

THIS CIRCULAR TO SHAREHOLDERS OF EDEN INC. BERHAD IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

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EDEN INC. BERHAD
(Registration No.: 197701005144 (36216-V))
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PART A

- (I) **PROPOSED DEBT SETTLEMENT OF RM45,648,878 DUE FROM ZIL ENTERPRISE SDN BHD (“ZIL”) TO STRATAVEST SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF EDEN INC. BERHAD (“EDEN”) (“DEBT”) BY WAY OF THE TRANSFER OF A PIECE OF LEASEHOLD LAND OF 99 YEARS EXPIRING ON 28 OCTOBER 2096 HELD UNDER TITLE PN 21370, LOT 8909 IN THE MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN, STATE OF PAHANG MEASURING APPROXIMATELY 2,400,299 SQUARE FEET IN AREA (“LAND”) BY ZIL TO VISTA LEGACY SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF EDEN, FOR THE DEBT**
- (II) **PROPOSED ISSUANCE OF UP TO 252,677,976 FREE WARRANTS C IN EDEN (“WARRANTS C”) ON THE BASIS OF 1 WARRANT C FOR EVERY 2 EXISTING ORDINARY SHARES IN EDEN HELD BY THE ENTITLED SHAREHOLDERS OF EDEN WHOSE NAMES APPEAR IN THE RECORD OF DEPOSITORS OF EDEN ON AN ENTITLEMENT DATE TO BE DETERMINED LATER**
- (III) **PROPOSED ESTABLISHMENT OF AN EMPLOYEES’ SHARE OPTION SCHEME (“ESOS”) OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES IN EDEN (EXCLUDING TREASURY SHARES, IF ANY) AT ANY POINT IN TIME OVER THE DURATION OF ESOS**

PART B

INDEPENDENT ADVICE LETTER TO THE NON-INTERESTED SHAREHOLDERS OF EDEN IN RELATION TO THE PROPOSED DEBT SETTLEMENT

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser for Part A



Hong Leong Investment Bank Berhad
(Registration No. 197001000928 (10209-W))

(A Participating Organisation of Bursa Malaysia Securities Berhad)
(A Trading Participant of Bursa Malaysia Derivatives Berhad)

Independent Adviser for Part B



UOB Kay Hian Securities (M) Sdn Bhd
(Registration No. 199001003423 (194990-K))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

Our extraordinary general meeting (“EGM”) will be conducted on a virtual basis vide the online meeting platform hosted on Securities Services e-Portal at <https://sshsb.net.my/> at the broadcast venue, which is the main venue of our forthcoming EGM, at the Meeting Room, Securities Services (Holdings) Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan on Friday, 24 January 2025 at 10.00 a.m., or at any adjournment thereof. Please follow the procedures provided in the Administrative Guide of our forthcoming EGM in order to register, participate and vote remotely via Securities Services e-Portal. The Notice of the EGM, together with the Form of Proxy and Administrative Guide for our forthcoming EGM are enclosed in this Circular.

A member entitled to attend, participate, speak and vote at our forthcoming EGM is entitled to appoint more than 1 proxy to attend, participate, speak and vote on his/her behalf. In such event, the completed and signed Form of Proxy should be deposited at SS E Solutions Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, not less than 48 hours before the time stipulated for holding our forthcoming EGM or at any adjournment thereof. Alternatively, the proxy appointment may also be submitted electronically via Securities Services e-Portal at <http://sshsb.net.my/>. The depositing of the Form of Proxy will not preclude you from attending and voting in person at our forthcoming EGM should you wish to do so.

Last day, date and time for lodging the Form of Proxy : Wednesday, 22 January 2025 at 10.00 a.m.
Date and time of our forthcoming EGM : Friday, 24 January 2025 at 10.00 a.m.

This Circular is dated 9 January 2025

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:

2003 Acquisitions	: Collectively, the following: (i) acquisition by our Company from Serata Padu of the entire equity interest of Stratavest for a purchase consideration of RM123,329,152 which was satisfied by the issuance of 123,329,152 new ordinary shares in our Company; and (ii) acquisition by our Company from Zil of approximately 540.7 acres of industrial land comprising of four (4) land titles under H.S.(D) 16508 P.T. No. 6433, H.S.(D) 16509 P.T. No. 6434, H.S.(D) 16512 P.T. No. 6437 and H.S.(D) 16513 P.T. No. 6438 located in Gebeng, Mukim Sungai Karang, Kuantan, Pahang for a purchase consideration of RM76,000,000 which was satisfied by the issuance of RM76,000,000 nominal value of 2.5% 2001/2006 irredeemable convertible unsecured loan stock in our Company, which were completed on 25 August 2003
Act	: Companies Act 2016
Amir	: Amir Bin Mahmood
Amount due from Serve Vest	: Amount owing by Serve Vest to Stratavest of approximately RM11.3 million
Amount due from Zil	: Amount owing by Zil to Stratavest of approximately RM10.9 million
Assumed Exercise Price of Warrants	: The Warrants C are assumed to be exercised at an indicative exercise price of RM0.16 per Warrant C, which represents a premium of approximately 6.7% to the last trading price of the Shares immediately prior to the LPD of RM0.1500 per Share
Board	: Board of Directors of our Company
Bursa Securities	: Bursa Malaysia Securities Berhad
By-Laws	: The rules, terms and conditions governing the Proposed ESOS as may be amended, modified and/or supplemented from time to time, the draft of which is set out in Appendix III of this Circular
Circular	: This circular to our shareholders in relation to the Proposals
Completion Date	: The date when the transfer document in relation to the Land has been presented at the land registry for registration of the Land in accordance with the DSA
Datin Nadia	: Datin Fara Nadia Binti Abd Rahim
Dato' Mohd Ramli	: Dato' Mohd Ramli Bin Mohamad
Debt	: A sum of RM45,648,878 due from Zil to Stratavest
Deed Poll C	: The deed poll to be executed by our Company constituting the Warrants C (to be issued pursuant to the Proposed Free Warrants), as may be supplemented from time to time

DEFINITIONS (Cont'd)

Director(s)	: The director(s) of our Company and shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007
DSA	: Debt settlement agreement dated 24 April 2024 entered into between Stratavest, Zil and Vista for the Proposed Debt Settlement
ECRL	: East Coast Rail Link
Eden or our Company	: Eden Inc. Berhad
Eden Group or our Group	: Collectively, Eden and its subsidiaries
Eden Shares or Shares	: Ordinary shares in our Company
EGM	: Extraordinary general meeting of Eden
Eligible Persons	: Eligible Directors (excluding non-executive Directors) and employees of our Group (excluding dormant subsidiaries, if any), as the case may be, who meet the eligibility criteria for participation in the Proposed ESOS as set out in the By-Laws
Entitled Shareholders	: The shareholders whose names appear in the Record of Depositors of our Company on the Entitlement Date
Entitlement Date	: An entitlement date to be determined and announced later by our Board, on which the names of shareholders of our Company must be entered in the Record of Depositors of our Company as at 5.00 p.m. in order to participate in the Proposed Free Warrants
EPS	: Earnings per Share
ESOS or Scheme	: Employees' share option scheme
ESOS Committee	: The committee consisting of Directors and/or other persons as shall be appointed and duly authorised by our Board, to implement and administer the ESOS in accordance with the provisions of the By-Laws
ESOS Options	: The options to be granted to the Eligible Persons which may be exercised to subscribe for new Shares during the ESOS Option Period at the Exercise Price of ESOS Options
ESOS Option Period	: The duration in which an ESOS Option may be exercised as may be specified in the offer
ESOS Period	: The duration of the ESOS in accordance with the provisions of the By-Laws
Exchange Value	: The value in which the Land is being exchanged for, being an amount equal to the Debt
Exercise Price of ESOS Options	: The price at which the Eligible Persons is required to pay for each new Share pursuant to the exercise of an ESOS Option
Existing Caveat	: A private caveat lodged by Stratavest on 26 October 2023 vide presentation No.:3876/2023 on the Land
FYE(s)	: Financial year(s) ended
HLIB or the Principal Adviser	: Hong Leong Investment Bank Berhad

DEFINITIONS (Cont'd)

Independent Advice Letter	:	Independent advice letter from UOBKH to our non-interested shareholders in relation to the Proposed Debt Settlement, as set out in Part B of this Circular
Interested Directors	:	Collectively, Tan Sri Abd Rahim, Puan Sri Fadzilah and Datin Nadia
km	:	kilometers
Land	:	A piece of leasehold land of 99 years expiring on 28 October 2096 held under title PN 21370, Lot 8909 in the Mukim of Sungai Karang, District of Kuantan, State of Pahang measuring approximately 2,400,299 square feet in area
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
LPD	:	23 December 2024, being the latest practicable date prior to the printing of this Circular
Maximum Scenario	:	Assuming all the 252,677,976 outstanding Warrants C are exercised during the duration of the Proposed ESOS
Minimum Scenario	:	Assuming none of the 252,677,976 outstanding Warrants C are exercised during the duration of the Proposed ESOS
NA	:	Net assets
Noordini	:	Noordini Binti Mohd Ariff
Official List	:	A list specifying all securities listed on the Main Market of Bursa Securities
PAT	:	Profit after tax
Parties	:	Collectively, Stratavest, Vista and Zil
Placement Share(s)	:	The new ordinary shares in our Company issued pursuant to the Private Placement
Private Placement	:	Private placement of 45,941,400 Placement Shares, representing approximately 10.0% of the total number of issued shares in our Company to certain identified third party investors, which was completed on 8 April 2024
Proposals	:	Collectively, the Proposed Debt Settlement, Proposed Free Warrants and Proposed ESOS
Proposed Debt Settlement	:	Proposed debt settlement of the Debt due from Zil to Stratavest by way of the transfer of the Land by Zil to Vista for the Exchange Value
Proposed ESOS	:	Proposed establishment of an ESOS of up to 15.0% of the total number of issued Shares in our Company (excluding treasury shares, if any) at any point in time over the duration of ESOS
Proposed Free Warrants	:	Proposed free warrants issue of up to 252,677,976 free Warrants C in our Company on the basis of 1 Warrant C for every 2 existing Shares held by the Entitled Shareholders
Puan Sri Fadzilah	:	Puan Sri Fadzilah Binti Md Ariff
RE	:	Renewable energy

DEFINITIONS (Cont'd)

Serata Padu	:	Serata Padu Sdn Bhd, one of the shareholders of our Company
Serve Vest	:	Serve Vest (M) Sdn Bhd, a 52.0%-owned subsidiary of Zil
Stratavest	:	Stratavest Sdn Bhd, a wholly-owned subsidiary of our Company
Supplemental DSA	:	Supplemental agreement to the DSA dated 21 October 2024 entered into between Stratavest, Zil and Vista to vary certain terms set out in the DSA
Tan Sri Abd Rahim	:	Tan Sri Abd Rahim Bin Mohamad
UOBKH or the Independent Adviser	:	UOB Kay Hian Securities (M) Sdn Bhd
Valuer	:	Laurelcap Sdn Bhd, the independent registered valuer for the Land
Vista	:	Vista Legacy Sdn Bhd, a wholly-owned subsidiary of our Company
VWAP	:	Volume weighted average market price
Warrant(s) C	:	Warrants in our Company to be issued pursuant to the Proposed Free Warrants
Zil	:	Zil Enterprise Sdn Bhd

CURRENCY

RM and sen : Ringgit Malaysia and sen respectively

References to “**we**”, “**us**”, “**our**” and “**ourselves**” are to our Company, and where the context requires, shall include our subsidiaries. References to “**you**” in this Circular are to our shareholders.

Words denoting the singular shall, where applicable, include the plural and *vice versa* and words denoting the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall include corporations, unless otherwise specified.

All references to an enactment in this Circular are references to that enactment as for the time being amended or re-enacted. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise specified. Certain amounts and percentage figures included herein have been subject to rounding adjustments.

This Circular includes forward-looking statements which are subject to uncertainties and contingencies. All statements other than statements of historical facts included in this Circular, including, without limitation, those regarding our prospects are forward-looking statements. There is no assurance that such forward-looking statements will materialise, be fulfilled or achieved.

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NOTICE OF EGM**ENCLOSED****FORM OF PROXY****ENCLOSED**

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PART A

LETTER TO OUR SHAREHOLDERS IN RELATION TO THE PROPOSALS

EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY REPRESENTS A SUMMARY OF THE PERTINENT INFORMATION ON THE PROPOSALS AS SET OUT IN THIS CIRCULAR. YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR, INCLUDING THE APPENDICES, AND NOT RELY SOLELY ON THIS EXECUTIVE SUMMARY IN FORMING A DECISION ON THE PROPOSALS BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSALS TO BE TABLED AT OUR FORTHCOMING EGM.

Summary	Reference in this Circular
Summary of the	Section 2.1 of
Proposals	Part A

Proposed Debt Settlement

Our Company had on 24 April 2024 entered into the DSA (as varied by the Supplemental DSA) to settle the Debt by way of the transfer of the Land from Zil to Vista, pursuant to the terms and conditions contained in the DSA (as varied by the Supplemental DSA).

A summary of the amount due from Zil and Serve Vest and the repayment by Zil and/or Serve Vest is as follows:

	<u>(RM'000)</u>
Principal amount due from Zil and Serve Vest	22,227
Add: Interest charge throughout the financial years	47,702
Less: Repayment by Zil and/or Serve Vest throughout the financial years	(24,280)
Balance of the Debt	<u>45,649</u>

The Valuer had ascribed a market value of RM50,500,000 to the Land on 6 March 2024. The Valuer had thereafter carried out an update valuation on the Land on 26 September 2024, whereby the Valuer had ascribed an update market value of RM51,400,000 to the Land vide its update valuation certificate dated 21 October 2024.

The transfer of the Land at approximately RM45.6 million, represents an implied discount of approximately 11.3% or approximately RM5.8 million from the market value of the Land of RM51.4 million ascribed by the Valuer as at 26 September 2024.

Proposed Free Warrants

**Section 2.2 of
Part A**

The Proposed Free Warrants entails the issuance of up to 252,677,976 Warrants C on the basis of 1 Warrant C for every 2 existing Shares held by the Entitled Shareholders on an Entitlement Date.

Fractional entitlements arising from the Proposed Free Warrants, if any, will be disregarded and shall be dealt with by our Board in such manner at its absolute discretion as it may deem fit and expedient in order to minimise the incidence of odd lots and in the best interest of our Company.

The Entitlement Date will be determined and announced at a later date by our Board upon receipt of all relevant approvals. The Proposed Free Warrants will be implemented in a single tranche and is not intended to be implemented in stages over a period of time.

EXECUTIVE SUMMARY (Cont'd)

Summary	Reference in this Circular
Summary of the Proposals (Cont'd) The Warrants C shall have a tenure of 3 years at an exercise price to be determined later. The Warrants C will be issued in registered form and constituted by the provisions of the Deed Poll C to be executed by our Company. The Warrants C will be issued at no cost to the Entitled Shareholders. The exercise price of the Warrants C will be determined and fixed by our Board at a later date after obtaining all relevant approvals but prior to the Entitlement Date. In any event, the exercise price of the Warrants C shall be priced at a maximum premium of up to 30.0% to the last trading price immediately preceding the price-fixing date.	
Proposed ESOS The Proposed ESOS involves the granting of options to the Eligible Persons to subscribe for new Eden Shares at the Exercise Price of ESOS Options during the ESOS Option Period in the manner set out in the By-Laws. The Proposed ESOS will be implemented and administered by an ESOS Committee, comprising members who shall be duly appointed and authorised by our Board, from time to time in accordance with the By-Laws. The ESOS Committee shall have the absolute discretion in administering the Scheme as it deems fit, in accordance with the provisions set out in the By-Laws. At this juncture, the members of the ESOS Committee have yet to be decided by our Board. The maximum number of new Eden Shares which may be issued and allotted pursuant to the Proposed ESOS shall not in aggregate exceed 15.0% of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the ESOS Period. Subject to the By-Laws and any adjustment which may be made under the By-Laws, the maximum number of new Eden Shares that may be offered to an Eligible Person under the Scheme (“Offer”) shall be determined at the sole and absolute discretion of the ESOS Committee after taking into consideration, among other factors and where relevant, the position, job performance, job grade, seniority, length of service and/or such other factors as the ESOS Committee deems fit. Subject to the By-Laws, the Proposed ESOS shall take effect on the Effective Date and shall be in force for a period of 5 years from the Effective Date and may be extended or renewed (as the case may be) for a further period of 5 years provided that the tenure of the ESOS shall not in aggregate exceed 10 years from the Effective Date. Subject to the By-Laws, the Exercise Price of ESOS Options is to be determined by our Board upon recommendation of the ESOS Committee, shall be fixed based on a discount of not more than 10% of the 5-day VWAP of the Shares as traded on the Main Market of Bursa Securities immediately preceding the Offer Date.	Section 2.3 of Part A

EXECUTIVE SUMMARY (Cont'd)

Summary	Reference in this Circular
Rationale and justifications for the Proposals	Section 5.1 of Part A
Proposed Debt Settlement	
The Proposed Debt Settlement is essential to assist our Group to recover the Debt which amounts to RM45,648,878 by way of transfer of the Land to Vista, our wholly-owned subsidiary, for the value of the Debt.	
<u><i>Streamlines the operations of our Group according to business segments</i></u>	
Notwithstanding that the Debt is owed by Zil to Stratavest, our Group has entered into the DSA (as varied by the Supplemental DSA) to settle the Debt via transfer of the Land to Vista.	
Stratavest is a special purpose company owning and operating a diesel-fired power plant as an independent power producer (“IPP”) in Sandakan, Sabah, while the Land being transferred is located in Gebeng, Pahang. Stratavest’s current power plant operations and staff are based in Sabah, and it is also bidding for more power generation projects in the state.	
Our Company considers the Land transfer to Vista to be an internal rationalisation exercise as Vista, our wholly-owned subsidiary, is intended to be an investment property holding company.	
<u><i>Geographical differences</i></u>	
Stratavest’s operations and staff are located in Sandakan, Sabah, whereas the Land is located in Gebeng, Pahang. Given the geographical differences, it would be more cost efficient for another member of our Group to hold the Land separately from Stratavest.	
<u><i>Recoverability of the Debt as a key audit matter</i></u>	
The Independent Auditor’s Report to the members of Eden dated 29 October 2024 had highlighted the recoverability of the Debt as a key audit matter, as the Debt has been long outstanding since prior years and the recoverability of the Debt is dependent on the successful completion of the Proposed Debt Settlement.	
<u><i>Strengthens our overall financial position</i></u>	
The interest-bearing principal amount of the Debt was fully repaid by Zil and our Group had ceased to charge the compounded interest of 7.0% per annum on the Debt.	
By recovering the Debt through the transfer of the Land, our Group will strengthen its overall financial position as the total non-current assets of Eden is expected to increase from approximately RM326.5 million as at 30 June 2024 to approximately RM372.1 million.	
The Proposed Debt Settlement is also expected to increase our Group’s existing land bank from approximately 361.5 acres to approximately 416.6 acres after the transfer of the Land from Zil.	
Barring any unforeseen circumstances and premised on the above, our Board (save for the Interested Directors) believes that the Proposed Debt Settlement is the most appropriate avenue to assist our Group in recovering the outstanding Debt.	

