinary Shares</i> | <i>Percentage of Existing Ordinary Shares</i> |
|--------------------------------------|---|---|
| Serba Dinamik International | 51,806,000 | 15.0 |
| Serba Dinamik Group | 34,537,581 | 10.0 |
| Syed Nazim bin Syed Faisal | - | - |
| Serba Dinamik Holdings | - | - |
| Concert Party aggregate total | 86,343,581 | 25.0 |

- 4.2 During the disclosure period, the following dealings in Ordinary Shares by the members of the Concert Party (including members of their immediate families, related trusts nor any persons connected with them), any director of the Concert Party and any person acting or deemed to be acting in concert with them have taken place:

| <i>Name</i> | <i>Description of dealing</i> | <i>Number of Ordinary Shares</i> | <i>Price per Ordinary Share</i> | <i>Date of Transaction</i> |
|---------------------|---|----------------------------------|---------------------------------|----------------------------|
| Serba Dinamik Group | Off market acquisition of Ordinary Shares | 34,537,581 | 6.97 pence | 4 December 2018 |

Save as disclosed in this paragraph 4.2, there have been no dealings in Ordinary Shares by the members of the Concert Party (including members of their immediate families, related trusts nor any persons connected with them), any director of the

Concert Party and any person acting or deemed to be acting in concert with them during the disclosure period.

- 4.3 Save as disclosed in paragraphs 4.1 and 4.2 of this Part 3 and paragraph 1.1 of Part 1, no member of the Concert Party, nor any director of the applicable members of the Concert Party nor any person acting in concert with any member of the Concert Party nor any member of the Concert Party's immediate families or related trusts had any interest in or right to subscribe for, or had any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in, and no such person owns or controls, in each case directly or indirectly, any relevant securities of the Company, and nor has any such person dealt therein during the disclosure period, nor lent or borrowed relevant securities of the Company (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code).
- 4.4 Save as disclosed in paragraphs 4.1 and 4.2 of this Part 3, and paragraph 1.1 of Part 1, no member of the Concert Party nor any director of the applicable members of the Concert Party nor any person deemed to be acting in concert with the Concert Party, has any arrangement of the kind referred to in Note 11 of the definition of acting in concert in the City Code or has dealt in any relevant securities of the Company during the disclosure period.

5 MIDDLE MARKET QUOTATIONS

- 5.1 Set out below are the closing middle market quotations for the Ordinary Shares, as derived from the Daily Official List, for the first dealing day of each of the six months immediately preceding the date of this Circular and for 2 January 2020 (being the latest practicable date prior to the publication of this Circular):

| <i>Date</i> | <i>Price (p)</i> |
|------------------|------------------|
| 2 January 2020 | 3.85 |
| 2 December 2019 | 4.15 |
| 1 November 2019 | 4.40 |
| 1 October 2019 | 4.50 |
| 2 September 2019 | 5.05 |
| 1 August 2019 | 2.75 |
| 1 July 2019 | 2.75 |

6 DIRECTOR'S SERVICE AGREEMENTS AND OTHER ARRANGEMENTS WITH THE COMPANY

6.1 The Directors' current service agreements will be available for inspection as set out in paragraph 10 below and are summarised below. Otherwise than as set out below, there are no other service contracts between the Directors and the Company or any of its subsidiaries and no service contracts have been entered into nor have existing service contracts been amended during the period of six months prior to the date of this Circular.

6.1.1 Navindran Balakrishnan entered into a service agreement with GSV dated 1 May 2016 to act as Group Executive Director from 2 May 2016. Under the service agreement, Mr Navindran's remuneration is RM360,000 per annum. The service agreement can be terminated at any time by either party giving to the other 6 months' written notice. Mr Navindran is required to exercise the powers and functions and perform the duties assigned to him from time to time by or under the authority of the Board in such manner as shall be specified by or under the authority of the Board and as are appropriate to his position. Mr Navindran is also required devote the whole of his time, attention and abilities during working hours to the affairs of the Company. Mr Navindran may be paid such discretionary bonus as determined by the Board from time to time. He is also be entitled to such other benefits as are accorded by the Board from time to time. The agreement contains customary post-employment warranties and undertakings.