EXECUTIVE SUMMARY (Cont'd)

Summary	Reference in this Circular
Rationale and justifications for the Proposals (Cont'd)	Section 5.2 of Part A
Proposed Free Warrants	
After due consideration, our Board is of the view that the Proposed Free Warrants is the most appropriate avenue of rewarding the existing shareholders of Eden after taking into consideration, among others, the following factors:	
(i) the Proposed Free Warrants will enable existing shareholders of Eden to participate in convertible securities of Eden without incurring any cost; (ii) the issuance of Warrants C will provide the existing shareholders with an opportunity to further increase their equity participation in our Company; (iii) allow existing shareholders to further participate in the future growth of our Company; and (iv) to strengthen its financial position.	
Proposed ESOS	Section 5.3 of Part A
The Proposed ESOS is established to achieve the following objectives:	
(a) to recognise, reward, incentivise and retain the Eligible Persons who have contributed to the growth, performance and profitability of Eden; (b) to align the interests of the Eligible Persons with the interests of the shareholders; (c) to retain high-calibre Eligible Persons as well as to attract prospective skilled and experienced personnel to Eden; and (d) to reward the Eligible Persons by allowing them to participate in capital gains arising from the appreciation of the market price of Eden Shares.	
Approvals required	Section 11 of Part A
The Proposals are subject to the following being obtained:	
(i) approval from Bursa Securities for the following: (a) admission of up to 252,677,976 Warrants C to the Official List of Bursa Securities; (b) listing of and quotation for up to 252,677,976 Warrants C and up to 252,677,976 new Eden Shares to be issued arising from the exercise of the Warrants C on the Main Market of Bursa Securities; and (c) listing of and quotation for such number of new Eden Shares, representing up to 15% of the total number of issued Shares at any point in time during the ESOS Period to be issued arising from the exercise of the ESOS Options on the Main Market of Bursa Securities,	

EXECUTIVE SUMMARY (Cont'd)

Summary	Reference in this Circular
Approvals required (Cont'd)	(ii) approval from the shareholders of our Company, for the Proposals at our forthcoming EGM; and (iii) consent from Pejabat Pengarah Tanah dan Galian Pahang for the transfer of the Land, which was obtained vide its letter dated 26 July 2024; and (iv) if required, approval by our Company's financier.
Interests of directors, major shareholders, chief executive and/or persons connected with them	Proposed Debt Settlement The following Interested Directors of our Company have interests, direct and/or indirect, in the Proposed Debt Settlement: (i) Tan Sri Abd Rahim, our Executive Chairman, is a common major shareholder and also a director of both Eden and Zil; (ii) Puan Sri Fadzilah, our Executive Director, Group Special Projects, is also the director of Zil and a person connected to Tan Sri Abd Rahim; and (iii) Datin Nadia, our Group Managing Director, is also the director of Zil and a person connected to Tan Sri Abd Rahim. Further, Zil being the major shareholder of our Company is deemed interested in the Proposed Debt Settlement by virtue of Zil being a party to the DSA. Accordingly, the Interested Directors have abstained and will continue to abstain from all deliberations and voting at the meetings of our Board in relation to the Proposed Debt Settlement. The Interested Directors and Zil will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolution pertaining to the Proposed Debt Settlement to be tabled at our forthcoming EGM. In addition, the Interested Directors and Zil shall ensure that persons connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolution pertaining to the Proposed Debt Settlement to be tabled at our forthcoming EGM.
	Proposed Free Warrants None of the Directors and/or major shareholders, chief executive and/or persons connected with them has any interest, direct and indirect, in Proposed Free Warrants other than their respective entitlements under the Proposed Free Warrants as shareholders of our Company, to which all Entitled Shareholders are similarly entitled to.
	Proposed ESOS All the executive Directors of our Company are eligible to participate in the Proposed ESOS, and are therefore deemed interested in the Proposed ESOS to the extent of their respective proposed allocations, if any, as well as the proposed allocations to persons connected with them, if any, under the Proposed ESOS.

EXECUTIVE SUMMARY (Cont'd)

Summary		Reference in this Circular
Interests of directors, major shareholders, chief executive and/or persons connected with them (Cont'd)	As our Board is desirous to allocate the ESOS Options to the executive Directors of our Company, each of the executive Directors will abstain from all Board deliberations and voting in respect of allocation of ESOS Options to themselves as well as the allocations to any persons connected with them. The executive Directors of our Company shall abstain from voting in respect of any of their direct and/ or indirect shareholdings in our Company, on the resolutions to be tabled for the Proposed ESOS and any of their respective proposed allocation of ESOS Options as well as to any proposed allocation of ESOS Options to the persons connected with them (if any) at our forthcoming EGM. Further, the executive Directors of our Company will undertake to ensure that any persons connected with them, will abstain from voting in respect of any of their direct and/or indirect shareholdings in our Company on the ordinary resolutions pertaining to the Proposed ESOS and their respective proposed allocation of ESOS Options and proposed allocation of ESOS Options to the persons connected with them (if any) to be tabled at our forthcoming EGM. Save for Tan Sri Abd Rahim, Datin Nadia, Puan Sri Fadzilah, Dato' Nik Mohd Fuad Bin Wan Abdullah, Dato' Mohd Ramli, Noordini and Amir, none of our Directors, major shareholders, chief executive of Eden and/or persons connected to them, if any, has any interest, direct and/or indirect, in the Proposed ESOS	
Audit and Risk Committee's Recommendation	The Audit and Risk Committee, after having considered the evaluation of UOBKH on the fairness and reasonableness of the Proposed Debt Settlement and the relevant aspects of the Proposed Debt Settlement, including but not limited to the: (i) salient terms of the DSA and Supplemental DSA; (ii) basis and justification of the Exchange Value; and (iii) rationale and effects of the Proposed Debt Settlement, is of the opinion that the Proposed Debt Settlement is in the best interest of Eden, is fair, reasonable and on normal commercial terms and is not detrimental to the interest of the non-interested shareholders of Eden.	Section 17 of Part A
Directors' statement and recommendation	Our Board (save for the Interested Directors), having considered all aspects of the Proposals, including but not limited to the rationale and effects of the Proposals, salient terms of the DSA and Supplemental DSA, basis and justification of the Exchange Value and evaluation of UOBKH for the Proposed Debt Settlement, is of the opinion that the Proposals are in the best interests of our Company. Accordingly, our Board (save for the Interested Directors) recommends that you vote in favour of the resolution pertaining to the Proposals at our forthcoming EGM.	Section 18 of Part A

EXECUTIVE SUMMARY (Cont'd)

Summary	Reference in this Circular
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**Directors'
statement and
recommendation
(Cont'd)**

In view that the Interested Directors and/or the individual Directors on our Board are deemed interested in the Proposed Debt Settlement and the Proposed ESOS to the extent of their respective allocations, as well as the allocations to persons connected with them (if any) under the Proposed ESOS, respectively, they abstain from forming an opinion and making any recommendation on the resolutions in relation to the Proposed Debt Settlement and Proposed ESOS to be tabled at our forthcoming EGM.

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EDEN INC. BERHAD
(Registration No.: 197701005144 (36216-V))
(Incorporated in Malaysia)

Registered Office
Level 7, Menara Milenium
Jalan Damanlela
Pusat Bandar Damansara
Damansara Heights
50490 Kuala Lumpur
Wilayah Persekutuan

9 January 2025

Board of Directors:

Tan Sri Abd Rahim Bin Mohamad (*Executive Chairman*)
Datin Fara Nadia Binti Abd Rahim (*Group Managing Director*)
Puan Sri Fadzilah Binti Md Ariff (*Executive Director, Group Special Projects*)
Dato' Nik Mohd Fuad Bin Wan Abdullah (*Executive Director, Group Corporate Affairs*)
Dato' Naharudin Bin Ali (*Independent Non-Executive Director*)
Cheong Kee Yoong (*Independent Non-Executive Director*)

To: Our shareholders

Dear Sir / Madam,

- (I) PROPOSED DEBT SETTLEMENT**
- (II) PROPOSED FREE WARRANTS**
- (III) PROPOSED ESOS**

1. INTRODUCTION

On 24 April 2024, HLIB had, on behalf of our Board, announced that the Parties had, on even date, entered into the DSA for the Proposed Debt Settlement. Additionally, our Company also proposes to undertake the Proposed Free Warrants and the Proposed ESOS.

On 24 June 2024, HLIB had, on behalf of our Board, announced that our Company had, on even date submitted an extension of time application to submit the listing application and draft circular in relation to the Proposals to Bursa Securities.

On 27 June 2024, HLIB had, on behalf of our Board, announced that Bursa Securities had, vide its letter on even date, resolved to grant our Company an extension of time until 24 July 2024 to submit the listing application and draft circular in relation to the Proposals to Bursa Securities.

On 16 July 2024, HLIB had, on behalf of our Board, announced that HLIB had submitted the additional listing application in relation to the Proposed Free Warrants and Proposed ESOS on even date ("**Initial Additional Listing Application**").

On 21 October 2024, HLIB had, on behalf of our Board, announced that the Parties had entered into the Supplemental DSA on even date. The variations set out in the Supplemental DSA are in relation to the following:

- (i) our Company, on behalf of Stratavest and Vista, renegotiated with Zil to vary the terms of the Proposed Debt Settlement and the Parties have agreed that the Proposed Debt Settlement shall only comprise the transfer of the Land, without any cash payment. As such, the transfer of the Land is to be completed at a value of RM45,648,878, which represents the Debt; and
- (ii) the Parties agreed to extend the timeframe to satisfy the conditions precedent set out therein from 6 months commencing from the date of the DSA to 12 months commencing from the date of the DSA and/or such further period as may be agreed upon in writing between the Parties,

and the corresponding clauses to the DSA in relation to the above.

On 28 November 2024, HLIB had, on behalf of our Board, announced that an additional listing application in relation to the Proposed Free Warrants and Proposed ESOS had been submitted on even date. The application withdrawing the Initial Additional Listing Application had been submitted on 21 October 2024, which had been noted by Bursa Securities on 24 October 2024.

On 23 December 2024, on behalf of our Board, HLIB announced that Bursa Securities had, vide its letter dated 20 December 2024, resolved to approve the following:

- (i) admission of up to 252,677,976 Warrants C to the Official List of Bursa Securities;
- (ii) listing of and quotation for the following:
 - (a) up to 252,677,976 Warrants C;
 - (b) up to 252,677,976 new Eden Shares to be issued arising from the exercise of the Warrants C on the Main Market of Bursa Securities; and
 - (c) such number of new Eden Shares, representing up to 15% of the total number of issued Shares at any point in time during the ESOS Period to be issued arising from the exercise of the ESOS Options on the Main Market of Bursa Securities,

subject to the conditions as set out in **Section 11 of Part A** of this Circular.

By virtue of the interests of the Interested Directors and Zil as set out in **Section 12.1 of Part A** of this Circular, the Proposed Debt Settlement is deemed a related party transaction pursuant to Paragraph 10.08 of the Listing Requirements. Pursuant thereto, our Board (save for the Interested Directors) has appointed UOBKH on 23 April 2024 to act as the Independent Adviser to the non-interested directors and non-interested shareholders of Eden to comment as to whether the Proposed Debt Settlement is fair and reasonable in so far as the non-interested directors and non-interested shareholders of our Company are concerned, and whether the Proposed Debt Settlement is to the detriment of the non-interested shareholders of Eden. The Independent Advice Letter is set out in **Part B** of this Circular.

THE PURPOSE OF PART A OF THIS CIRCULAR TOGETHER WITH THE APPENDICES IS TO PROVIDE YOU WITH THE DETAILS ON THE PROPOSALS, TO SET OUT OUR BOARD'S OPINION AND RECOMMENDATION IN RELATION TO THE PROPOSALS AND TO SEEK YOUR APPROVAL FOR THE RESOLUTION PERTAINING TO THE PROPOSALS TO BE TABLED AT OUR FORTHCOMING EGM. THE NOTICE OF EGM AND THE FORM OF PROXY ARE ENCLOSED TOGETHER WITH THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF PART A OF THIS CIRCULAR INCLUDING THE INDEPENDENT ADVICE LETTER (AS SET OUT IN PART B OF THIS CIRCULAR) TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSALS TO BE TABLED AT OUR FORTHCOMING EGM.

2. DETAILS OF THE PROPOSALS

2.1 Details on the Proposed Debt Settlement

Our Company had on 24 April 2024 entered into the DSA (as varied by the Supplemental DSA) to settle the Debt by way of the transfer of the Land from Zil to Vista, pursuant to the terms and conditions contained in the DSA (as varied by the Supplemental DSA).

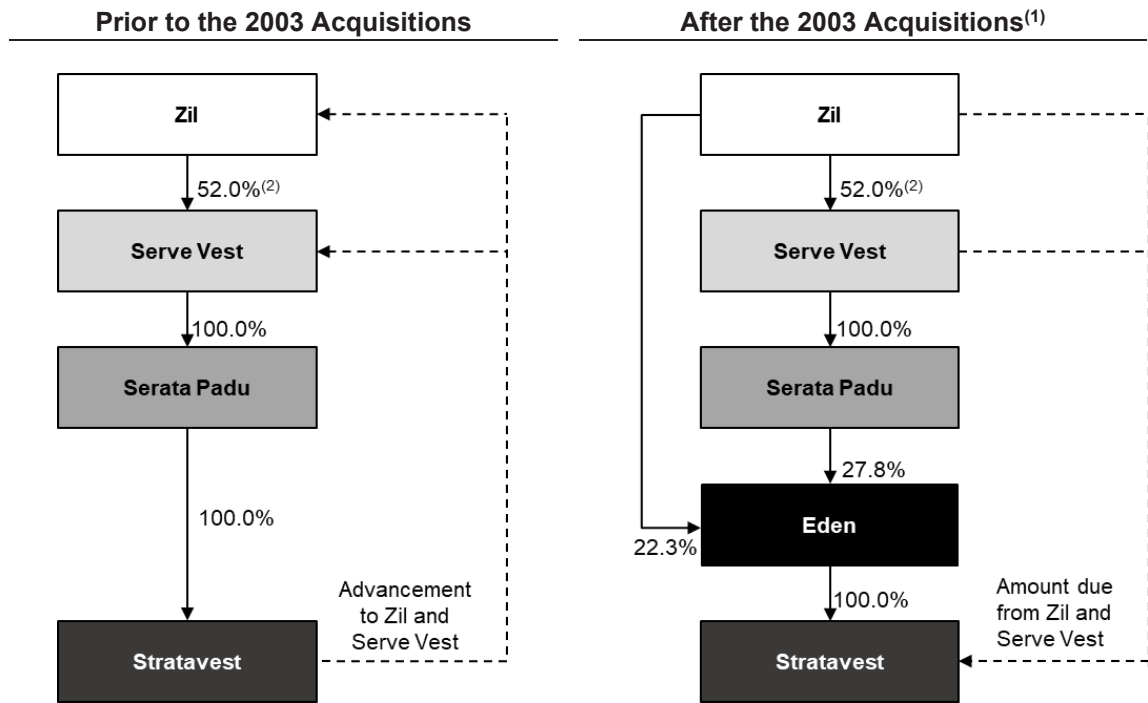
The salient terms and conditions of the DSA and the Supplemental DSA are set out in **Appendix I** of this Circular.

2.1.1 Background of the Debt

Prior to the 2003 Acquisitions, Stratavest had advanced a series of payments to Zil and Serve Vest amounting to approximately RM10.9 million and approximately RM11.3 million respectively. The advances were for working capital purposes.

Thereafter, on 25 August 2003, our Company had completed a corporate exercise which entailed, among others, the 2003 Acquisitions.

The corporate structure before and after the 2003 Acquisitions are as illustrated below:



Notes:

- (1) Shareholdings as at 23 September 2003.
- (2) The balance of 48.0% equity interest in Serve Vest had been acquired by Zil but the legal transfer was pending stamping and registration.

Following the completion of the 2003 Acquisitions, our Group had consolidated, among others, the Amount due from Zil and the Amount due from Serve Vest, which comprised principal advances from Stratavest amounting to approximately RM22.2 million with no fixed repayment term or period. The Amount due from Zil and the Amount due from Serve Vest had been subject to interest charges throughout the FYEs 31 December 2002 to 2018, a summary of which is as follows:

FYE⁽¹⁾	Amount owing as at the beginning of the relevant ⁽¹⁾financial year (A)	Repayment of principal amount (B)	⁽¹⁾Interest charge (C)	Repayment of interest charge (D)	Amount owing as at the end of the relevant ⁽¹⁾financial year (A) - (B) + (C) - (D)
	(RM'000)	(RM'000)	(RM'000)	(RM'000)	(RM'000)
2002 - 2006	22,227	-	9,015	-	31,242
2007 - 2015	31,242	-	27,311	-	58,553
2015 - 2018	58,553	(22,227)	11,376	(1,207)	46,495
2018 - 2024	46,495	-	-	(846)	45,649
Total		(22,227)	47,702	(2,053)	

Note:

- (1) 30 June or 31 December, as the case may be. Beginning FYE 2020, our Company had changed its financial year from 31 December to 30 June.

Further details on the Debt are as set out below.

For the respective FYEs 31 December 2002 to 2006, Stratavest had been charging interest on the Amount due from Zil and Amount due from Serve Vest, amounting to a total of approximately RM9.0 million. The interest charge as extracted from the audited financial statements of Stratavest for the FYEs 31 December 2002 to 2006 are as follows:

FYE 31 December	Principal amount (A)	⁽¹⁾Interest charge (B)	Amount owing as at the end of the respective financial year (A) + (B)
	(RM'000)	(RM'000)	(RM'000)
2002	22,227	346	22,573
2003	22,227	2,881	25,454
2004	22,227	2,659	28,113
2005	22,227	2,061	30,174
2006	22,227	1,068	31,242
Total		9,015	

Note:

- (1) Extracted based on the audited financial statements of Stratavest for respective FYEs 31 December 2002 to 2006.

Commencing 2007, Stratavest had ceased to charge interest on the principal amount of approximately RM22.2 million pursuant to negotiations between Zil, Serve Vest and Stratavest for Zil and Serve Vest to repay the principal amount to Stratavest. As the negotiations had not resulted in any settlement of the principal amount of approximately RM22.2 million, in 2016, Stratavest had (i) re-commenced charging interest at the compounded rate of 7.0% per annum on the Amount due from Zil and the Amount due from Serve Vest; and (ii) charged interest at the same rate on the Amount due from Zil and the Amount due from Serve Vest for the period from 2007 to 2015.

The interest charges on the principal amount of approximately RM22.2 million for the FYEs 31 December 2007 to 2015 which amounted to approximately RM27.3 million are calculated in the following manner:

FYE 31 December	Amount owing at the beginning of the respective financial year (A)	⁽¹⁾Interest charge (B)	Amount owing as at the end of the respective financial year (A) + (B)
	(RM'000)	(RM'000)	(RM'000)
2007	31,242	2,258	33,500
2008	33,500	2,422	35,922
2009	35,922	2,597	38,519
2010	38,519	2,785	41,304
2011	41,304	2,986	44,290
2012	44,290	3,202	47,492
2013	47,492	3,433	50,925
2014	50,925	3,681	54,606
2015	54,606	3,947	58,553
Total		27,311	

Note:

- (1) Calculated at the compounded interest rate of 7.0% per annum.

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In 2016, Zil repaid approximately RM2.9 million, which was accounted for towards the principal amount and the next year, in 2017, Zil and Serve Vest repaid approximately RM9.1 million and approximately RM11.5 million respectively, which was accounted for towards the principal amount of approximately RM19.4 million and interest amount of approximately RM1.2 million, in the following manner:

FYE 31 December	Principal		Interest					Amount owing as at the end of the respective FYE 31 December (C) + (G) (RM'000)
	Principal amount (A) (RM'000)	Principal amount repaid (B) (RM'000)	Remaining principal amount (A) - (B) (C) (RM'000)	(1)Interest charge as at the beginning of the respective financial year (D) (RM'000)	Interest charge repaid during the financial year (E) (RM'000)	(1)Interest charge during the financial year (F) (RM'000)	Interest charge as at the end of the respective FYE 31 December (D) - (E) + (F) (G) (RM'000)	
2016	22,227	(2,850)	19,377	(2)36,326	-	4,191	40,517	59,894
2017	(3)19,377	(19,377)	-	40,517	(1,207)	4,172	43,482	43,482
2018	-	-	-	43,482	-	3,013	46,495	46,495
Total		(22,227)			(1,207)	11,376		

Notes:

- (1) Calculated at the compounded rate of 7.0% per annum.
- (2) Calculated based on the following:

Total interest charge as at the end of FYE 31 December 2015	Interest charge for the FYEs 31 December 2002 to 2006	Interest charge for the FYEs 31 December 2007 to 2015
RM36.3 million	= RM9.0 million	+ RM27.3 million

(3) Calculated based on the following:

Principal amount for the FYE 31 December 2017	=	Principal amount for the FYE 31 December 2016	-	Principal amount repaid in the FYE 31 December 2016
RM19.4 million	=	RM22.2 million	-	RM2.9 million

In April 2017, a deed of assignment was entered into between Stratavest and Zil which assigned the Amount due from Serve Vest together with any interest accrued, to Zil. Consequently, Zil became the sole party liable for the Amount due from Zil and the Amount due from Serve Vest. The amount due from Zil as at the end of the FYE 31 December 2018 is approximately RM46.5 million.

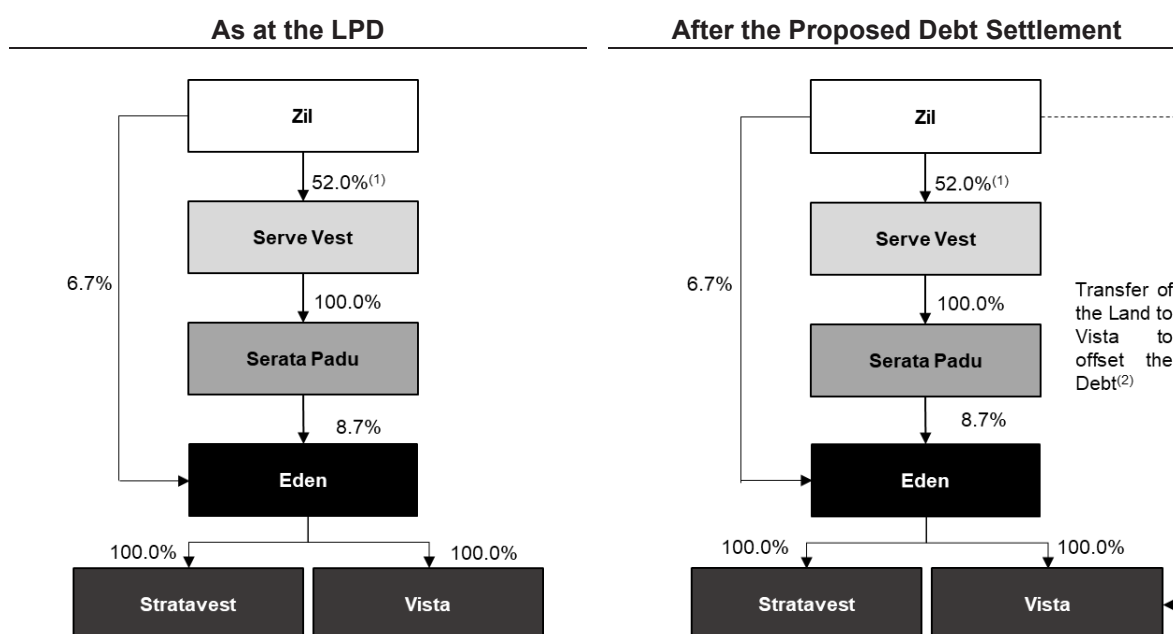
Thereafter, for the FYE 30 June 2023, Zil had managed to pare down a portion of the Debt by approximately RM0.8 million, resulting in the remaining Debt amounting to approximately RM45.6 million, calculated in the following manner:

Balance interest charge as at FYE 30 June 2024/ Debt	=	Balance interest charge as at the end of FYE 31 December 2018	-	Interest charge repaid for the FYE 31 December 2018
RM45.6 million	=	RM46.4 million	-	RM0.8 million

With Zil and Serve Vest having managed to pare down the amount owing to our Group through periodic payments, of both the (i) principal amount of approximately RM22.2 million; and (ii) a portion of the interest charge of approximately RM2.1 million, Zil and our Group had entered into negotiations for our Group to cease charging further interest on the Debt, which our Group had agreed in February 2020.

After taking into consideration the above, as at the LPD, the balance of the Debt owed by Zil, which comprises only of interest charges, is approximately RM45.6 million. As at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration of the impairment of approximately RM4.3 million.

The corporate structure as at the LPD and subsequent to the Proposed Debt Settlement is as follows:



Notes:

- (1) The balance of 48.0% equity interest in Serve Vest has been acquired by Zil but the legal transfer is pending stamping and registration.
- (2) Please refer to **Section 5.1** of this Circular for the rationale regarding the transfer of the Land to Vista.

2.1.2 Information on Zil

Zil is a private limited company incorporated in Malaysia on 2 June 1992 under the Companies Act 1965 and deemed registered under the Act. Zil is an investment holding company and is principally involved in activities of holding company and real estate activities with own or leased property. As at the LPD, Zil has an issued share capital of RM5,000,000 comprising 5,000,000 ordinary shares in Zil.

As at the LPD, the directors and sole shareholder of Zil and their respective shareholdings are as follows:

	<u>Nationality</u>	<u>Direct</u>		<u>Indirect</u>	
		<u>No. of shares ('000)</u>	<u>%</u>	<u>No. of shares ('000)</u>	<u>%</u>
<u>Director and sole shareholder</u>					
Tan Sri Abd Rahim	Malaysian	5,000	100.0	-	-
<u>Director</u>					
Puan Sri Fadzilah	Malaysian	-	-	-	-
Datin Nadia	Malaysian	-	-	-	-
Datin Fara Ikma Binti Abdul Rahim	Malaysian	-	-	-	-
Fara Suria Binti Abd Rahim	Malaysian	-	-	-	-

2.1.3 Information on the Land

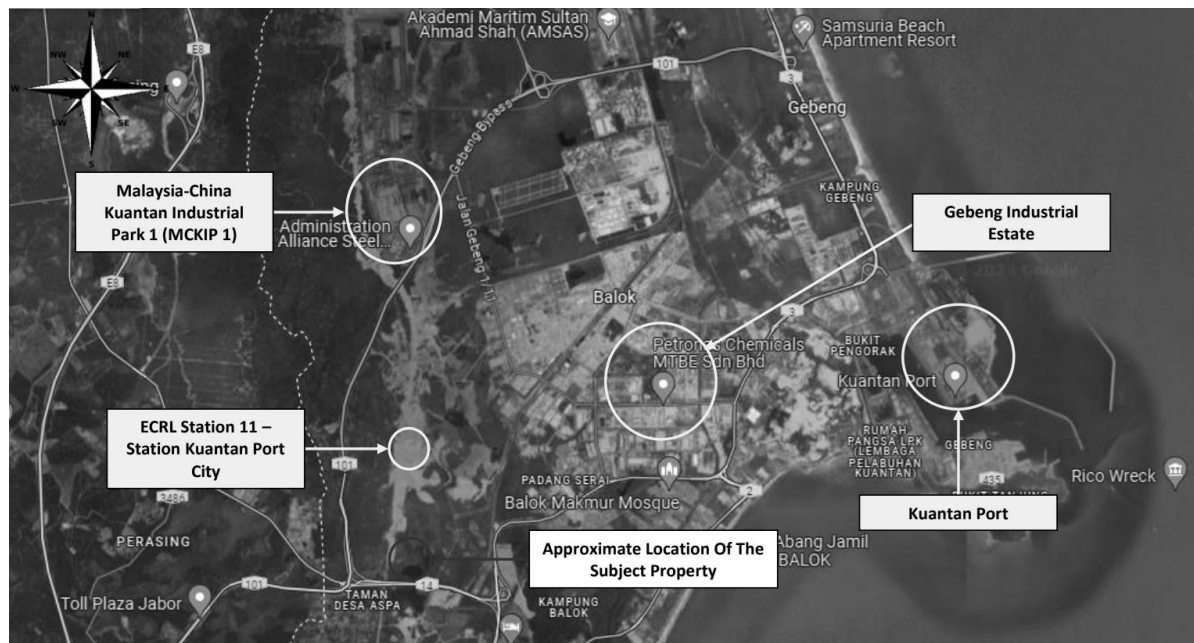
Zil is the registered and beneficial owner of the Land. The Land is a piece of leasehold land with a tenure of 99 years which will be expiring on 28 October 2096 held under title PN 21370, Lot No. 8909 in the Mukim of Sungai Karang, District of Kuantan, State of Pahang measuring approximately 2,400,299 square feet in area.

The terrain of the Land is generally flat throughout the site, and is presently covered with some trees and wild vegetation with the presence of 2 waterbodies on the site, covering an estimated 63% of the Land. The Land is currently not demarcated with any form of fencing as at 26 September 2024, being the date of valuation.

The Land is situated within the locality of Sungai Karang, Kuantan, Pahang Darul Makmur. It is located approximately 20km due north-east of Kuantan City Centre and about 14 km due south-west of Kuantan Port. The Land is easily accessible from Kuantan City Centre via Jalan Beserah, turning off onto Jalan Haji Ahmad, Jalan Industri Semambu 5, Jalan Semambu, Jalan Bypass Kuantan, thence onto Gebeng Bypass and finally turn onto Route 3 for about 7 km. The Land is sited on the northern side of the aforementioned road.

The Land is currently free from encumbrances.

The location of the Land is as follows:



A summary of the Land's details are as follows:

Title No.	: PN 21370
Lot No.	: Lot 8909
Land Area	: 2,400,299 square feet
Tempat	: Sungai Karang
Mukim/Pekan/Bandar	: Mukim Sungai Karang
District	: Kuantan
State	: Pahang Darul Makmur
Tenure	: Leasehold for a term of 99 years expiring on 28 October 2096, with an unexpired term of approximately 72 years as at the date of valuation
Category of Land Use	: Industrial
Existing use	: Vacant
Express Condition	: <i>"Tanah ini hendaklah digunakan untuk Tapak Industri sahaja."</i>
Restriction of Interest	: <i>"Tanah ini tidak boleh dipindahmilik, dipajak, digadai melainkan setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri."</i>
Registered Owner(s)	: Zil
Charge/Encumbrances	: Nil
Endorsements	: Nil
Unaudited net book value as at 30 June 2024	: Approximately RM6.0 million

The Valuer had appraised the market value of the Land as at 26 September 2024 at RM51,400,000 vide its update valuation certificate dated 21 October 2024 using the Comparison Approach of valuation.

The Comparison Approach involves comparing the Land with recently transacted properties of a similar nature or offers for sale of similar properties in the area. Adjustments are then made for differences in location, access, tenure, size, shape, market conditions and other factors in order to arrive at a common basis for comparison.

In view of the following factors set out below, the Valuer is of the opinion that the Comparison Approach is the best and only method appropriate for valuing the Land:

- (i) the availability of recent transactions of industrial properties located in the vicinity which solidifies the price trend;
- (ii) the absence of a development order or any development planning which renders the Income Approach (Investment Method) unsuitable; and
- (iii) the lack of any demand for rental of vacant industrial land in the vicinity of the Land renders the Income Approach (Residual Method) unsuitable.

With regard to the future use of the Land, at this juncture, our Group has not determined its direction with regard to the actual use of the Land. This would depend on the prevailing property market condition in the future, which may include but is not limited to, the surrounding rental yield, prospects of tenancy for the location of the Land as well as the market condition to sell the Land. Therefore, the management of our Group is unable to provide a reasonable estimate of any expected rental or resale value at this material point in time.

2.1.4 Mode of settlement and source of funding

Pursuant to the DSA and the Supplemental DSA, the Debt of approximately RM45.6 million due from Zil to Stratavest shall be fully settled by way of the transfer of the Land from Zil to Vista.

2.1.5 Basis and justification in arriving at the Exchange Value

The Valuer had ascribed a market value of RM50,500,000 to the Land on 6 March 2024. However pursuant to Paragraph 10.04(3)(b) of the Listing Requirements, the date of valuation which forms the basis of the valuation certificate included in the circular is to be not more than 6 months before the date of the circular issued to shareholders. Accordingly, the Valuer had carried out an update valuation on the Land on 26 September 2024, whereby the Valuer had ascribed an update market value of RM51,400,000 to the Land vide its update valuation certificate dated 21 October 2024.

Notwithstanding the update market value ascribed by the Valuer, our Company, on behalf of Stratavest and Vista, had negotiated with Zil to vary the terms of the Proposed Debt Settlement and the Parties have agreed that the Proposed Debt Settlement shall only comprise the transfer of the Land, at the value of the Debt, which is lower than the market value ascribed by the Valuer as at 26 September 2024.

The transfer of the Land at approximately RM45.6 million, represents an implied discount of approximately 11.3% or approximately RM5.8 million from the market value of the Land of RM51.4 million ascribed by the Valuer as at 26 September 2024.

The valuation had been carried out by the Valuer in accordance with the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia and with the necessary professional responsibility and due diligence.

The basis of valuation is the "Market Value" which is defined by the Malaysian Valuation Standards to be "the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

No allowances are made in the Valuer's valuation for any expense of realisation or for taxation which might arise in the event of a disposal, deemed or otherwise. The Valuer has considered the property as if free and clear of all charges, lien and all other encumbrances which may be secured thereon. The Valuer also assumed the property is free of statutory notices and outgoings.

In arriving at the market value of the Land, the Valuer has adopted the comparison approach of valuation as the only method of valuation as the Land has not been issued with any development order and there is no development planning. Further, there is no demand on the rental of a vacant industrial land within the vicinity of the Land. Hence, the investment method of valuation is not applicable for the purpose of valuing the Land. The Comparison Approach entails analysing recent transactions of similar properties within the locality of the Land with adjustments made for differences for e.g. in location, shape of the lot, size, site facilities, tenure and other relevant characteristics.

Our Board (save for the Interested Directors) is of the view that the transfer of the Land at the value of the Debt is justifiable after taking into consideration the following:

- (i) an implied discount of approximately 11.3% or approximately RM5.8 million from the update market value of the Land of RM51.4 million; and
- (ii) accessibility and surroundings of the Land which comprise a mixture of residential, commercial and industrial developments as well as the development of the ECRL. ECRL which is targeted to be completed by end 2026, will connect the west and east coast of Peninsular Malaysia. This is expected to minimise the travel time and increase the commercial and industrial activities in the area.

2.1.6 Liabilities to be assumed

Save for the obligations in connection with the DSA and Supplemental DSA including but not limited to those set out in **Section 2.1.7** and **Appendix I of Part A** of this Circular, there are no other liabilities, including contingent liabilities and guarantees, to be assumed by our Group arising from the Proposed Debt Settlement.

2.1.7 Additional financial commitment

Save for the requisite stamp duty and registration fees payable for the transfer of the Land amounting to approximately RM1.9 million⁽¹⁾ and the stamp duty for the DSA and Supplemental DSA amounting to approximately RM0.2 million, our Group is not expected to incur any other additional financial commitment in relation to the Proposed Debt Settlement.

Note:

- (1) Computed based on the Exchange Value, subject to concurrence of the Inland Revenue Board of Malaysia.

2.1.8 Original cost and date of investment in the Land

The original cost of investment of Zil in the Land is RM549,700 and the date of such investment was made in October 1997.

2.2 Details on the Proposed Free Warrants

2.2.1 Basis and number of Warrants C to be issued

The Proposed Free Warrants entails the issuance of up to 252,677,976 Warrants C on the basis of 1 Warrant C for every 2 existing Shares held by the Entitled Shareholders on an Entitlement Date.

As at the LPD, our Company has a total issued share capital of RM338,783,913 comprising 505,355,953 Shares. Our Company does not have any treasury shares and convertible securities as at the LPD.

The actual number of Warrants C to be issued pursuant to the Proposed Free Warrants will be dependent on the total number of issued Shares held by the Entitled Shareholders on the Entitlement Date for the Proposed Free Warrants.

The basis of the entitlement ratio of 1 Warrant C for every 2 existing Shares was determined after taking into consideration, among others, the following:

- (i) the potential dilutive effect on the EPS of our Group; and
- (ii) the number of new Eden Shares arising from the exercise or conversion of all outstanding convertible equity securities (i.e. warrants and convertible preference shares) must not exceed 50.0% of our Company's total number of issued Shares (excluding treasury shares and before the exercise of convertible equity securities) at all times, in compliance with Paragraph 6.50 of the Listing Requirements.

In this respect, the Proposed Free Warrants complies with Paragraph 6.50 of the Listing Requirements, illustrated as follows:

	<u>No. of Shares</u>
Existing issued share capital as at the LPD	[A] 505,355,953
Number of Warrants C to be issued pursuant to the Proposed Free Warrants	[B] 252,677,976
[B] / [A]	50.0%

Fractional entitlements arising from the Proposed Free Warrants, if any, will be disregarded and shall be dealt with by our Board in such manner at its absolute discretion as it may deem fit and expedient in order to minimise the incidence of odd lots and in the best interest of our Company.

The Entitlement Date will be determined and announced at a later date by our Board upon receipt of all relevant approvals. The Proposed Free Warrants will be implemented in a single tranche and is not intended to be implemented in stages over a period of time.

2.2.2 Salient terms of the Warrants C

The Warrants C shall have a tenure of 3 years at an exercise price to be determined later. The Warrants C will be issued in registered form and constituted by the provisions of the Deed Poll C to be executed by our Company. The salient terms of the Warrants C are set out in **Appendix II** of this Circular.

2.2.3 Basis and justification of the exercise price of the Warrants C

The Warrants C will be issued at no cost to the Entitled Shareholders.

The exercise price of the Warrants C will be determined and fixed by our Board at a later date after obtaining all relevant approvals but prior to the Entitlement Date. Our Board, in determining the exercise price of the Warrants C, will take into consideration, among others, the following:

- (i) the historical price movement of Eden Shares;
- (ii) the last trading price of Eden Shares immediately prior to the price-fixing date and prevailing market conditions.