6.1.2 Saravanan Rasaratnam entered into a service agreement with GSV dated 1 May 2016 to act as Group Managing Director from 2 May 2016. Under the service agreement, Mr Rasaratnam's remuneration is RM360,000 per annum. The service agreement can be terminated at any time by either party giving to the other 6 months' written notice. Mr Rasaratnam is required to exercise the powers and functions and perform the duties assigned to him from time to time by or under the authority of the Board in such manner as shall be specified by or under the authority of the Board and as are appropriate to his position. Mr Rasaratnam is required to devote the whole of his time, attention and abilities during working hours to the affairs of the Company. Mr Rasaratnam may be paid such discretionary bonus as determined by the Board from time to time. He is also be entitled to such other benefits as are accorded by the Board from time to time. The agreement contains customary post-employment warranties and undertakings

6.1.3 Pursuant to a letter of appointment dated 6 May 2016, the Company appointed Navindran Balakrishnan to act as Group Executive Director of the Company. Mr Balakrishnan shall receive a director's fee of £30,000 per annum, payable monthly in arrears. The agreement continues unless terminated by the company or the Director giving the other 6 months' prior

written notice. He was appointed a director of the Company on 24 November 2015.

- 6.1.4 Pursuant to a letter of appointment dated 6 May 2016, the Company appointed Saravanan Rasaratnam to act as Group Managing Director of the Company. Mr Rasaratnam receives a director's fee of £30,000 per annum, payable monthly in arrears. The agreement continues unless terminated by the company or the Director giving the other 6 months' prior written notice. He was appointed a director of the Company on 24 November 2015.
- 6.1.5 Pursuant to a letter of appointment dated 6 May 2016, the Company appointed Datuk Haji Radzali Bin Hassan to act as Non-Executive Chairman of the Company. Datuk Haji Radzali Bin Hassan receives a director's fee of £30,000 per annum, payable monthly in arrears. The agreement continues unless terminated by the company or the Director giving the other 6 months' prior written notice. He was appointed a director of the Company with effect from the Company's admission to AIM on 12 May 2016.
- 6.1.6 Syed Nazim Bin Syed Faisal entered into a service agreement with GSV dated 3 December 2018 to act as Executive Director and Finance Director. Under the service agreement, Syed Nazim Bin Syed Faisal's remuneration is RM360,000 per annum. The service agreement can be terminated at any time by either party giving to the other 6 months' written notice. Mr Syed Nazim Bin Syed Faisal is required to exercise the powers and functions and perform the duties assigned to him from time to time by or under the authority of the Board in such manner as shall be specified by or under the authority of the Board and as are appropriate to his position. Mr Syed Nazim Bin Syed Faisal is required to devote the whole of his time, attention and abilities during working hours to the affairs of the Company. Mr Syed Nazim Bin Syed Faisal may be paid such discretionary bonus as determined by the Board from time to time. He shall also be entitled to such other benefits as are accorded by the Board from time to time. The agreement contains customary post-employment warranties and undertakings.
- 6.1.7 Pursuant to a letter of appointment dated 25 September 2018, the Company appointed Syed Nazim Bin Syed Faisal as Finance Director of the Company. Syed Nazim Bin Syed Faisal receives a director's fee of £12,000 per annum, payable monthly in arrears. The agreement continues for an initial period of 24 months and then continues unless terminated by the company or the Director giving the other 6 months' prior written notice.
- 6.1.8 Pursuant to a letter of appointment dated 29 September 2017, the Company appointed Aditya Chathli as non-executive director of the Company. Aditya Chathli receives a director's fee of £30,000 per annum, payable monthly in arrears. The agreement continues for an initial period of 24 months and then continues unless terminated by the company or the Director giving the other 6 months' prior written notice.

- 6.1.9 Each of the directors of the Company agreed in August 2018 to reduce their fees from £30,000 per annum to £12,000 per annum, pending an improvement in the Company's operational performance.
- 6.1.10 No new agreements or amendments to any existing agreements within the period of six months preceding the date of this document have taken place.