It is the intention of our Board to fix the exercise price at a maximum premium of up to 30.0% to the last trading price immediately preceding the price-fixing date. The aforementioned maximum premium of up to 30.0% was determined after taking into consideration the historical price movement of Eden Shares and the prevailing market conditions, the Warrants C being exercisable within a 3-year period from the date of issue of the Warrants C and the potential future earnings of our Group.

Our Company will make an announcement once the Board has fixed the exercise price of the Warrants C; and

(iii) the future funding requirements of our Group.

The last trading price of Eden Shares immediately prior to the LPD is RM0.1500. For illustrative purposes, the Assumed Exercise Price of Warrants C is assumed to be at RM0.16 per Warrant, which represents a premium of approximately 6.7% to the last trading price of Eden Shares immediately prior to the LPD of RM0.1500 per Warrant C.

Our Board wishes to emphasise that the Assumed Exercise Price of Warrants C should not be taken as an indication of or reference to the actual exercise price of the Warrants C, as it will only be determined and announced at a later date.

2.2.4 Ranking of the Warrants C and new Eden shares to be issued arising from the exercise of the Warrants C

The Warrant C holders will not be entitled to any voting rights in any general meeting of our Company or to participate in any form of distribution and/or offer of securities in our Company until and unless such Warrant C holders exercise their Warrants C into new Eden Shares.

The new Eden Shares to be issued arising from the exercise of the Warrants C shall, upon, issuance, allotment and full payment of the exercise price, rank equally in all respects with the then existing Eden Shares except that the new Eden Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distributions that may be declared, made or paid to the shareholders of Eden, unless such new Eden Shares were issued and allotted on or before the entitlement date of such rights, allotments and/or other distributions.

2.2.5 Listing of and quotation for the Warrants C and new Eden Shares to be issued arising from the exercise of the Warrants C

Bursa Securities had, vide its letter dated 20 December 2024, resolved to approve the:

- (i) admission of up to 252,677,976 Warrants C to the Official List of Bursa Securities; and
- (ii) listing of and quotation for the following:
 - (a) up to 252,677,976 Warrants C; and
 - (b) up to 252,677,976 new Eden Shares to be issued arising from the exercise of the Warrants C,

on the Main Market of Bursa Securities,

subject to the conditions as set out in **Section 11 of Part A** of this Circular.

2.3 Details on the Proposed ESOS

The Proposed ESOS involves the granting of options to the Eligible Persons to subscribe for new Eden Shares at the Exercise Price of ESOS Options during the ESOS Option Period in the manner set out in the By-Laws.

The Proposed ESOS will be implemented and administered by an ESOS Committee, whose members shall comprise such Directors and/or senior management of our Group duly appointed and authorised by our Board, from time to time in accordance with the By-Laws. The Board will formulate and approve the terms of reference of the ESOS Committee. The ESOS Committee shall have the absolute discretion in administering the Scheme as it deems fit, in accordance with the provisions set out in the By-Laws. At this juncture, the members of the ESOS Committee have yet to be decided by our Board.

The salient features of the Proposed ESOS are set out below:

2.3.1 Maximum number of Shares available under the Proposed ESOS

The maximum number of new Eden Shares which may be issued and allotted pursuant to the Proposed ESOS shall not in aggregate exceed 15.0% of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the ESOS Period ("**Maximum Limit**"). As at the LPD, our Company does not have any convertible securities and does not hold any treasury shares.

2.3.2 Basis of allotment and maximum allowable allocation of new Shares

Subject to the By-Laws and any adjustment which may be made under the By-Laws, the Offer shall be determined at the sole and absolute discretion of the ESOS Committee after taking into consideration, among other factors and where relevant, the position, job performance, job grade, seniority, length of service and/or such other factors as the ESOS Committee deems fit, and subject to the following conditions:

- (i) the total number of new Eden Shares to be issued pursuant to the exercise of the ESOS Options shall not exceed the Maximum Limit as stipulated in **Section 2.3.1 of Part A** of this Circular;
- (ii) the Directors and senior management of Eden Group who are Eligible Persons do not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as the allocation of ESOS Options to the persons connected with them, if any;
- (iii) not more than 80% of the total number of the new Eden Shares to be issued under the Scheme shall be allocated in aggregate to the Directors and senior management of our Group. For avoidance of doubt, the aforementioned allocation is on the basis that the said persons are crucial to the performance of our Group as determined by the ESOS Committee. In arriving at the allocation, our Board has considered, among others, the number of Directors and senior management personnel who are eligible to participate in the Proposed ESOS as well as the seniority, length of service, roles and functions performed by and expected contribution of these persons. The allocation to such individuals is intended to incentivise and reward them for their commitment, dedication and loyalty. Additionally, our Board recognises the need to attract and retain this category of individuals who have the necessary experience and expertise in driving the operations and growth of our Group; and
- (iv) not more than 10% of the total number of the new Eden Shares to be issued under the Scheme shall be allocated to any Eligible Persons who, either singly or collectively through persons connected with them, hold 20% or more of the total number of issued shares of our Company (excluding treasury shares, if any),

provided always that it is in accordance with the Listing Requirements or any prevailing guideline issued by Bursa Securities as amended from time to time.

At the time the Offer is made in accordance with the By-Laws, the ESOS Committee shall set out the basis of allotment, identifying the category or grade of the Eligible Person and the maximum number of new Shares that may be offered and allotted to an Eligible Person in accordance with the By-Laws ("**Maximum Allowable Allotment**") for the Eligible Person.

Our Company and/or the ESOS Committee shall ensure that the allocation of the new Shares pursuant to the Scheme shall be verified by its Audit and Risk Committee at the end of each financial year and to include a statement by the Audit and Risk Committee, verifying such allocation, is included in our Company's annual report.

The ESOS Committee may at its sole and absolute discretion decide whether the granting of the ESOS Options to the Eligible Person will be based on:

- (a) 1 single offer at a time determined by the ESOS Committee; or
- (b) several offers where the vesting of the ESOS Options comprised in those offers is staggered or made in several tranches at such times and on such terms and conditions as may be determined by the ESOS Committee,

provided always that the aggregate number of new Eden Shares in respect of the Offers granted to any Eligible Person shall not exceed the Maximum Allowable Allotment.

Any Eligible Person who holds more than 1 position within the Eden Group, and by holding such positions, the Eligible Person is in more than 1 category, shall only be entitled to the Maximum Allowable Allotment of any 1 of those categories. The ESOS Committee shall be entitled at its sole and absolute discretion to determine the applicable category.

2.3.3 Eligibility to participate in the Proposed ESOS

Subject to the sole and absolute discretion of the ESOS Committee, the Eligible Persons of our Group who meet the following conditions as at the date on which an offer is made by the ESOS Committee to an Eligible Person ("**Offer Date**") are eligible to participate in the Proposed ESOS:

- (i) he/she shall have attained the age of 18 years old and is neither an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (ii) if he/she falls under one of the following categories:
 - (a) employed on a full-time basis and is on the payroll of Eden or any company within our Group whose employment has been confirmed in writing and not served a notice of resignation or received a notice of termination prior to the Offer Date; or
 - (b) in the case of a Director, he/she has been appointed to our Board or any company within our Group in an executive capacity and not served a notice of resignation or received a notice of termination prior to the Offer Date; or
 - (c) employed under a contract for a fixed term of not less than 1 year in Eden or any company within our Group and has not served a notice of resignation or received a notice of termination prior to the Offer Date; and
- (iii) fulfils any other eligibility criteria including but not limited to the performance targets, appraisals and assessments and/or falls within such grade/category as may be set by the ESOS Committee at any time and from time to time, at its sole and absolute discretion,

provided that nothing herein shall invalidate any selection of any Eligible Person which may have been made by the ESOS Committee on or prior to the date which the Proposed ESOS shall take effect on the date of full compliance with the relevant requirements of the Listing Requirements ("**Effective Date**").

If the Eligible Person is:

- (i) a Director, major shareholder, chief executive of Eden or a holding company of Eden; or
- (ii) a person connected to such Director, major shareholder or chief executive of Eden,

the specific allocation of ESOS Options granted by our Company to such Eligible Persons must first be approved by the shareholders of our Company at a general meeting and they shall not participate in the deliberation or discussion of their own allocation and they shall not vote and must ensure that such persons connected to them abstain from voting on the resolution approving the said allocation.

2.3.4 Duration of the Proposed ESOS

Subject to the By-Laws, the Proposed ESOS shall take effect on the Effective Date and shall be in force for a period of 5 years from the Effective Date and may be extended or renewed (as the case may be) for a further period of 5 years provided that the tenure of the ESOS shall not in aggregate exceed 10 years from the Effective Date. Such extended ESOS Period shall be implemented in accordance with the terms of the By-Laws, save for any amendment and/or change to the relevant statutes and/or regulations then in force.

For the avoidance of doubt, subject to the By-Laws and unless otherwise required by Bursa Securities, no further sanctions, approvals or authorisation of the shareholders of our Company in a general meeting is required for any such extension or renewal (as the case may be) ("**Duration of the Proposed ESOS**").

2.3.5 Basis of determining the Exercise Price of ESOS Options

Subject to any adjustments in accordance with the By-Laws, the Exercise Price of ESOS Options at which the Eligible Person who has accepted an Offer under the Proposed ESOS ("**Grantee**") is entitled to subscribe for the new Eden Shares, to be determined by our Board upon recommendation of the ESOS Committee, shall be fixed based on a discount of not more than 10% of the 5-day VWAP of the Shares as traded on the Main Market of Bursa Securities immediately preceding the Offer Date.

2.3.6 Rights attaching to the ESOS Options and ranking of the new Eden Shares to be issued arising from the exercise of ESOS Options pursuant to the Proposed ESOS

The ESOS Options shall not carry any right to vote at any general meeting of our Company and the new Eden Shares to be issued arising from the exercise of the ESOS Options pursuant to the Proposed ESOS will be subject to the provisions of the constitution of our Company relating to transfer, transmission or otherwise of the Eden Shares including the rights of the holder of the Shares on the winding up of our Company.

The new Eden Shares to be issued arising from the exercise of ESOS Options pursuant to the Proposed ESOS shall, upon issuance and allotment, rank equally in all respects with the then existing Eden Shares except that the new Eden Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distributions which may be declared, made or paid to the shareholders of Eden, unless such new Eden Shares were issued and allotted on or before the entitlement date of such rights, allotments and/or other distributions.

2.3.7 Retention period

The Eden Shares to be allotted and issued/ transferred to a Grantee pursuant to the By-Laws will not be subject to any retention period or restriction of disposal, transfer and/or assignment unless the ESOS Committee stipulates otherwise in the Offer or prohibited by any applicable laws, regulations and guidelines. However, our Company encourages Grantees to hold the Eden Shares subscribed for by them as a long-term investment and not for any speculative and/or realisation of any immediate gain.

2.3.8 Alteration of share capital

Subject to the By-Laws, in the event of any alteration in the capital structure of our Company during the Duration of the Proposed ESOS, whether by way of capitalisation of profits or reserves, rights issues, bonus issues, capital reduction, subdivision or consolidation of shares or capital or any other variation of capital howsoever otherwise taking place, our Board shall have the discretion and accordingly assess the practicality of complying with the requirement to cause such corresponding adjustment to be made to:

- (i) the Exercise Price of ESOS Options; and/or
- (ii) the number of new Eden Shares comprised in the ESOS Options granted to each Grantee (excluding ESOS Options already exercised);

to ensure that the capital outlay to be incurred by the Grantee in subscribing for the same proportion of Eden Shares to which the Grantee was entitled to prior to the event giving rise to such adjustments (i.e. not taking into account the ESOS Options already exercised), shall remain unaffected.

2.3.9 Modification, variation and/or amendments to the Proposed ESOS

Subject to the By-Laws and compliance with the Listing Requirements and the approvals of any other authorities (if required), the ESOS Committee may at any time and from time to time recommend to our Board any modification, variation and/or amendment of the By-Laws as it shall in its discretion think fit and our Board shall have the power by resolution to make any modification, variation and/or amendment of the By-Laws upon such recommendation and subject to our Company submitting a confirmation letter to Bursa Securities and the amended By-Laws each time any modification, variation and/or amendment is made, that the said modification, variation and/or amendment is in compliance with the Listing Requirements and the rules of Bursa Malaysia Depository Sdn Bhd.

Subject to the By-Laws, the approval of the shareholders of our Company in a general meeting shall not be required in respect of the modification, variation and/or amendment of the By-Laws provided that no modification, variation and/or amendment made to the By-Laws which would:

- (i) materially prejudice any rights which have accrued to any Grantee without his / her prior consent; or
- (ii) materially prejudice any rights of the shareholders of our Company; or
- (iii) increase the number of new Shares available under the Proposed ESOS beyond the maximum number of Shares imposed by the By-Laws; or
- (iv) alter any matter which are required to be contained in the By-Laws by virtue of Appendix 6E of the Listing Requirements to the advantage of any Grantee or group of Grantees or all Grantees.

2.3.10 Termination of the Proposed ESOS

Subject to compliance with the Listing Requirements, other requirements of Bursa Securities and any other relevant authorities, the Proposed ESOS may be terminated by our Company at any time during the Duration of the Proposed ESOS before its expiry without obtaining the approvals or consents from the Grantees or its shareholders provided that our Company makes an announcement immediately to Bursa Securities. The announcement shall include:

- (a) the effective date of termination of the Proposed ESOS ("**Termination Date**");
- (b) the number of ESOS Options exercised and/or Eden Shares vested; and
- (c) the reasons and justification for termination of the ESOS.

Notwithstanding anything to the contrary, all unexercised ESOS Options shall be deemed to cease to be capable of being exercised and shall be null and void on the Termination Date.

2.3.11 Listing of and quotation for the new Eden Shares to be issued arising from the exercise of the ESOS Options

Bursa Securities had, vide its letter dated 20 December 2024, approved the listing of and quotation for the new Eden Shares to be issued pursuant to the exercise of the ESOS Options on the Main Market of Bursa Securities subject to the conditions as set out in **Section 11 of Part A** of this Circular.

2.3.12 Proposed allocation

Paragraph 6.06(1) of the Listing Requirements states that our Company must not issue any shares to its Directors, major shareholders or chief executive or a person connected with them unless its shareholders in a general meeting have approved the specific allotment to be made to them. Accordingly, our Company will seek its shareholders' approval at our forthcoming EGM for the proposed allocation of the ESOS Options to the following persons:

	<u>Name</u>	<u>Designation/ relationship to Directors, major shareholders and/or chief executive of Eden</u>
(i)	Tan Sri Abd Rahim	Executive Chairman/ Tan Sri Abd Rahim is the spouse of Puan Sri Fadzilah and parent of Datin Nadia
(ii)	Datin Nadia	Group Managing Director/ Datin Nadia is the child of Tan Sri Abd Rahim and Puan Sri Fadzilah
(iii)	Puan Sri Fadzilah	Executive Director, Group Special Projects/ Puan Sri Fadzilah is the spouse of Tan Sri Abd Rahim and parent of Datin Nadia
(iv)	Dato' Nik Mohd Fuad Bin Wan Abdullah	Executive Director, Group Corporate Affairs
(v)	Dato' Mohd Ramli	Director of Underwater World Langkawi Sdn Bhd, a wholly-owned subsidiary of Eden/ Dato' Mohd Ramli is the sibling of Tan Sri Abd Rahim
(vi)	Noordini	Manager, Group Administration/ Noordini is the sibling of Puan Sri Fadzilah and spouse of Amir
(vii)	Amir	Assistant General Manager, Internal Audit and Risk Management/ Amir is the spouse of Noordini

3. UTILISATION OF PROCEEDS

The proceeds to be received by our Company pursuant to the exercise of the ESOS Options will depend on the number of ESOS Options granted and exercised at the relevant point in time and the Exercise Price of ESOS Options, which are not determinable at this juncture.

The Proposed Free Warrants is not expected to raise any immediate funds as the Warrants C will be issued at no cost to the Entitled Shareholders.

The eventual proceeds to be raised from the exercise of the Warrants C (if any) is dependent on the number of Warrants C exercised during the tenure of the Warrants C as well as the exercise price of the Warrants C, which will be determined and fixed at a later date. As such, the exact breakdown for the utilisation of the proceeds are not determinable at this juncture.

For illustration purposes, the gross proceeds to be raised upon full exercise of the Warrants C based on the Assumed Exercise Price of Warrants is set out below:

No. of Warrants C to be issued	252,677,976
Total gross proceeds to be raised assuming full exercise of Warrants C (RM)	40,428,476

Our Company intends to utilise the proceeds arising from the exercise of the Warrants C and/or ESOS Options, if any, for our Group's working capital requirements within 24 months from the date of receipt of the proceeds. The working capital raised from the exercise of the Warrants C and/or ESOS Options will be utilised to finance our Group's day-to-day operations, including staff salaries, utility expenses, repair and maintenance, office rental expenses, payment of trade payables and other miscellaneous items.

The allocation of proceeds to be utilised for each component of working capital is subject to our Group's operational requirements at the time of utilisation. As such, the detailed allocation can only be determined by our Board at a later date.

Pending utilisation of the proceeds to be raised as and when the Warrants C and/or ESOS Options are exercised, the proceeds shall be placed in deposits with licensed financial institutions and/or short-term money market instruments. Any interest derived from such deposits or gains arising from such short-term money market instruments will be used as additional funds for the working capital requirements (as mentioned above) of our Group.

4. DETAILS OF OTHER EQUITY FUND-RAISING EXERCISE UNDERTAKEN IN THE PAST 12 MONTHS

On 2 February 2024, HLIB had, on behalf of our Board, announced that Eden proposes to undertake the Private Placement. On 8 April 2024, HLIB had, on behalf of our Board, announced that the Private Placement had been completed following the listing of and quotation for 45,941,400 Placement Shares on the Main Market of Bursa Securities. The Placement Shares at the issue price of RM0.1420 per Placement Share have raised a total of approximately RM6.5 million and the proceeds have been used in the following manner:

Description of use of proceeds	Actual proceeds raised (RM'000)	Actual use of proceeds as at the LPD (RM'000)	Deviation (RM'000)	Balance unused as at the LPD (RM'000)	⁽¹⁾ Estimated timeframe for use of proceeds (months)
Enhancement and upgrading of the Underwater World Langkawi operated by Underwater World Langkawi Sdn Bhd	6,249	(213)	-	6,036	Within 12 months
Working capital of Eden Group	-	-	190	190	Within 12 months
Expenses for the Private Placement	275	(85)	(190)	-	Within 1 month
Total	6,524	(298)	-	6,226	

Note:

(1) From the date of listing of the Placement Shares.

Save as disclosed above, our Company has not undertaken any equity fund-raising exercise in the past 12 months prior to the date of this Circular.

5. RATIONALE FOR THE PROPOSALS

5.1 Proposed Debt Settlement

The Proposed Debt Settlement is essential to assist our Group to recover the Debt which amounts to RM45,648,878 by way of transfer of the Land to Vista, our wholly-owned subsidiary, for the value of the Debt.

Streamlines the operations of our Group according to business segments

Notwithstanding that the Debt is owed by Zil to Stratavest, our Group has entered into the DSA (as varied by the Supplemental DSA) to settle the Debt via transfer of the Land to Vista.