7 MATERIAL CONTRACTS

7.1 Details of the material contracts (not being contracts entered into in the ordinary course of business) which have been entered into by the Company during the period commencing on 3 January 2018 (being the date two years prior to the publication of this Circular) and ending on 2 January 2020 (being the latest practicable date prior to the publication of this Circular):

7.1.1 Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Mr Syed Nazim bin Syed Faisal, (3) Serba Dinamik Holdings, (4) Serba Dinamik International, (5) Serba Dinamik Group and (6) Beaumont Cornish Limited (the **Relationship Agreement**) the parties, subject to the passing of the Whitewash Resolution and the issue of the Ordinary Shares pursuant to the Debt for Equity Swap, agreed to manage the relationship between them to ensure, *inter alia*, that:

- the Company will at all times be capable of carrying on its business independently of the members of the Concert Party; and
- all transactions and arrangements between the Company and the members of the Concert Party will be at arm's length and on normal commercial terms.

The provisions of the Relationship Agreement will remain in force for so long as:

- the Ordinary Shares are admitted to trading on AIM; and
- the aggregate interest of the Concert Party in the Ordinary Shares represents 20 per cent. or more of the issued Ordinary Shares.

7.1.2 Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Mr Syed Nazim bin Syed Faisal, (3) K2MV, (4) Saravanan Rasaratnam, (5) Navindran Balakrishnan, (6) Serba Dinamik Group, (7) Simon Peter and (8) Beaumont Cornish Limited (the **SEDA Lock-in Deed**), each of the parties agreed, subject to the passing of the Whitewash Resolution and the issue of the Ordinary Shares pursuant to the Debt for Equity Swap, not to effect any disposal of the Ordinary Shares held by them unless and until the proposed transferor obtains a legal opinion from its Malaysian lawyers in terms satisfactory to the Company and Beaumont Cornish that no member of the Group is subject to any restriction on foreign ownership under the Malaysian Renewable Energy Rules, including without

limitation a requirement that no foreign person or persons should hold, directly or indirectly, more than 49 per cent. of the voting power or issued share capital (excluding preference shares) of a Malaysian incorporated company which qualifies as an “eligible producer” under the relevant Malaysian Renewable Energy Rules. For those parties to the agreement who are members of the Concert Party, the agreement imposes a lock-in period of 12 months from the date of issue of the Ordinary Shares pursuant to the Debt for Equity Swap, irrespective of whether a legal opinion is obtained or not.

Further, any acquirer of such Ordinary Shares is required to enter into a lock-in agreement on equivalent terms to the SEDA Lock-in Deed and the Company may also impose further arrangements or requirements on a proposed disposal to prevent any breach of the Malaysian Renewable Energy Rules. This agreement, subject to the condition to its coming into force being met, will supersede the agreement between the parties (other than Mr Syed Nazim bin Syed Faisal) dated 4 December 2018, which contains identical restrictions on disposals of Ordinary shares.

The restrictions under the SEDA Lock-in Deed do not apply to the acceptance of a takeover offer (or giving an irrevocable undertaking to accept an offer) which is open to all holders of Ordinary Shares in the Company.

- 7.1.3 Pursuant to an agreement dated 2 January 2020 made between (1) the Company, (2) Serba Dinamik International and (3) Beaumont Cornish, Serba Dinamik International agreed to not dispose of any Ordinary Shares held by it for a period of 12 months from the date of issue of the Ordinary Shares pursuant to the Debt for Equity Swap. Serba Dinamik International entered into a separate lock-in agreement as, for the purposes of the Malaysian Renewable Energy Rules, it is a foreign entity as it is established in Labuan, an offshore free trade zone, and therefore is not a Malaysian person. The restrictions under this agreement do not apply to the acceptance of a takeover offer (or giving an irrevocable undertaking to accept an offer) which is open to all holders of Ordinary Shares in the Company.
- 7.1.4 On 23 May 2019, the Company as borrower, Mr Syed Nazim Bin Syed Faisal as lender and each of Saravanan Rasaratnam and Navindran Balakrishnan as guarantors entered into a loan agreement pursuant to which an unsecured interest-free loan of £1,600,000 was advanced to the Company for use for general working capital purposes. The loan is due for repayment on 23 May 2020 and is the subject of the Debt for Equity Swap.
- 7.1.5 On 4 December 2018, following an acquisition of shares from K2M Ventures by Serba Dinamik Group, the Company, Cantor Fitzgerald Europe (as the Company’s then nominated adviser) and each of K2M Ventures Sdn Bhd, Serba Dinamik Group, Saravanan Rasaratnam, Navindran Balakrishnan and Simon Peter (such persons together being the **Locked-in Parties**) entered

into a lock-in agreement (the **2018 Lock-in**) in substitution for an earlier lock-in agreement entered into on 6 May 2016 and which was terminated on the terms of the 2018 Lock-in. Under the terms of the 2018 Lock-in, each of the Locked-in Parties agreed not to transfer or otherwise dispose of any Ordinary Shares (save in relation to the acceptance of a general offer) unless and until the proposed transferor obtains a legal opinion from its Malaysian lawyers in terms satisfactory to the Company and Cantor Fitzgerald that no member of the Group is subject to any restriction on foreign ownership under the Malaysian Renewable Energy Rules, including without limitation a requirement that no foreign person or persons should hold, directly or indirectly, more than 49 per cent. of the voting power or issued share capital (excluding preference shares) of a Malaysian incorporated company which qualifies as an “eligible producer” under the relevant Malaysian Renewable Energy Rules. Further, any acquirer of such Ordinary Shares is required to enter into a lock-in agreement on equivalent terms to the 2018 Lock-in and the Company may also impose further arrangements or requirements on a proposed disposal to prevent any breach of the Malaysian Renewable Energy Rules. The benefit of the rights and benefits of Cantor Fitzgerald under this agreement were automatically assigned to Beaumont Cornish on the occasion of Beaumont Cornish acceding as the Company’s nominated adviser on 30 September 2019. The 2018 Lock-in will terminate on the coming into force of the SEDA Lock-in Deed, further detail of which is set out at paragraph 7.1.2.

7.1.6 On 17 July 2018, the Company and Serba Dinamik International entered into a subscription agreement pursuant to which Serba Dinamik International subscribed £3,200,000 for 51,806,000 Ordinary Shares at a price of c.6.19 pence per such Ordinary Share. Under the terms of the subscription agreement, Serba Dinamik International is entitled to appoint one executive Director to the Company's Board of Directors for as long as Serba Dinamik International holds at least 15 per cent. of the Company's issued share capital.

7.2 Other than as disclosed in this paragraph 7, no contracts have been entered into by the Company or any of its subsidiaries, other than in the ordinary course of business, within two years prior to the publication of this Circular which are or may be material.

8 GENERAL

8.1 Beaumont Cornish has given and has not withdrawn its written consent to the issue of this Circular with the inclusion herein of the references to its name in the form and context in which they appear.

8.2 Save as disclosed at paragraph 1.2 of Part 1 (in respect of the position of Mr Syed Nazim bin Syed Faisal as a director of a member of the Concert Party), there is no agreement, arrangement, or understanding (including any compensation arrangement) between the members of the Concert Party and any person acting in concert with any

of them and any of the Directors (or their close relatives and related trusts), recent directors of the Company, Shareholders or recent Shareholders of the Company, or any person interested or recently interested in the Ordinary Shares, having any connection with or dependence upon the proposals set out in this Circular.