Stratavest is a special purpose company owning and operating a diesel-fired power plant as an IPP in Sandakan, Sabah, while the Land being transferred is located in Gebeng, Pahang. Stratavest's current power plant operations and staff are based in Sabah, and it is also bidding for more power generation projects in the state.

Therefore, with Stratavest's business focused on the power sector as an IPP, the holding and potential development of the Land does not suit its principal activity and corporate objectives. Our Company considers the Land transfer to Vista to be an internal rationalisation exercise as Vista, our wholly-owned subsidiary, is intended to be an investment property holding company.

In any event, both Stratavest and Vista are wholly-owned subsidiaries of Eden and the Proposed Debt Settlement is beneficial to our Group as a whole.

Geographical differences

Stratavest's operations and staff are located in Sandakan, Sabah, whereas the Land is located in Gebeng, Pahang. Given the geographical differences, it would be more cost efficient for another member of our Group to hold the Land separately from Stratavest. Notwithstanding that the Land is transferred to Vista, both Stratavest and Vista are wholly-owned subsidiaries of Eden and the Proposed Debt Settlement is beneficial to the Eden Group as a whole.

Recoverability of the Debt as a key audit matter

The Independent Auditor's Report to the members of Eden dated 29 October 2024 had highlighted the recoverability of the Debt as a key audit matter, as the Debt has been long outstanding since prior years and the recoverability of the Debt is dependent on the successful completion of the Proposed Debt Settlement.

Strengthens our overall financial position

Moreover, the interest-bearing principal amount of the Debt was fully repaid by Zil and our Group had ceased to charge the compounded interest of 7.0% per annum on the Debt. As such, the Debt is not contributing to the earnings of our Group and would not yield any further benefit to our Group.

By recovering the Debt through the transfer of the Land, our Group will strengthen its overall financial position as the total non-current assets of Eden is expected to increase from approximately RM326.5 million as at 30 June 2024 to approximately RM372.1 million. Further, the Land may potentially enable our Group to benefit from the capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within its proximity.

The Proposed Debt Settlement is also expected to increase our Group's existing land bank from approximately 361.5 acres to approximately 416.6 acres after the transfer of the Land from Zil.

Barring any unforeseen circumstances and premised on the above, our Board (save for the Interested Directors) believes that the Proposed Debt Settlement is the most appropriate avenue to assist our Group in recovering the outstanding Debt.

5.2 Proposed Free Warrants

After due consideration, our Board is of the view that the Proposed Free Warrants is the most appropriate avenue of rewarding the existing shareholders of Eden after taking into consideration, among others, the following factors:

- (i) the Proposed Free Warrants will enable existing shareholders of Eden to participate in convertible securities of Eden, which are tradable on the Main Market of Bursa Securities, without incurring any cost;
- (ii) the issuance of Warrants C will provide the existing shareholders with an opportunity to further increase their equity participation in our Company by exercising the Warrants C at a pre-determined price over the tenure of the Warrants C;
- (iii) allow existing shareholders to further participate in the future growth of our Company which may benefit from any potential capital appreciation arising from the exercise of the Warrants C; and
- (iv) to strengthen its financial position with existing shareholders' funds and enlarged capital base pursuant to the exercise of Warrants C into new Eden Shares which is expected to enhance the liquidity of Eden Shares on the Main Market of Bursa Securities.

Our Board is of the view that the tenure of 3 years for the Warrants C is sufficient to reward the shareholders of Eden after taking into consideration the volatility of our Company's share price. This would allow our Company to adapt to changing market conditions, aligning the Warrants C's lifespan with business trends, financing strategies and investor sentiment.

5.3 Proposed ESOS

The Proposed ESOS is established to achieve the following objectives:

- (a) to recognise, reward, incentivise and retain the Eligible Persons who have contributed to the growth, performance and profitability of Eden;
- (b) to align the interests of the Eligible Persons with the interests of the shareholders by providing an incentive for the Eligible Persons to participate in the future growth of our Group and motivating them towards achieving better performance;
- (c) to retain high-calibre Eligible Persons as well as to attract prospective skilled and experienced personnel to Eden by making the total compensation package more attractive and competitive; and
- (d) to reward the Eligible Persons by allowing them to participate in capital gains arising from the appreciation of the market price of Eden Shares.

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6. EFFECTS OF THE PROPOSALS

6.1 Issued share capital

The Proposed Debt Settlement will not have an impact on our Company's issued share capital and number of issued Shares.

The Proposed Free Warrants and Proposed ESOS are not expected to have any immediate effect on our Company's share capital and existing total number of issued Shares until such time when the Warrants C and/or ESOS Options are exercised. The issued share capital of our Company will increase progressively depending on the number of new Shares to be allotted and issued arising from the exercise of the Warrants C and/or ESOS Options.

Assuming the ESOS Options are granted at once and exercised in full, the pro forma effects of the Proposed Free Warrants and Proposed ESOS are illustrated below based on the following scenarios:

Minimum scenario: Assuming none of the 252,677,976 outstanding Warrants C are exercised during the ESOS Period.

Maximum scenario: Assuming all the 252,677,976 outstanding Warrants C are exercised during the ESOS Period.

The pro forma effects of the Proposed Free Warrants and Proposed ESOS on the issued share capital of Eden as at the LPD are as follows:

	Minimum Scenario		Maximum Scenario	
	No. of Shares	RM	No. of Shares	RM
Total number of issued Shares as at the LPD	505,355,953	338,783,913	505,355,953	338,783,913
To be issued pursuant to the full exercise of the Warrants C	-	-	252,677,976	⁽¹⁾ 40,428,476
	505,355,953	338,783,913	758,033,929	379,212,389
To be issued pursuant to the full exercise of the ESOS Options	75,803,000	⁽²⁾ 10,612,420	113,705,000	⁽²⁾ 15,918,700
Enlarged share capital	581,158,953	349,396,333	871,738,929	395,131,089

Notes:

- (1) Computed based on the Assumed Exercise Price of Warrants of RM0.16 per Warrant C.
- (2) Computed based on the assumed Exercise Price of ESOS Options of RM0.14 per ESOS Option, representing a discount of approximately 7.0% to the 5-day VWAP of Eden Shares up to and including the LPD of RM0.1506.

6.2 NA per Share and gearing

The Proposed Debt Settlement will not have a material impact on NA, NA per Share and gearing of our Group.

Save for the potential impact of Malaysian Financial Reporting Standards 2 on Share-based Payment (“**MFRS 2**”) as elaborated in **Section 6.4** of **Part A** of this Circular, the Proposed ESOS is not expected to have an immediate effect on the NA, NA per Share and gearing of our Group until such time when the ESOS Options are exercised. Any potential effect on the NA, NA per Share and gearing of our Group will depend on, among others, the number of ESOS Options to be granted and exercised, the Exercise Price of ESOS Options, the number of new Shares to be issued upon the exercise of the ESOS Options and the use of proceeds arising from the exercise of the ESOS Options.

For illustrative purposes, upon exercise of the ESOS Options, the NA per Share is expected to:

- (i) increase if the Exercise Price of ESOS Options is higher than the NA per Share; or
- (ii) decrease if the Exercise Price of ESOS Options is lower than the NA per Share,

at such a point of exercise.

The pro forma effects of the Proposals on the NA, NA per Share and gearing of our Group based on the latest audited consolidated statements of financial position as at 30 June 2024 are as follows:

	Audited as at 30 June 2024	After the Proposed Debt Settlement	After the Proposed Free Warrants	Assuming full exercise of Warrants C
	RM'000	RM'000	RM'000	RM'000
Share capital	338,784	338,784	338,784	(1)379,212
Fair value reserve	95	95	95	95
Retained earnings	139	(2)(3)4,292	4,292	4,292
Equity attributable to owners of our Company	339,018	343,171	343,171	383,599
No. of Shares ('000)	505,356	505,356	505,356	758,034
NA per Share (RM)	0.67	0.68	0.68	0.51
Total borrowings (RM'000)	12,498	12,498	12,498	12,498
Gearing ratio (times)	0.04	0.04	0.04	0.03

Notes:

- (1) Assuming all 252,677,976 Warrants C are exercised at the Assumed Exercise Price.
- (2) As at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration the impairment of approximately RM4.3 million. Upon completion of the Proposed Debt Settlement, the impairment of approximately RM4.3 million will be reversed.
- (3) After taking into consideration the remaining estimated expenses of approximately RM0.2 million in relation to the Proposals, while estimated expenses of approximately RM0.8 million in relation to the Proposals were expensed off in the FYE 30 June 2024.

6.3

Substantial shareholders' shareholdings

The Proposed Debt Settlement will not have an impact on our Company's substantial shareholders' shareholdings. The Proposed ESOS is not expected to have any immediate effect on the substantial shareholders' shareholdings of our Company until such time when the ESOS Options granted are exercised. Any potential effect on our Company's substantial shareholders' shareholdings will depend on the number of new Eden Shares to be issued pursuant to the exercise of the ESOS Options at the relevant point in time.

The pro forma effects of the Proposed Free Warrants on the shareholdings of the substantial shareholders of Eden based on the register of substantial shareholders of our Company as at the LPD are set out below:

	As at the LPD			After the Proposed Bonus Issue of Warrants			Assuming full exercise of Warrants C			
	Direct		Indirect	Direct		Indirect	Direct		Indirect	
	No. of Edén Shares ('000)	(1)%	No. of Edén Shares ('000)	(1)%	No. of Edén Shares ('000)	(1)%	No. of Edén Shares ('000)	(5)%	No. of Edén Shares ('000)	(5)%
Serata Padu Zil	43,794	8.7	-	-	43,794	8.7	65,691	8.7	-	-
Serve Vest	34,000	6.7	(2) 43,794	8.7	34,000	6.7	51,000	6.7	(2)65,691	8.7
Tan Sri Abd Rahim	-	-	(3) 43,794	8.7	-	-	-	-	(3)65,691	8.7
Dato' Wee Cheng Kwan	-	-	(4) 77,794	15.4	-	-	-	-	(4)116,691	15.4
Datin Leong Kim Fong	37,902	7.5	-	-	37,902	7.5	56,854	7.5	-	-
	55,991	11.1	-	-	55,991	11.1	83,987	11.1	-	-

Notes:

- (1) Calculated based on approximately 505.4 million Eden Shares in issue as at the LPD.
- (2) Deemed interested by virtue of its direct interest of more than 20.0% equity interest in Serve Vest, which in turn holds shares in Serata Padu.
- (3) Deemed interested by virtue of its direct interest of more than 20.0% equity interest in Serata Padu.
- (4) Deemed interested by virtue of his direct interest of more than 20.0% equity interest in Zil and his direct interest of more than 20% equity interest in Serve Vest, which in turn holds shares in Serata Padu.
- (5) Calculated based on the enlarged 758.0 million Eden Shares assuming the full exercise of the Warrants C pursuant to the Proposed Free Warrants.

6.4 Earnings and EPS

For illustrative purposes only, assuming the Proposed Debt Settlement was completed on 1 July 2023, the pro forma effects of the Proposed Debt Settlement on the earnings and EPS for the FYE 30 June 2024 are as follows:

	Audited for the FYE 30 June 2024 (RM'000)	After the Proposed Debt Settlement (RM'000)
Profit for the financial year attributable to equity holders of our Company	76,354	76,354
Add: Reversal on impairment loss	-	(1)4,323
Less: Estimated expenses in relation to the Proposals	-	(2)(1,000)
	76,354	79,677
No. of Eden Shares in issue ('000)	505,356	505,356
EPS (RM)	0.15	0.16

Notes:

- (1) As at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration the impairment of approximately RM4.3 million. Upon completion of the Proposed Debt Settlement, the impairment of approximately RM4.3 million will be reversed.
- (2) Assuming the Proposed Debt Settlement was completed on 1 July 2023, the estimated expenses of RM1.0 million in relation to the Proposals was taken into consideration in arriving at the pro forma effects of the Proposed Debt Settlement on the earnings of our Company. Please refer to **Note (3)** in **Section 6.2** of **Part A** of this Circular for further information.

The Proposed Free Warrants are not expected to have an immediate material impact on the earnings of our Group for the financial year ending 30 June 2025. However, there will be a corresponding dilution in the consolidated EPS of Eden Group as a result of the increase in the number of Shares arising from the exercise of the Warrants C.

The Proposed ESOS is not expected to have any immediate material effect on the earnings and EPS of Eden Group, save for the possible impact of MFRS 2 upon granting of the ESOS Options. However, any potential effect on the earnings and EPS of Eden Group in the future will depend on, among others, the number of ESOS Options granted and exercised, the Exercise Price of ESOS Options and the non-cash expenses arising from the granting of the ESOS Options under MFRS 2.

The quantum of such an impact cannot be determined at this juncture as it will be measured at the date of granting the ESOS Options based on, among others, the share price volatility, risk-free interest rate and/or pricing model. The fair value of the ESOS Options under the Proposed ESOS will be recognised as an expense in the profit or loss account of our Group over the vesting period of the ESOS Options. However, it should be noted that the estimated cost does not represent a cash outflow by our Group as it is merely an accounting treatment.

Notwithstanding the above, our Board has taken note of the potential impact of MFRS 2 on the future earnings of Eden Group and shall take into consideration such impact in the allocation and granting of the ESOS Options to the Eligible Persons. However, the consolidated EPS of our Group will be diluted because of our Company's enlarged issued share capital arising from the issuance of the new Eden Shares as and when the ESOS Options are exercised in the future.

6.5 Convertible securities

Our Company does not have any outstanding convertible securities as at the LPD.

7. INDUSTRY OVERVIEW AND OUTLOOK AND FUTURE PROSPECTS

7.1 Overview and outlook of the Malaysian economy

The Malaysian economy continued to expand in 2023 despite external headwinds: The Malaysian economy grew by 3.7% despite facing challenges stemming from weak external demand, disruptions in commodity production and higher cost of living. Growth was mainly supported by resilient domestic demand and recovery in tourism activities. On the external front, exports declined due to subdued global demand, lower commodity prices and shifts towards services spending. Additionally, improving labour market conditions coupled with supportive policy measures helped household spending, especially among the vulnerable households affected by higher cost of living. Private sector capital spending drove overall investment activity, particularly in information technology and electrical and electronics (E&E). In tandem with external trade performance, export-oriented industries saw some moderation in growth. Nonetheless, all sectors continued to expand in 2023.

Headline and core inflation moderated in 2023: Headline inflation moderated in 2023 to an average of 2.5% (2022: 3.3%), largely on account of lower food, non-alcoholic beverages and fuel inflation. Some subsidy rationalisation measures were introduced, namely through the revision of electricity tariffs and removal of price ceilings for chicken.

Private consumption moderated to 4.7% in 2023, after a strong recovery in 2022 (11.2%), following the lapse of effects from various Government policy measures in 2021 and 2022. Private consumption was supported by continued improvement in employment and income levels. Overall employment registered a growth of 2.8% while aggregate nominal wages expanded by 3.7% in the private sector and 6.1% for the public sector. Necessities expenditure recorded a growth of 6.7% largely driven by transport, utilities and food and beverage (“**F&B**”) spending, while discretionary expenditure expanded by 5% led by restaurant and hotel spending.

Gross fixed capital formation (GFCF) registered a growth of 5.5% (2022: 6.8%). By types of assets, growth was supported by higher investments in structures (6.2%; 2022: 4.7%), and continued purchase of machinery and equipment (M&E) (5.2%; 2022: 10.2%), as well as investment in other assets (2.8%; 2022: 2.3%).

Private investment expanded by 4.6% in 2023 (2022: 7.2%). Growth was driven by the implementation of new and ongoing multi-year projects. These were mainly in the services and manufacturing sectors including information and communications technology (ICT), electrical and electronics (E&E) and chemicals and chemical products industries. Investment activity also benefitted from the gradual recovery in labour supply and easing cost pressures.

Public investment spending increased by 8.6% in 2023 (2022: 5.3%). This was driven by higher fixed asset spending by the Government. Growth was also supported by continued expansion by public corporations, mainly in the oil and gas (O&G) and transportation industry.

Public consumption expanded by 3.9% (2022: 4.5%), supported by Federal Government’s spending on both emoluments and supplies and services. In particular, emoluments spending was higher driven by the Special Additional Salary Increment for civil servants and the absorption of contract workers to permanent positions.

(Source: *Economic & Monetary Review 2023, Bank Negara Malaysia*)

In 2024, Malaysia’s economy is forecast to expand between 4.8% and 5.3%. Growth will be propelled by robust domestic demand and recovery in exports. Consumer spending is expected to remain resilient, supported by improvements in labour market conditions and vibrant tourism-related activities. Investment will be driven by new and ongoing projects by both the private and public sectors, supported by the implementation of key national policies and initiatives, including the National Energy Transition Roadmap (“**NETR**”) and the New Industrial Master Plan (NIMP) 2030.

The growth in 2025 is projected between 4.5% and 5.5%, supported by a resilient external sector, benefitting from improved global trade and stronger demand for E&E goods, leveraging the country's strategic position within the semiconductor supply chain.

Domestic demand, led by the private sector, remains sturdy and contributes significantly to the overall economic growth. The growth in the first half of 2024 was recorded at 6.5% and is expected to continue the momentum in the second half of the year. Thus, domestic demand is estimated to expand by 6.3% for the whole year with private sector expenditure envisaged to increase by 6.7%. The role of private sector as the key engine of growth is reflected by its high contribution of 5.1 percentage points to GDP growth. Meanwhile, the public sector expenditure is anticipated to increase by 5%, contributing 0.9 percentage point to GDP growth.

Headline inflation, as measured by the Consumer Price Index ("CPI"), eased to an average of 1.8% in the first eight months of the year, down from 2.8% over the same period in 2023, following favourable cost environment and sustained demand. Headline inflation is projected to remain manageable for the whole year and is expected to range between 1.5% and 2.5%, with inflation projected close to its long-term average of approximately 2%. The risk of inflation would be dependent on the degree of knock-on effects on other items from any implementation of policy measures on subsidies and price controls, as well as fluctuations in global commodity prices.

(Source: *Economic Outlook 2025, Ministry of Finance*)

7.2 Overview and prospects of the power sector in Malaysia

Malaysia is a small open economy with gross domestic product (GDP) of RM1.79 trillion and gross national income (GNI) per capita of USD11,780 in 2022. Its population stood at 32.7 million people in 2022 and is expected to reach 40 million by 2050. Meanwhile, the urbanisation rate was 75% in 2020, and is expected to reach 85% by 2040. Economic and population growth, as well as rapid urbanisation, will drive a rise in energy demand, which is expected to increase by 2% annually until 2050.

The economy transitioned from an agricultural and commodity-based to manufacturing and services in the 1980s. It continues to be a producer of finite quantities of oil and gas, which contributed approximately 13% to GDP in 2021. Availability of indigenous gas resources have ensured secure energy supply at affordable prices.

As the nation evolves and lifestyles change, environmental sustainability gains more focus in business and policy decisions, and this has implications on people's livelihoods. Rapid urbanisation and climate change require a timely adjustment of the way we live, commute and interact with our surroundings, including the way in which we consume and produce energy.

Based on the National Energy Policy, 2022-2040 (DTN), the energy sector contributed approximately 28% of GDP and employed 25% of the total workforce in Malaysia. In addition, it is a key source of national income, with petroleum-related products contributing 31% of fiscal income, and energy exports constituting 13% of total export value. The energy sector also benefits more than 10 million customers by providing daily access to electricity supply and enabling mobility through reliable supply of fuels. Jobs and business opportunities created in the energy sector, as well as economic multipliers in energy-related supply chains, also contribute positive to the socioeconomic development of the nation.

Fossil fuels continue to contribute the largest share of Malaysia's energy supply, and have a significant influence in shaping the country's energy landscape. As of 2020, four energy sources dominated the national total primary energy supply (TPES) mix. Natural gas constituted the largest portion at 42.4%, followed by crude oil and petroleum products at 27.3% and coal at 26.4%. Renewables, comprising hydropower, solar and bioenergy, constituted just a mere 3.9%.

Historically, the power sector in Malaysia has been operated as a vertically integrated monopoly system. Over time, it has undergone various stages of liberalisation. The power sector was privatised with the aim of attracting investments as well as enhancing efficiency and productivity to ensure a sufficient supply. Additionally, the government has encouraged the involvement of independent power producers (IPPs) to improve the reliability of the electricity supply and address the shortage of generation capacity in meeting the demand.

Natural gas plays an important role as a transitional fuel in energy transition. The government has implemented Third Party Access (TPA) in 2017 to provide healthy competition among industry players, including the IPPs. This will facilitate the shift towards market-based pricing for power and non-power sectors, thus ensuring reliable gas supply at competitive prices.

Similarly, the government intends to reform the power sector further by establishing a TPA framework to supply fuel sources, and access to the grid infrastructure and the retail market. In addition, the government will embark on electricity tariff restructuring initiative. These measures will ensure cost reflective prices, enable higher penetration of RE and enhance Malaysia's competitive advantage.

Malaysia has been recognised as the best country in the Southeast Asia in the Energy Transition Index 2023 by the World Economic Forum. The index considers system performance and the country's readiness to switch to a more environmentally friendly energy sources. The recognition shows that Malaysia is on the right track to drive our strategic shift and economic restructuring into new growth areas. This is further supported by Malaysia's various advantages such as a strategic location, diverse RE sources and a high level of skills to become a regional leader in energy transition.

(Source: National Energy Transition Roadmap, 29 August 2023, Ministry of Economy)

The utilities subsector recorded an increase of 5.2% in the first half of 2024 and is projected to expand by 3.6% in the second half of the year. For the whole year, the subsector is anticipated to record a growth of 4.3% following higher electricity consumption with the development of data centres and rising demand for electric vehicle ("EV") charging.

The utilities subsector is anticipated to increase by 5.9%, attributed by strong demand for electricity and water in the industrial, commercial and residential segments. This growth is expected to be driven by higher demand from EV charging infrastructures and data centre operations as well as the development of new and expansion of existing industrial parks.

(Source: Economic Outlook 2025, Ministry of Finance)

7.3 Overview and prospects of the F&B sector in Malaysia

The F&B and accommodation subsector grew by 5.6% in the first half of 2024 supported by high hotel occupancy rates and patronage at eateries, in tandem with the increase in tourist arrivals to 14.1 million. The subsector is expected to expand by 5.9% in the second half of the year on the back of higher tourist arrivals and vibrant tourism-related activities. This is also supported by vigorous promotion efforts targeting niche segments, particularly business and leisure, gastronomy and Muslim-friendly tourism. Furthermore, the Global Muslim Travel Index 2024 reaffirms Malaysia's position as the most preferred Muslim travel destination for six consecutive years. Overall, the subsector is projected to register a growth of 5.8% in 2024.

The F&B and accommodation subsector is poised to grow by 6.2%, in anticipation of higher tourist arrivals for business and leisure as well as meetings, incentives, conferences and exhibitions (MICE) activities. The tourism industry will benefit from Malaysia's 2025 ASEAN Chairmanship, as well as nationwide hosting of numerous MICE events at international and regional scales. In addition, the visit state campaign by Kedah, Perlis and Selangor as well as intensive promotion for the Visit Malaysia 2026 (VM 2026) are expected to contribute to the growth of the subsector.

(Source: Economic Outlook 2025, Ministry of Finance)

7.4 Overview and prospects of the tourism sector in Malaysia

In the first half of 2024, Malaysia demonstrated economic resilience with a sterling growth rate of 5.1%. This was driven by robust domestic demand, a strong recovery in exports, and a thriving tourism sector. These achievements underscore our economic dynamism and strength, with a projected steady growth rate of 4.8% to 5.3% in 2024, reaffirming the nation's resilience and potential for sustained prosperity. Looking ahead, the economy is projected to grow within the range of 4.5% to 5.5% in 2025.

The services sector grew by 5.4% in the first half of 2024 and is poised to remain stable in the second half, driven by robust household spending coupled with vibrant tourism- and travel-related activities. Overall, the sector is projected to expand by 5.3% in 2024, with all subsectors recording positive growth.

With the full recovery of the travel and tourism industry globally, Malaysia is poised to benefit from the anticipated influx of tourists. Budget 2025 will focus on upgrading facilities and systems at all entry ports in enhancing Malaysia's readiness to leverage the hosting of numerous nationwide meetings, incentives, conferences and exhibitions (MICE) at both international and regional scales including the Malaysia's 2025 ASEAN Chairmanship and various 2025 visit state year programmes. The Government will also intensify efforts to promote Visit Malaysia Year 2026 through strategic advertising and promotional activities, as well as increase Malaysia's visibility at the World Expo. This will restore international tourist arrivals to the pre-pandemic period and reaffirm Malaysia's status as one of the top tourism destinations globally.

(Source: *Economic Outlook 2025, Ministry of Finance*)

7.5 Prospects of our Group

Eden Group is a diversified group of entities with 2 operating segments, classified under energy and F&B and tourism segments. All of its present operations are located within Malaysia. The energy segment operates power plants as an IPP in Kelantan (Sungai Kenerong Plant) and in Sabah (Libaran Plant). Under the F&B and tourism segment are the catering and restaurant divisions as well as the operations of an aquarium, commercial retail spaces, and its related activities. A summary of the financial performance of our Group's 2 operating segments, being the energy and F&B and tourism segments for the FYE 30 June 2024 is as follows:

	Energy		F&B and tourism	
	RM'000	(1)%	RM'000	(1)%
Revenue	149,741	84.1	28,372	15.9
Profit before taxation	7,839	8.6	5,765	6.3

Note:

- (1) Calculated based on the revenue or profit before taxation over the consolidated revenue or consolidated profit before taxation respectively.

Our Group's RE plant (Sungai Kenerong Plant) is expected to continue to remain in the forefront in driving our Group's performance within the RE sector, the expansion of which will be one of the main focuses in our Group's development plan. The continuous upgrading works for the Sungai Kenerong Plant will ensure that the plant's reliability is further strengthened and will form the basis for its concession's extension in support of the government of Malaysia's policies under the NETR. The NETR aims to achieve 70% RE installed capacity by the year 2050, which presents significant opportunities for our Group. To this end, we are participating in tenders for solar generation projects to increase our Group's contracted RE capacity. Our Group is also seeking to extend the relevant concession periods as well as increase the operating capacities of its existing power plants, while optimising generation and improving efficiency through effective maintenance schedules for both facilities. Hence, this segment maintains a positive outlook and will continue to drive our Group's progression. Nonetheless, currency volatility is continuously being monitored to manage any adverse effect on the segment's cost of repairs and maintenance, in particular the cost for spare parts.

The tourism segment is anticipating more tourist arrivals to Langkawi with the island's growing airline and cruise ship connectivity from international destinations, as well as the larger number of local visitors attracted by the various promotional activities led by the relevant authorities. In response to this promising trend, our Group will continue to closely engage with our business partners and local tourism authorities to elevate our marketing efforts and capture a larger share of the incoming tourists. Recognising Langkawi's potential, our Group is also embarking on the enhancement and upgrading of the aquarium facility to increase its value propositions and attract a higher number of visitors. The redevelopment will not only focus on the exhibition and retail spaces but also on the values brought about by research and development programmes in penguin husbandry which place greater emphasis on the educational aspects of its exhibits.

The F&B segment is shifting its business model to focus on business-to-business operations. This transition involves among others, seeking new F&B service contracts for expansion, while also pursuing avenues further up the value chain to mitigate rising raw material and operating costs. Notwithstanding the above, our Group remains cautious on the performance of the F&B and tourism segment which is susceptible to inflationary pressures amidst uncertain consumer ability and willingness to spend.

The Proposed Debt Settlement, which involves the transfer of the Land, is expected to potentially enable our Group to benefit from the capital appreciation of the Land arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

The Land is strategically located in an industrial area which is densely populated area, with good infrastructure and amenities. It is also expected to benefit from among others, the following development of infrastructure projects in the state of Pahang:

- (i) ECRL;
- (ii) Kuantan Skytrain project;
- (iii) Central Spine Road Highway Federal FT 34 Kota Bharu;
- (iv) Tanah Putih Intersection Flyover to Tanjung Lumpur;
- (v) Kuantan International Airport; and
- (vi) Kuantan Waterfront Resort City.

Taking into consideration of the above, our Group expects the Land will appreciate in value in line with the increased economic activities arising from the above infrastructure projects in the state of Pahang.

Our Group remains committed to a progressive path by adapting to industry changes and harnessing key growth opportunities, despite potential challenges from the volatile geopolitical and global economic environment.

(Source: Management of our Company)

8. RISK FACTORS

8.1 Delay or non-completion of Proposed Debt Settlement

The Proposed Debt Settlement is subject to the terms and conditions of the DSA (as varied by the Supplemental DSA). In the event the conditions precedent stated in the DSA (as varied by the Supplemental DSA) are not fulfilled, the DSA (as varied by the Supplemental DSA) may be terminated and the potential benefits expected to arise from the Proposed Debt Settlement will not materialise. In such an event, our Group intends to exercise all necessary actions to protect its interests and recover the Debt. This includes negotiating a new repayment plan and/or securing the transfer of another suitable asset from Zil, as well as pursuing legal remedies. In this regard, if our Company is unable to recover the Debt arising from the Proposed Debt Settlement, the amount of approximately RM45.6 million may be partially or fully impaired, which would negatively impact our Group's financial position.

There is no assurance that the Proposed Debt Settlement will not be exposed to risks such as the inability by either party to fulfil the terms and conditions of the DSA (as varied by the Supplemental DSA). However, our Group will take all reasonable steps that are within its control and to closely monitor the progress of all other conditions precedent to be fulfilled by the parties to ensure that the conditions precedent are fulfilled by the stipulated date and in accordance with the provisions of the DSA (as varied by the Supplemental DSA).

8.2 Risk of compulsory acquisition

Pursuant to the Land Acquisition Act 1960, the relevant state authority has the power to compulsorily acquire any land within the jurisdiction of such relevant state authority in Malaysia. If all or any portion of the Land is compulsorily acquired by the relevant state authority at any point in time, the amount of such compensation may be less than the Exchange Value.

In the event of a compulsory acquisition prior to the Completion Date, Stratavest or Vista will have the option to either terminate the DSA (as varied by the Supplemental DSA) or affirm and complete the DSA (as varied by the Supplemental DSA) where the compensation payable will be paid to the benefit of Vista. In such event, the amount of compensation to be awarded may be based on the market value of the property and assessed on the basis prescribed in the Land Acquisition Act 1960 and other relevant laws. If the amount of compensation is lower or higher than the Exchange Value, the Parties shall discuss and agree on the adjustment to be made and the manner in which the adjustment amount is to be dealt with, failing which the DSA (as varied by the Supplemental DSA) shall be terminated.

9. HIGHEST PERCENTAGE RATIO FOR THE PROPOSED DEBT SETTLEMENT

The highest percentage ratio applicable to the Proposed Debt Settlements pursuant to Paragraph 10.02(g)(i) of the Listing Requirements is approximately 17.8% calculated based on the aggregate value of the consideration which is equivalent to the Exchange Value over the consolidated NA of our Company as at 30 June 2023.

10. HISTORICAL SHARE PRICES

The monthly highest and lowest transacted market prices of Eden Shares traded on Bursa Securities for the past 12 months from January 2024 to December 2024 are as follows:

	High RM	Low RM
<u>2024</u>		
January	0.240	0.160
February	0.175	0.150
March	0.170	0.150
April	0.165	0.145
May	0.150	0.140
June	0.185	0.145
July	0.180	0.150
August	0.155	0.135
September	0.160	0.145
October	0.155	0.140
November	0.155	0.140
December	0.165	0.150

The last transacted market price of Eden Shares on 24 April 2024, being the last market day immediately prior to the announcement of the Proposals RM0.165

The last transacted market price of Eden Shares as at the LPD RM0.150

(Source: Bloomberg)

11. APPROVALS REQUIRED AND CONDITIONALITY

The Proposals are subject to the following being obtained:

- (i) approval from Bursa Securities for the following:
 - (a) admission of up to 252,677,976 Warrants C to the Official List of Bursa Securities;
 - (b) listing of and quotation for up to 252,677,976 Warrants C and up to 252,677,976 new Eden Shares to be issued arising from the exercise of the Warrants C on the Main Market of Bursa Securities; and
 - (c) listing of and quotation for such number of new Eden Shares, representing up to 15% of the total number of issued Shares at any point in time during the ESOS Period to be issued arising from the exercise of the ESOS Options on the Main Market of Bursa Securities,

which was obtained vide its letter dated 20 December 2024, subject to the following conditions:

No.	Conditions	Status of compliance
(aa)	the maximum number of new Eden Shares to be issued arising from the exercise of the new Warrants C must be in full compliance with Paragraph 6.50 of the Listing Requirements at all times;	To be complied
(bb)	Eden and HLIB must fully comply with the relevant provisions under the Listing Requirements pertaining to the implementation of the Proposed Free Warrants and Proposed ESOS;	To be complied
(cc)	HLIB is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESOS pursuant to Paragraph 6.43(1) of the Listing Requirements and stating the effective date of implementation;	To be complied
(dd)	Eden/HLIB to furnish Bursa Securities with the certified true copy of the resolution passed by the shareholders at an EGM approving the Proposed Free Warrants and Proposed ESOS;	To be complied
(ee)	Eden and HLIB to inform Bursa Securities upon the completion of the Proposed Free Warrants and Proposed ESOS;	To be complied
(ff)	Eden and HLIB to furnish Bursa Securities with a written confirmation of its compliance with the terms and conditions of Bursa Securities' approval once the Proposed Free Warrants and Proposed ESOS are completed; and	To be complied
(gg)	Eden is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the exercise of Warrants C and Proposed ESOS respectively, as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied

- (ii) approval from the shareholders of our Company, for the Proposals at our forthcoming EGM; and

- (iii) consent from Pejabat Pengarah Tanah dan Galian Pahang for the transfer of the Land, which was obtained vide its letter dated 26 July 2024; and
- (iv) if required, approval by our Company's financier.

The Proposed Debt Settlement, Proposed Free Warrants and the Proposed ESOS are not inter-conditional upon each other.

The Proposals are not conditional upon any other corporate proposals undertaken or to be undertaken by Eden.

12. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED WITH THEM

12.1 Proposed Debt Settlement

The following Interested Directors of our Company have interests, direct and/or indirect, in the Proposed Debt Settlement:

- (i) Tan Sri Abd Rahim, our Executive Chairman, is a common major shareholder and also a director of both Eden and Zil;
- (ii) Puan Sri Fadzilah, our Executive Director, Group Special Projects, is also the director of Zil and a person connected to Tan Sri Abd Rahim; and
- (iii) Datin Nadia, our Group Managing Director, is also the director of Zil and a person connected to Tan Sri Abd Rahim.

Further, Zil being the major shareholder of our Company is deemed interested in the Proposed Debt Settlement by virtue of Zil being a party to the DSA.

As at the LPD, the shareholdings of the Interested Directors and Zil in Eden are as follows:

	As at the LPD			
	Direct		Indirect	
	No. of Eden Shares (‘000)	(1)%	No. of Eden Shares (‘000)	(1)%
Tan Sri Abd Rahim	-	-	(2)77,794	15.4
Puan Sri Fadzilah	7,112	1.4	-	-
Datin Nadia	14,643	2.9	-	-
Zil	34,000	6.7	(3)43,794	8.7

Notes:

- (1) Calculated over 505,355,953 Eden Shares as at the LPD.
- (2) Deemed interested by virtue of his direct interest of more than 20.0% equity interest in Zil and his direct interest of more than 20.0% equity interest in Serve Vest, which in turn holds shares in Serata Padu.
- (3) Deemed interested by virtue of its direct interest of more than 20.0% equity interest in Serve Vest, which in turn holds shares in Serata Padu.

Accordingly, the Interested Directors have abstained and will continue to abstain from all deliberations and voting at the meetings of our Board in relation to the Proposed Debt Settlement.

The Interested Directors and Zil will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolution pertaining to the Proposed Debt Settlement to be tabled at our forthcoming EGM. In addition, the Interested Directors and Zil shall ensure that persons connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolution pertaining to the Proposed Debt Settlement to be tabled at our forthcoming EGM.

Save as disclosed above, none of the Directors, major shareholders, and Chief Executive of Eden and/or persons connected to them has any interest, whether direct or indirect, in relation to the Proposed Debt Settlement.

12.2 Proposed Free Warrants

None of the Directors and/or major shareholders, chief executive and/or persons connected with them has any interest, direct and indirect, in Proposed Free Warrants other than their respective entitlements under the Proposed Free Warrants as shareholders of our Company, to which all Entitled Shareholders are similarly entitled to.

12.3 Proposed ESOS

All the executive Directors of our Company are eligible to participate in the Proposed ESOS, and are therefore deemed interested in the Proposed ESOS to the extent of their respective proposed allocations, if any, as well as the proposed allocations to persons connected with them, if any, under the Proposed ESOS.

As our Board is desirous to allocate the ESOS Options to the executive Directors of our Company, each of the executive Directors will abstain from all Board deliberations and voting in respect of allocation of ESOS Options to themselves as well as the allocations to any persons connected with them.

The executive Directors of our Company shall abstain from voting in respect of any of their direct and/ or indirect shareholdings in our Company, on the resolutions to be tabled for the Proposed ESOS and any of their respective proposed allocation of ESOS Options as well as to any proposed allocation of ESOS Options to the persons connected with them (if any) at our forthcoming EGM.

Further, the executive Directors of our Company will undertake to ensure that any persons connected with them, will abstain from voting in respect of any of their direct and/or indirect shareholdings in our Company on the ordinary resolutions pertaining to the Proposed ESOS and their respective proposed allocation of ESOS Options and proposed allocation of ESOS Options to the persons connected with them (if any) to be tabled at our forthcoming EGM.