- 8.3 There is a commercial relationship between Beaumont Cornish and the Concert Party, but only to the extent that a member of the Concert Party is a Director of the Company, a corporate client of Beaumont Cornish. Save for this commercial relationship and the Relationship Agreement, SEDA Lock-in Deed, the Lock-in with Serba Dinamik International and the 2018 Lock-in Deed (further details on which are set out in paragraphs 7.1.1, 7.1.2, 7.1.3 and 7.1.5 above), there is no relationship (personal, financial or commercial), arrangement or understanding between members of the Concert Party and Beaumont Cornish or any person who is, or is presumed to be, acting in concert with Beaumont Cornish.
- 8.4 No agreement, arrangement or understanding exists whereby the Ordinary Shares which may be acquired by the Concert Party pursuant to the Debt for Equity Swap will be transferred to any other person.
- 8.5 Save as disclosed at paragraph 1.2 of Part 1 (in respect of the position of Mr Syed Nazim bin Syed Faisal as a director of a member of the Concert Party), there are no relationships, arrangements or understandings between the Concert Party and (i) any of the Directors (or their close relatives or related trusts) and (ii) any Shareholder or any person who is, or is presumed to be, acting in concert with any Shareholder.
- 8.6 There have been no significant changes in the financial or trading position of the Company since 31 December 2018, being the date to which its most recent annual financial statements were made up.
- 8.7 The audited consolidated accounts of the Company for the years ended 31 December 2018 and 30 September 2017 and the unaudited Interim Results for the six months ended 30 June 2019 will be available free of charge from the Company's website <http://87.106.250.202/GreenSmart/Reports.asp>. The information within these consolidated financial statements has not been published in an inflation adjusted form and is available in a "read-only" format. The Company will provide within two Business Days, without charge, to each person to whom a copy of this document has been delivered (or to any Shareholder or person with information rights), upon their written or verbal request, a copy of these documents incorporated by reference. Copies of any documents incorporated by reference in this document will not be provided unless such a request is made. Requests for copies of any such document should be directed to 73-M, Jalan Medan Setia 1, Bukit Damansara, 50490 Kuala Lumpur, Malaysia; +603-2095 0024; info@greennsmart.com.my.
- 8.8 The audited consolidated accounts of Serba Dinamik Holdings Berhad for the years ended 31 December 2018 and 31 December 2017 will be available free of charge from Serba Dinamik Holdings Berhad website at <http://serbadinamik.listedcompany.com/ar.html> and http://serbadinamik.listedcompany.com/financials_archive.html. The information within

these consolidated financial statements has not been published in an inflation adjusted form and is available in a “read-only” format. The Company will provide within two Business Days, without charge, to each person to whom a copy of this document has been delivered (or to any Shareholder or person with information rights), upon their written or verbal request, a copy of these documents incorporated by reference. Copies of any documents incorporated by reference in this document will not be provided unless such a request is made. Requests for copies of any such document should be directed to Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor, Malaysia; +603-5511 3213; serba.ir@serbadinamik.com.

9 DOCUMENTS AVAILABLE FOR INSPECTION

9.1 Copies of the following documents will be available for inspection at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) up to and including 24 January 2020 and at the EGM to be held on that day, and also on the Company’s website at www.greennsmart.com.my.

9.1.1 this Circular;

9.1.2 the Articles of Association of the Company;

9.1.3 the consolidated audited accounts for the Company for the financial year ended 30 September 2017;

9.1.4 the consolidated audited accounts for the Company for the financial year ended 31 December 2018;

9.1.5 the interim results for the Company for the six months ended 30 June 2019;

9.1.6 Serba Dinamik Holdings Articles of Association;

9.1.7 Serba Dinamik Holdings Annual Report 2017;

9.1.8 Serba Dinamik Holdings Annual Report 2018;

9.1.9 the quarterly results for Serba Dinamik Holdings for the three months ended 30 September 2019;

9.1.10 the Directors’ service agreements and letters of appointments referred to in paragraph 6 of this Part 3;

9.1.11 the material contracts referred to in paragraph 7 of this Part 3; and

9.1.12 the consent letter from Beaumont Cornish referred to in paragraph 8.1 of this Part 3.

3 January 2020

PART 4

NOTICE OF EXTRAORDINARY GENERAL MEETING

GREEN & SMART HOLDINGS PLC

(Incorporated in Jersey with registered number 119200)

Notice is hereby given that an Extraordinary General Meeting of the Company will be held at 2.00 p.m. on 24 January 2020 at the offices of Charles Russell Speechlys LLP, 5 Fleet Place, London EC4M 7RD to consider and, if thought fit, pass the following resolution which is proposed as an ordinary resolution and will be taken on a poll in accordance with the requirements of the Panel. Only the Independent Shareholders, as defined in the circular to shareholders issued by the Company dated 3 January 2020, containing this Notice of Extraordinary General Meeting (the “**Circular**”), are entitled to vote on Resolution 1.

ORDINARY RESOLUTION

1. **THAT** the grant of the waiver by the Panel on Takeovers and Mergers described in the Circular of any requirement under Rule 9 of the City Code on Takeovers and Mergers on the members of the Concert Party (as defined and described in the Circular) to make a general offer to the shareholders of the Company as a result of Debt for Equity Swap (as defined in the Circular) be and is hereby approved.