Save as disclosed below, none of our Directors, major shareholders, chief executive of Eden and/or persons connected to them, if any, has any interest, direct and/or indirect, in the Proposed ESOS:

Name	Designation/ relationship to Directors, major shareholders and/or chief executive of Eden
(i) Tan Sri Abd Rahim	Executive Chairman/ Tan Sri Abd Rahim is the spouse of Puan Sri Fadzilah and parent of Datin Nadia
(ii) Datin Nadia	Group Managing Director/ Datin Nadia is the child of Tan Sri Abd Rahim and Puan Sri Fadzilah
(iii) Puan Sri Fadzilah	Executive Director, Group Special Projects/ Puan Sri Fadzilah is the spouse of Tan Sri Abd Rahim and parent of Datin Nadia
(iv) Dato' Nik Mohd Fuad Bin Wan Abdullah	Executive Director, Group Corporate Affairs

	Name	Designation/ relationship to Directors, major shareholders and/or chief executive of Eden
(v)	Dato' Mohd Ramli	Director of Underwater World Langkawi Sdn Bhd, a wholly-owned subsidiary of Eden/ Dato' Mohd Ramli is the sibling of Tan Sri Abd Rahim
(vi)	Noordini	Manager, Group Administration/ Noordini is the sibling of Puan Sri Fadzilah and spouse of Amir
(vii)	Amir	Assistant General Manager, Internal Audit and Risk Management/ Amir is the spouse of Noordini

The direct and/or indirect shareholdings of the executive Directors as at the LPD are set out below:

	As at the LPD			
	Direct		Indirect	
	No. of Shares (‘000)	(1)%	No. of Shares (‘000)	(1)%
Tan Sri Abd Rahim	-	-	⁽²⁾ 77,794	15.4
Puan Sri Fadzilah	7,112	1.4	-	-
Datin Nadia	14,643	2.9	-	-
Dato' Nik Mohd Fuad Bin Wan Abdullah	-	-	-	-

Notes:

- (1) Based on 505,355,953 number of Eden Shares as at the LPD.
- (2) Deemed interested by virtue of his direct interest of more than 20.0% equity interest in Zil and his direct interest of more than 20.0% equity interest in Serve Vest, which in turn holds shares in Serata Padu.

13. ADVISERS

HLIB has been appointed by Eden as the Principal Adviser for the Proposals.

In view that the Proposed Debt Settlement is deemed a related party transaction under Paragraph 10.08 of the Listing Requirements, UOBKH has been appointed as the Independent Adviser on 23 April 2024 to undertake the following in relation to the Proposed Debt Settlement:

- (i) comment as to whether the Proposed Debt Settlement is:
 - (a) fair and reasonable in so far as the non-interested shareholders of Eden are concerned;
 - (b) to the detriment of the non-interested shareholders of Eden,
- (ii) advise the non-interested shareholders of Eden on whether they should vote in favour of the Proposed Debt Settlement; and
- (iii) take all reasonable steps to satisfy itself that it has a reasonable basis to make the comments and advice for subparagraphs (i) and (ii) above.

14. ESTIMATED TIMEFRAME FOR COMPLETION/ IMPLEMENTATION

Barring any unforeseen circumstances and subject to all required approvals being obtained, the Proposals are expected to be completed by the first quarter of 2025.

The tentative timetable for the implementation of the Proposals is as follows:

Tentative timetable	Events
24 January 2025	Our forthcoming EGM
Mid-March 2025	Completion of the Proposed Debt Settlement
End March 2025	Completion of the Proposed Free Warrants
Mid-May 2025	Effective date of the Proposed ESOS

15. CORPORATE EXERCISE ANNOUNCED BUT PENDING COMPLETION

Save for the Proposals (which is the subject matter of this Circular), there is no other outstanding proposals which have been announced but not yet completed as at the LPD.

16. TOTAL AMOUNT TRANSACTED WITH THE SAME RELATED PARTIES IN THE PRECEDING 12 MONTHS

Save for the Proposed Debt Settlement as set out in this Circular, our Group has not entered into any transactions (as defined in Chapter 10 of the Listing Requirements) with the Interested Directors and Zil in the 12 months preceding the date of this Circular.

17. AUDIT AND RISK COMMITTEE'S RECOMMENDATION

The Audit and Risk Committee, after having considered the evaluation of UOBKH on the fairness and reasonableness of the Proposed Debt Settlement and the relevant aspects of the Proposed Debt Settlement, including but not limited to the:

- (i) salient terms of the DSA and Supplemental DSA;
- (ii) basis and justification of the Exchange Value; and
- (iii) rationale and effects of the Proposed Debt Settlement,

is of the opinion that the Proposed Debt Settlement is in the best interest of Eden, is fair, reasonable and on normal commercial terms and is not detrimental to the interest of the non-interested shareholders of Eden.

18. DIRECTORS' STATEMENT AND RECOMMENDATION

Our Board (save for the Interested Directors), having considered all aspects of the Proposals, including but not limited to the rationale and effects of the Proposals, salient terms of the DSA and Supplemental DSA, basis and justification of the Exchange Value and evaluation of UOBKH for the Proposed Debt Settlement, is of the opinion that the Proposals are in the best interests of our Company.

Accordingly, our Board (save for the Interested Directors) recommends that you vote in favour of the resolution pertaining to the Proposals at our forthcoming EGM.

In view that the Interested Directors and/or the individual Directors on our Board are deemed interested in the Proposed Debt Settlement and the Proposed ESOS to the extent of their respective allocations, as well as the allocations to persons connected with them (if any) under the Proposed ESOS, respectively, they abstain from forming an opinion and making any recommendation on the resolutions in relation to the Proposed Debt Settlement and Proposed ESOS to be tabled at our forthcoming EGM.

19. OUR FORTHCOMING EGM

Our forthcoming EGM, the notice which is set out in this Circular, will be conducted on a virtual basis vide the online meeting platform hosted on Securities Services e-Portal at <https://sshsb.net.my/> at the broadcast venue, which is the main venue of our forthcoming EGM, at the Meeting Room of Securities Services (Holdings) Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan on Friday, 24 January 2025 at 10.00 a.m., or at any adjournment thereof, to consider and, if thought fit, passing the ordinary resolutions with or without modifications so as to give effect to the Proposals.

If you are unable to attend, participate, speak and vote in person at our forthcoming EGM and/or wish to appoint a proxy to represent you, you are requested to complete, sign and return the enclosed Form of Proxy, in accordance with the instructions contained therein, to be deposited at SS E Solutions Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, not less than 48 hours before the time stipulated for holding our forthcoming EGM, or any adjournment thereof. The proxy appointment may also be submitted electronically via Securities Services e-Portal at <https://sshsb.net.my/>. The depositing of the Form of Proxy will not preclude you from attending and voting in person at our forthcoming EGM should you subsequently wish to do so.

Should you wish to personally participate at our forthcoming EGM remotely, please register electronically via Securities Services e-Portal at <https://sshsb.net.my/> by the registration cut-off date and time. Please refer to the Administrative Guide for further details.

20. FURTHER INFORMATION

You are advised to refer to the attached appendices for further information.

Yours faithfully,
For and on behalf of our Board of
EDEN INC. BERHAD

DATO' NIK MOHD FUAD BIN WAN ABDULLAH
Executive Director, Group Corporate Affairs

PART B

**INDEPENDENT ADVICE LETTER FROM UOBKH TO THE
NON-INTERESTED SHAREHOLDERS OF EDEN IN RELATION TO THE
PROPOSED DEBT SETTLEMENT**

EXECUTIVE SUMMARY

All definitions used in this Executive Summary shall have the same meaning as the words and expressions defined in the "Definitions" section in Part A of the Circular, except where the context otherwise requires or where otherwise defined herein. All references to "we", "us" or "our" are references to UOBKH, being the independent adviser for the Proposed Debt Settlement.

This Executive Summary is intended to be a brief summary of this IAL. Non-interested shareholders of Eden are advised to read and understand this IAL in its entirety, together with the letter to shareholders in Part A of the Circular and the accompanying appendices for other relevant information and not to rely solely on this Executive Summary in forming an opinion on the Proposed Debt Settlement.

Non-interested shareholders of Eden are also advised to carefully consider the recommendations contained therein before voting on the ordinary resolution to give effect to the Proposed Debt Settlement to be tabled at the forthcoming EGM of the Company.

If you are in doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

1. INTRODUCTION

On 24 April 2024, HLIB had, on behalf of the Board, announced amongst others, that Stratavest (a wholly-owned subsidiary of Eden), Vista (a wholly-owned subsidiary of Eden) and Zil (collectively, the "**Parties**") had on 24 April 2024 entered into a DSA for the Proposed Debt Settlement of RM45,648,878 due from Zil to Stratavest by way of transfer of the Land by Zil to Vista for a total value of RM50,500,000 where the remainder of the Land value, net of the Debt, will be satisfied by Vista to Zil via Cash Payment amounting to RM4,851,122.

On 21 October 2024, HLIB had, on behalf of the Board, announced that the Parties had entered into the Supplemental DSA on even date to vary certain terms of the DSA which entails the following:-

- (i) Eden, on behalf of Stratavest and Vista, renegotiated with Zil to vary the terms of the Proposed Debt Settlement and the Parties have agreed that the Proposed Debt Settlement shall only comprise the transfer of the Land, without any cash payment. As such, the transfer of the Land is to be completed at a value of RM45,648,878, which represents the Debt; and
- (ii) the Parties agreed to extend the timeframe to satisfy the Conditions Precedent from 6 months commencing from the date of the DSA to 12 months commencing from the date of the DSA and/or such further period as may be agreed upon in writing between the Parties,

and the corresponding clauses to the DSA in relation to the above.

In view of the interests of the Interested Directors and Zil (major shareholder of Eden) as set out in Section 12.1, Part A of the Circular, the Proposed Debt Settlement is deemed a related party transaction pursuant to Paragraph 10.08 of the Listing Requirements.

Accordingly, on 23 April 2024, UOBKH has been appointed as the Independent Adviser to advise the Company's non-interested Directors and non-interested shareholders of Eden in respect of the Proposed Debt Settlement.

The purpose of this IAL is to provide the non-interested shareholders of Eden with an independent evaluation as to:-

- (i) whether the Proposed Debt Settlement is fair and reasonable insofar as the non-interested shareholders of Eden are concerned;

EXECUTIVE SUMMARY (CONT'D)

- (ii) whether the Proposed Debt Settlement is detrimental to the interest of the non-interested shareholders of Eden; and
- (iii) our recommendation on whether the non-interested shareholders of Eden should vote in favour or against the resolution pertaining to the Proposed Debt Settlement to be tabled at the forthcoming EGM.

2. EVALUATION OF THE PROPOSED DEBT SETTLEMENT

In evaluating the Proposed Debt Settlement, we have taken into consideration the following factors in forming our opinion:-

Section in this IAL	Area of evaluation	Our comments
Section 6.1	Mode of settlement	We are of the opinion that the mode of settlement is REASONABLE and NOT DETRIMENTAL to the interests of the non-interested shareholders of Eden.
Section 6.2	Basis and justification in arriving at the Exchange Value	As set out in Section 2.1.5, Part A of the Circular, the Exchange Value at RM45.65 million represents an implied discount of approximately 11.3% to the market value of the Land of RM51.40 million ascribed by the Valuer as at 26 September 2024. <u>Exchange Value</u> As a result of the renegotiation between the Parties leading to the Supplemental DSA, Eden Group is no longer required to fork out any cash payment to make up the difference between the Debt and Land value. Furthermore, the Group will receive the Land at an implied Exchange Value of RM45.65 million to set off the Debt by an equivalent amount. Such Exchange Value represents an implied discount of approximately 11.3% to the update market value of the Land of RM51.40 million Accordingly, as part of the exchange to set off the Debt, Eden Group will be able to secure a more valuable asset (Land) which carries a market value that exceeds the Exchange Value by RM5.75 million. This essentially creates a substantial buffer and further strengthens the asset base of the Group, without the need to incur additional investment cost, and at the same time, eliminates the Group's exposure to the Debt that no longer yields any monetary benefit. The Land may also appreciate in the long-term arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land. Therefore, the terms of the Supplemental DSA are beneficial to Eden Group from an asset trade-off perspective. <u>Market value of the Land</u> In arriving at the market value of the Land, we noted that the Valuer had appraised the Land using the comparison

Section in this IAL	Area of evaluation	Our comments
		approach and we have reviewed the key bases and assumptions adopted by the Valuer and are satisfied with the reasonableness of the key bases and assumptions. Under the comparison approach, the market value of the property is derived by comparing the property with similar properties that have been sold recently and those that are currently being offered for sale in the vicinity or other comparable localities. We are of the view that the Exchange Value pursuant to the Proposed Debt Settlement is FAIR AND REASONABLE and NOT DETRIMENTAL to the interests of the non-interested shareholders of Eden.
Section 6.3	Rationale of the Proposed Debt Settlement	We are of the opinion that the rationale of the Proposed Debt Settlement is REASONABLE and NOT DETRIMENTAL to the interests of the non-interested shareholders of Eden as the Proposed Debt Settlement:- (i) the settlement of Debt owing to Stratavest (an IPP company) via transfer of the Land to Vista (intended as an investment property holding company) will enable Eden Group to streamline its segment operations and align assets with the respective core business objective of its subsidiaries, which is a commercial norm in practice for internal rationalisation purposes and is beneficial to the Group as a whole; (ii) the Proposed Debt Settlement will enable the Company to potentially strengthen the financial position of the Group, wherein the Group will be able to strengthen its asset base by settling the long outstanding amount due from holding company in exchange for receiving the Land; (iii) when comparing the two assets (Land and Debt), the Debt is non-interest bearing and will no longer yield any monetary benefit to the Group, and will further otherwise be subject to recoverability efforts and/or impairment testing which typically consume time and costs. On the other hand, the Land is a tangible asset strategically located in the Gebeng industrial area, which is familiar to Eden Group as the Land is located near its own existing land bank in Gebeng. After the Land injection, the Group's land bank will increase from 361.5 acres to approximately 416.6 acres; and (iv) Eden Group may stand to benefit from capital appreciation of the Land in the long-term arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

EXECUTIVE SUMMARY (CONT'D)

Section in this IAL	Area of evaluation	Our comments
Section 6.4	Effects of the Proposed Debt Settlement	The Proposed Debt Settlement does not involve the issuance of new ordinary shares in Eden and will not have any effect on the issued share capital and the substantial shareholders' shareholdings of Eden. The Proposed Debt Settlement will not have any material effect on the Group's NA, NA per Share and gearing level as the Debt will be offset against the Land at the Exchange Value. Upon completion of the Proposed Debt Settlement, save for the one-off reversal on impairment loss of Debt amounting to approximately RM4.3 million and defrayment of estimated expenses incidental to the Proposals, the Proposed Debt Settlement is not expected to have any other material effect on the earnings and EPS of Eden Group for the FYE 30 June 2025. On a longer-term horizon, Eden Group may stand to benefit from capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land. Hence, we are of the view that the financial effects of the Proposed Debt Settlement are NOT DETRIMENTAL to the interests of the non-interested shareholders of Eden.
Section 6.5	Industry overview and outlook and future prospects	We are of the view that the outlook and prospects of the Land are NOT DETRIMENTAL to the non-interested shareholders of Eden premised on the following:- (a) the Land injection would allow the Group to strengthen its asset base and expand its landbanks in Gebeng; and (b) the Land, which is strategically located in Gebeng industrial area, may potentially benefit from capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land. Based on the generally positive outlook and strategic location of the Land, we are of view that the Proposed Debt Settlement is expected to augur well for the Group's prospects in the long-term.
Section 6.6	Risk factors of the Proposed Debt Settlement	We take note of the risk factors mentioned in Section 8, Part A of the Circular. We are of the opinion that the risks are REASONABLE and the Board and management of the Group are expected to take steps to mitigate the risks to the extent possible.
Section 6.7	Salient terms of the DSA and Supplemental DSA	We find the salient terms of the DSA to be generally REASONABLE and NOT DETRIMENTAL to the interest of the non-interested shareholders of Eden.

3. CONCLUSION AND RECOMMENDATION

Based on our evaluation, we are of the opinion that, on the basis of the information available to us, the Proposed Debt Settlement is **FAIR AND REASONABLE** and **NOT DETRIMENTAL** to the non-interested shareholders of Eden.

As such, we advise and recommend that the non-interested shareholders of Eden to **VOTE IN FAVOUR** of the ordinary resolution pertaining to the Proposed Debt Settlement to be tabled at the forthcoming EGM of the Company.

Registered Office:

Suite 19-03, 19th Floor
Menara Keck Seng
203 Jalan Bukit Bintang
55100 Kuala Lumpur
Malaysia

9 January 2025

To: The non-interested shareholders of Eden Inc. Berhad

Dear Sir/Madam,

EDEN INC. BERHAD ("EDEN" OR THE "COMPANY")

**INDEPENDENT ADVICE LETTER TO THE NON-INTERESTED SHAREHOLDERS OF EDEN IN
RELATION TO THE PROPOSED DEBT SETTLEMENT**

This IAL is prepared for inclusion in the Circular in relation to the Proposed Debt Settlement. All definitions used in this IAL shall have the same meaning as the words and expressions defined in the "Definitions" section in Part A of the Circular, except where the content otherwise requires or where otherwise defined herein. All references to "we", "us" or "our" are references to UOBKH, being the independent adviser for the Proposed Debt Settlement.

1. INTRODUCTION

On 24 April 2024, HLIB had, on behalf of the Board, announced that Eden proposed to undertake amongst others, the Proposed Debt Settlement. Stratavest and Vista had on even date entered into the DSA with Zil for the Proposed Debt Settlement of RM45,648,878 due from Zil to Stratavest by way of transfer of the Land by Zil to Vista for a total value of RM50,500,000 where the remainder of the Land value, net of the Debt, will be satisfied by Vista to Zil via Cash Payment amounting to RM4,851,122.

On 21 October 2024, HLIB had, on behalf of the Board, announced that the Parties had entered into the Supplemental DSA on even date to vary certain terms of the DSA which entails the following:-

- (i) Eden, on behalf of Stratavest and Vista, renegotiated with Zil to vary the terms of the Proposed Debt Settlement and the Parties have agreed that the Proposed Debt Settlement shall only comprise the transfer of the Land, without any cash payment. As such, the transfer of the Land is to be completed at a value of RM45,648,878, which represents the Debt; and
- (ii) the Parties agreed to extend the timeframe to satisfy the Conditions Precedent from 6 months commencing from the date of the DSA to 12 months commencing from the date of the DSA and/or such further period as may be agreed upon in writing between the Parties,

and the corresponding clauses to the DSA in relation to the above.

In view of the interests of the Interested Directors and Zil (major shareholder of Eden) as set out in Section 12.1, Part A of the Circular, the Proposed Debt Settlement is deemed a related party transaction pursuant to Paragraph 10.08 of the Listing Requirements.

Accordingly, on 23 April 2024, UOBKH has been appointed as the Independent Adviser to advise the Company's non-interested Directors and non-interested shareholders of Eden in respect of the Proposed Debt Settlement.

The purpose of this IAL is to provide the non-interested shareholders of Eden with an independent evaluation as to:-

- (i) whether the Proposed Debt Settlement is fair and reasonable insofar as the non-interested shareholders of Eden are concerned;
- (ii) whether the Proposed Debt Settlement is detrimental to the interest of the non-interested shareholders of Eden; and
- (iii) our recommendation on whether the non-interested shareholders of Eden should vote in favour or against the resolution pertaining to the Proposed Debt Settlement to be tabled at the forthcoming EGM.

Notwithstanding the above, the non-interested shareholders of Eden should rely on their own evaluation of the merits of the Proposed Debt Settlement before making a decision on the course of action to be taken at the forthcoming EGM of the Company.