Dated: 2 January 2020

Registered Office:

12 Castle Street
St Helier
Jersey
JE2 3RT

By Order of the Board

Apex Financial Services (Jersey) Limited
Company Secretary

Notes to the notice of Extraordinary General Meeting

- 1 In order to comply with the City Code on Takeovers and Mergers, Resolution 1 will be taken on a poll and the Concert Party (as defined in the Circular) will not participate.
- 2 As a member of the Company you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote on your behalf at a general meeting of the Company.
- 3 A proxy does not need to be a member of the Company but must attend the meeting to represent you. To appoint as your proxy a person other than the Chairman of the meeting, insert their full name in the space provided on your proxy form. If you sign and return your proxy form with no name inserted in the space provided, the Chairman of the meeting will be deemed to be your proxy. Where you appoint as your proxy someone other than the Chairman, you are responsible for ensuring that they attend the meeting and are aware of your voting intentions. If you wish your proxy to make any comments on your behalf, you will need to appoint someone other than the Chairman and give them the relevant instructions directly.
- 4 You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. When two or more valid but differing proxy forms are delivered in respect of the same share for use at the same meeting, the one which is last delivered (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last delivered, none of them shall be treated as valid in respect of that share. To appoint more than one proxy you must complete a separate proxy form for each proxy or, if appointing multiple proxies electronically, follow the instructions given on the relevant electronic facility. Members can copy their original Form of Proxy, or additional Forms of Proxy can be obtained from Link Asset Services, The Registry, PXS 1, 34 Beckenham Road, Beckenham, Kent, BR3 4ZF.
- 5 The return of a completed proxy form or any CREST proxy instruction (as described in note 14 below) does not preclude you from attending the meeting and voting in person.
- 6 To direct your proxy how to vote on the resolution mark the appropriate box on your proxy form with an 'X'. To abstain from voting on a resolution, mark the relevant "Withheld" box. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.
- 7 To be valid any proxy form appointing a proxy must be: a) completed and signed; b) sent or delivered to Link Asset Services, The Registry, PXS 1, 34 Beckenham Road, Beckenham, Kent, BR3 4ZF; and c) received by Link Asset Services no later than 10.00 p.m. Malaysian Time / 2.00 p.m. UK Time on 22 January 2020.
- 8 In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in

which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

- 9 In the case of a member which is a company, your proxy form must be executed under its common seal or signed on its behalf by a duly authorised officer of the Company or an attorney for the Company.
- 10 Any power of attorney or any other authority under which your proxy form is signed (or a duly certified copy of such power or authority) must be included with your proxy form.
- 11 If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.
- 12 You may not use any electronic address provided in your proxy form to communicate with the Company for any purposes other than those expressly stated.
- 13 The issued share capital of the Company consists of 345,375,812 Ordinary Shares, carrying, on a poll vote, one vote each. There are no Ordinary Shares held in treasury. Therefore, the total number of voting rights of the Company on a poll vote is 345,375,812.
- 14 CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the Annual General Meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsors or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message must be transmitted so as to be received by the Company's agent, Link Asset Services (CREST Participant ID: RA10) no later than 48 hours, excluding any day that is not a business day, before the time appointed for the meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the Company's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

CREST members and, where applicable, their CREST sponsor or voting service provider should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

- 15 The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in article 34 of the Companies (Uncertificated Securities) (Jersey) Order 1999.
- 16 Only those members entered on the register of members of the Company as at the close of business UK time on the day two days before the meeting, excluding any day that is not a business day, before the time appointed for the meeting or, in the event that this meeting is adjourned, in the register of members as at close of business UK time on the day two days before the date of any adjourned meeting, shall be entitled to attend and vote at the meeting in respect of the number of ordinary shares registered in their names at that time. Changes to the entries on the register of members after the time which is 48 hours, excluding any day that is not a business day, before the time appointed for the meeting or, in the event that this meeting is adjourned, in the register of members after the close of business UK time on the day two days

before the date of the adjourned meeting, shall be disregarded in determining the rights of any person to attend or vote at the meeting.

- 17 Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same share.
- 18 Any member attending the meeting has the right to ask questions. The Company has to answer any questions raised by members at the meeting which relate to the business being dealt with at the meeting unless: a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential or 'inside' information; b) the answer has already been given on a website in the form of an answer to a question, or; c) it is undesirable in the interests of the Company or the good order of the meeting to answer the question.