This IAL is prepared solely for the use of the non-interested shareholders of Eden to consider the Proposed Debt Settlement and should not be used or relied upon by any other party for any other purposes whatsoever.

YOU ARE ADVISED TO READ THIS IAL, THE LETTER TO SHAREHOLDERS AS SET OUT IN PART A OF THE CIRCULAR TOGETHER WITH THE APPENDICES, AND TO CONSIDER CAREFULLY THE RECOMMENDATIONS CONTAINED HEREIN BEFORE VOTING ON THE ORDINARY RESOLUTION TO GIVE EFFECT TO THE PROPOSED DEBT SETTLEMENT TO BE TABLED AT THE FORTHCOMING EGM OF THE COMPANY.

IF YOU ARE IN DOUBT AS TO THE COURSE OF ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKERS, BANK MANAGERS, SOLICITORS, ACCOUNTANTS OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

2. SCOPE AND LIMITATIONS TO THE EVALUATION OF THE PROPOSED DEBT SETTLEMENT

We have not been involved in the formulation of, deliberations and negotiations of the terms and conditions pertaining to the Proposed Debt Settlement. Our terms of reference pursuant to our appointment as Independent Adviser to the non-interested Directors and non-interested shareholders of Eden are in accordance with the requirements relating to Independent Adviser as contained in Paragraphs 10.08(2) and (3) of the Listing Requirements and the Best Practice Guide in relation to Independent Advice Letters issued by Bursa Securities.

Our scope as Independent Adviser is limited to expressing an independent opinion on the Proposed Debt Settlement based on information and documents provided to us or which are available to us, including the following:-

- (i) the DSA and Supplemental DSA;
- (ii) the Valuation Report and Valuation Certificate dated 6 March 2024, and update Valuation Certificate dated 21 October 2024 prepared by the Valuer;
- (iii) the announcements made by the Company on 24 April 2024 and 21 October 2024 in relation to amongst others, the Proposed Debt Settlement;
- (iv) the information contained in Part A of the Circular together with the accompanying appendices;
- (v) other relevant information furnished to us by Eden or obtained in or derived from our discussion with the management and/or representatives of Eden vide meetings held on 23 April 2024, 9 July 2024 and 19 November 2024; and

- (vi) other relevant publicly available information including but not limited to, financial reports and announcements of Eden published on Bursa Securities' website, media/press release pertaining to information on ECRL, and company searches on parties relevant to our evaluation in this IAL.

We have relied on the Board and the management of Eden to take due care in ensuring that all the information, documents and representations provided to us by them to facilitate our evaluation of the Proposed Debt Settlement is accurate, valid and complete in all material aspects. We have also performed our reasonable check on the said information, documents and representations provided by the Company and where possible to certain extent, corroborating such information with independent sources.

Accordingly, we have not independently verified such information as stated above for its reliability, accuracy and/or completeness and have not undertaken any form of independent investigation into the business, affairs, operations, financial position or prospects of the Group and all relevant parties involved in the Proposed Debt Settlement.

The Board has confirmed that:-

- (i) after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements and/or information, the omission of which would make any statement herein inaccurate, incomplete or misleading in any respect;
- (ii) all material facts and information required for the purpose of our evaluation of the Proposed Debt Settlement and preparation of this IAL have been disclosed to us, and that there are no facts or information, the omission of which would make any information, confirmation and/or document supplied to us misleading, or would materially affect our evaluation, views and recommendation in this IAL; and
- (iii) the Board has seen, reviewed and accepted this IAL and they individually and collectively accept full responsibility for the accuracy and completeness of the information contained herein (save and except for opinions expressed by us).

In preparing this IAL, we have taken into consideration factors that we believe are of relevance and general importance for the assessment of the Proposed Debt Settlement and therefore of concern to the non-interested shareholders of Eden as a whole in arriving at our advice. We have not taken into consideration to the specific investment objectives, risk profiles, financial situations or particular needs of any individual non-interested shareholder or any specific group of non-interested shareholders. We recommend that any individual non-interested shareholder or group of non-interested shareholders who require specific advice in relation to the Proposed Debt Settlement in the context of their individual investment objectives, risk profiles, financial situations and particular needs should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers immediately.

The scope of our responsibilities with regards to our evaluation and recommendation is based on the assessment of fairness and reasonableness and other implications of the Proposed Debt Settlement and whether the Proposed Debt Settlement is detrimental to the non-interested shareholders of Eden. We will not be responsible for any damages or losses of any kind sustained or suffered by any individual non-interested shareholder or group of non-interested shareholders in reliance on the opinions stated herein for any purpose whatsoever.

Our opinions expressed in this IAL are, amongst others, based on economic, market and other conditions prevailing at, and the information and/or documents made available to us as at the LPD. Such conditions may change significantly over a short period of time. It should be noted that our evaluation and opinions expressed in this IAL do not take into account the information, events or conditions arising after the LPD.

We are satisfied that sufficient information has been disclosed to us in enabling us to formulate our recommendation. After making all reasonable enquiries and to the best of our knowledge and belief, the information used is reasonable, accurate, complete and free from material omission. Notwithstanding that, UOBKH shall not be under any responsibility or liability for any misstatement of fact or from any omissions therein.

Where required, we will notify the non-interested shareholders of Eden, after the despatch of this IAL and until the date of the EGM, if we become aware of the following:-

- (i) significant change affecting the information contained in this IAL;
- (ii) there is reason(s) to believe that the statements in this IAL are misleading and/or deceptive; or
- (iii) there is material omission in this IAL.

If circumstances require, a supplementary notice or report to this IAL will be issued to the non-interested shareholders of Eden.

3. **DECLARATION OF CONFLICT OF INTEREST AND OUR CREDENTIALS, EXPERIENCE AND EXPERTISE**

We confirm that there is no existing or potential conflict of interest situation for us to carry out our role as the Independent Adviser for the Proposed Debt Settlement and UOBKH does not have any other professional relationship with Eden in the past 2 years prior to the date of this IAL. Save for our current appointment as the Independent Adviser in relation to the Proposed Debt Settlement which is the subject matter of the Circular, we do not have any other professional relationship with Eden within the past 2 years before the LPD.

We are a holder of a Capital Markets Services Licence issued by the Securities Commission Malaysia as a Principal Adviser who is permitted to carry on the regulated activity of advising on corporate finance under the CMSA.

The corporate finance department of UOBKH supports clients in the areas of take-overs, mergers and acquisitions, initial public offerings, reverse take-overs, secondary equity issuance, capital markets coverage as well as independent advisory services. Our corporate finance team comprises experienced personnel with the requisite qualification and experience to provide amongst others, independent advice and render an opinion on the fairness and reasonableness of transactions relating to acquisitions, disposals and take-over offers.

Our credentials and recent experience as an independent adviser include, amongst others, the following:-

- (i) independent advice circular to the non-interested shareholders of LPI Capital Bhd ("**LPI**") dated 30 December 2024 in relation to the conditional mandatory take-over offer by Public Bank Berhad through Public Investment Bank Berhad to acquire all the remaining ordinary shares in LPI not already held by it;
- (ii) independent advice circular to the non-interested shareholders of Milux Corporation Berhad ("**Milux**") dated 9 December 2024 in relation to the unconditional mandatory take-over offer by ABS Capital Sdn Bhd through Maybank Investment Bank Berhad to acquire all the remaining ordinary shares in Milux not already held by it as well as Lim Aik Hoe, Lim Aik Kiat and Mak Wai Hoong;
- (iii) independent advice letter to the disinterested shareholders of MPHB Capital Berhad ("**MPHB**") dated 15 August 2024 in relation to the proposed selective capital reduction and repayment exercise of MPHB pursuant to Section 116 of the Act;
- (iv) independent advice letter to the non-interested shareholders of Solarvest Holdings Berhad ("**Solarvest**") dated 9 August 2024 in relation to the proposed acquisition of 4 levels of office space with 200 parking bays and a rooftop retail unit of an ongoing high-rise tower development project identified as Solarvest Tower in Bangsar South;

- (v) independent advice circular to the non-interested shareholders of KLK Sawit Nusantara Berhad ("**KLK**") dated 7 March 2024 in relation to the unconditional voluntary take-over offer by Kuala Lumpur Kepong Berhad through RHB Investment Bank Berhad to acquire all the remaining ordinary shares in KLK not already held by it;
- (vi) independent advice circular to the non-interested shareholders of Apollo Food Holdings Berhad ("**Apollo**") dated 18 January 2024 in relation to the unconditional mandatory take-over offer by Scoop Capital Sdn Bhd through Aminvestment Bank Berhad to acquire all the remaining ordinary shares in Apollo not already held by it;
- (vii) independent advice circular to the non-interested shareholders of Ewein Berhad ("**EB**") dated 17 July 2023 in relation to the unconditional mandatory take-over offer by Ooi Eng Leong through Aminvestment Bank Berhad to acquire all the remaining ordinary shares in EB not already held by him;
- (viii) independent advice letter to the non-interested shareholders of WCE Holdings Berhad ("**WCE**") dated 31 January 2023 in relation to the proposed disposal of the entire 40% equity interest in Radian Pillar Sdn Bhd;
- (ix) independent advice letter to the entitled shareholders of Damansara Holdings Berhad ("**DHB**") dated 11 January 2023 in relation to the proposed selective capital reduction and repayment exercise of DHB pursuant to Section 116 of the Act;
- (x) independent advice circular to the non-interested shareholders of Pesona Metro Holdings Berhad ("**PMHB**") dated 3 January 2023 in relation to the unconditional mandatory take-over offer by Wie Hock Kiong and Kombinasi Emas Sdn Bhd through RHB Investment Bank Berhad to acquire all the remaining ordinary shares in PMHB not already held by them;
- (xi) independent advice circular to the non-interested shareholders of Meta Bright Group Berhad ("**MBGB**") dated 11 October 2022 in relation to the unconditional mandatory take-over offer by Leading Ventures Sdn Bhd through Malacca Securities Sdn Bhd to acquire all the remaining ordinary shares and warrants in MBGB not already held by it as well as Dato' Lee Wai Mun; and
- (xii) independent advice circular to the non-interested shareholders of Olympia Industries Berhad ("**Olympia**") dated 18 August 2022 in relation to the conditional mandatory take-over offer by Duta Equities Sdn Bhd and Kenny Height Developments Sdn Bhd through RHB Investment Bank Berhad to acquire all the remaining ordinary shares in Olympia not already held by it as well as Tan Sri Dato' Yap Yong Seong and Puan Sri Datin Leong Li Nar.

4. DETAILS OF THE PROPOSED DEBT SETTLEMENT

The details of the Proposed Debt Settlement as extracted from Sections 2.1 and 2.1.1, Part A of the Circular are set out below:-

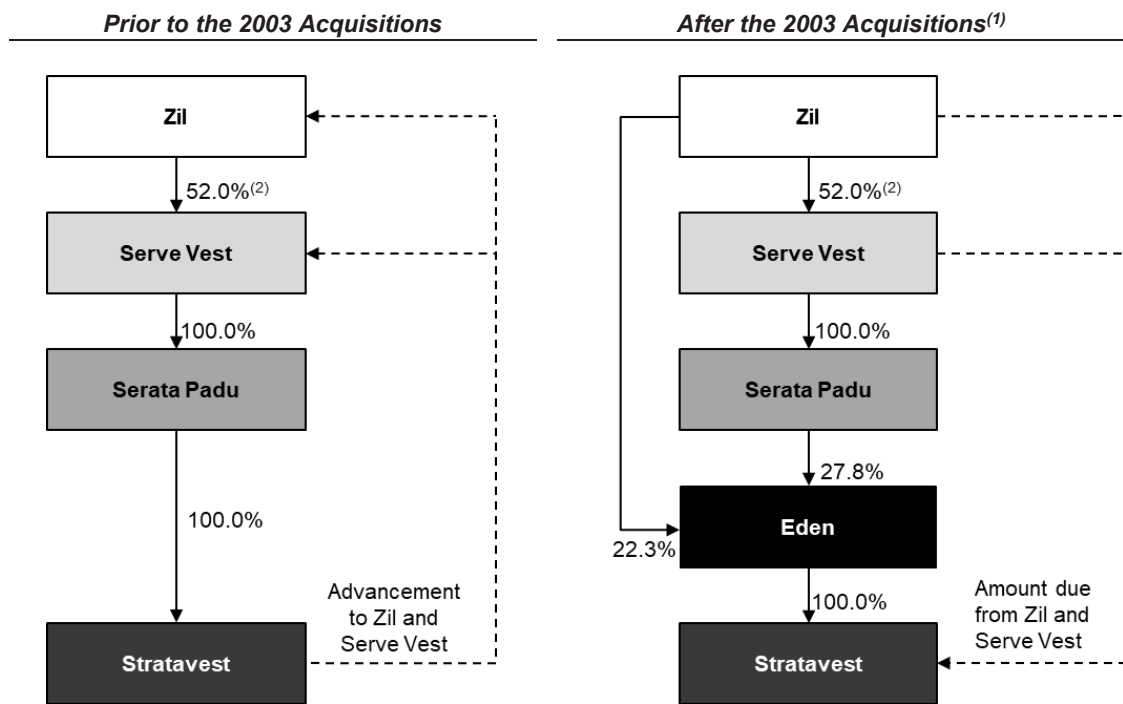
Our Company had on 24 April 2024 entered into the DSA (as varied by the Supplemental DSA) to settle the Debt by way of the transfer of the Land from Zil to Vista, pursuant to the terms and conditions contained in the DSA (as varied by the Supplemental DSA).

Background of the Debt

Prior to the 2003 Acquisitions, Stratavest had advanced a series of payments to Zil and Serve Vest amounting to approximately RM10.9 million and approximately RM11.3 million respectively. The advances were for working capital purposes.

Thereafter, on 25 August 2003, our Company had completed a corporate exercise which entailed, among others, the 2003 Acquisitions.

The corporate structure before and after the 2003 Acquisitions are as illustrated below:



Notes:

- (1) Shareholdings as at 23 September 2003.
- (2) The balance of 48.0% equity interest in Serve Vest had been acquired by Zil but the legal transfer was pending stamping and registration.

Following the completion of the 2003 Acquisitions, our Group had consolidated, among others, the Amount due from Zil and the Amount due from Serve Vest, which comprised principal advances from Stratavest amounting to approximately RM22.2 million with no fixed repayment term or period. The Amount due from Zil and the Amount due from Serve Vest had been subject to interest charges throughout the FYEs 31 December 2002 to 2018, a summary of which is as follows:

FYE ⁽¹⁾	Amount owing as at the beginning of the relevant ⁽¹⁾ financial year (A) (RM'000)	Repayment of principal amount (B) (RM'000)	⁽¹⁾ Interest charge (C) (RM'000)	Repayment of interest charge (D) (RM'000)	Amount owing as at the end of the relevant ⁽¹⁾ financial year (A) - (B) + (C) - (D) (RM'000)
2002 - 2006	22,227	-	9,015	-	31,242
2007 - 2015	31,242	-	27,311	-	58,553
2015 - 2018	58,553	(22,227)	11,376	(1,207)	46,495
2018 - 2024	46,495	-	-	(846)	45,649
Total		(22,227)	47,702	(2,053)	

Note:

- (1) 30 June or 31 December, as the case may be. Beginning FYE 2020, our Company had changed its financial year from 31 December to 30 June.

Further details on the Debt are as set out below.

For the respective FYEs 31 December 2002 to 2006, Stratavest had been charging interest on the Amount due from Zil and Amount due from Serve Vest, amounting to a total of approximately RM9.0 million. The interest charge as extracted from the audited financial statements of Stratavest for the FYEs 31 December 2002 to 2006 are as follows:

FYE 31 December	Principal amount (A) (RM'000)	⁽¹⁾Interest charge (B) (RM'000)	Amount owing as at the end of the respective financial year (A) + (B) (RM'000)
2002	22,227	346	22,573
2003	22,227	2,881	25,454
2004	22,227	2,659	28,113
2005	22,227	2,061	30,174
2006	22,227	1,068	31,242
Total		9,015	

Note:

(1) Extracted based on the audited financial statements of Stratavest for respective FYEs 31 December 2002 to 2006.

Commencing 2007, Stratavest had ceased to charge interest on the principal amount of approximately RM22.2 million pursuant to negotiations between Zil, Serve Vest and Stratavest for Zil and Serve Vest to repay the principal amount to Stratavest. As the negotiations had not resulted in any settlement of the principal amount of approximately RM22.2 million, in 2016, Stratavest had (i) re-commenced charging interest at the compounded rate of 7.0% per annum on the Amount due from Zil and the Amount due from Serve Vest; and (ii) charged interest at the same rate on the Amount due from Zil and the Amount due from Serve Vest for the period from 2007 to 2015.

The interest charges on the principal amount of approximately RM22.2 million for the FYEs 31 December 2007 to 2015 which amounted to approximately RM27.3 million are calculated in the following manner:

FYE 31 December	Amount owing at the beginning of the respective financial year (A) (RM'000)	⁽¹⁾Interest charge (B) (RM'000)	Amount owing as at the end of the respective financial year (A) + (B) (RM'000)
2007	31,242	2,258	33,500
2008	33,500	2,422	35,922
2009	35,922	2,597	38,519
2010	38,519	2,785	41,304
2011	41,304	2,986	44,290
2012	44,290	3,202	47,492
2013	47,492	3,433	50,925
2014	50,925	3,681	54,606
2015	54,606	3,947	58,553
Total		27,311	

Note:

(1) Calculated at the compounded interest rate of 7.0% per annum.

In 2016, Zil repaid approximately RM2.9 million, which was accounted for towards the principal amount and the next year, in 2017, Zil and Serve Vest repaid approximately RM9.1 million and approximately RM11.5 million respectively, which was accounted for towards the principal amount of approximately RM19.4 million and interest amount of approximately RM1.2 million, in the following manner:

FYE 31 December	Principal			Interest			Amount owing as at the end of the respective FYE 31 December (C) + (G)
	Principal amount (A)	Principal amount repaid (B)	Remaining principal amount (A) - (B) (C)	⁽¹⁾ Interest charge as at the beginning of the respective financial year (D)	Interest charge repaid during the financial year (E)	⁽¹⁾ Interest charge during the financial year (F)	Interest charge as at the end of the respective FYE 31 December (D) - (E) + (F) (G)
	(RM'000)	(RM'000)	(RM'000)	(RM'000)	(RM'000)	(RM'000)	(RM'000)
2016	22,227	(2,850)	19,377	⁽²⁾ 36,326	-	4,191	59,894
2017	⁽³⁾ 19,377	(19,377)	-	40,517	(1,207)	4,172	43,482
2018	-	-	-	43,482	-	3,013	46,495
Total		(22,227)			(1,207)	11,376	

Notes:

(1) Calculated at the compounded rate of 7.0% per annum.

(2) Calculated based on the following:

Total interest charge as at the end of FYE 31 December 2015	=	Interest charge for the FYEs 31 December 2002 to 2006	+	Interest charge for the FYEs 31 December 2007 to 2015
RM36.3 million	=	RM9.0 million	+	RM27.3 million

(3) Calculated based on the following:

Principal amount for the FYE 31 December 2017	=	Principal amount for the FYE 31 December 2016	-	Principal amount repaid in the FYE 31 December 2016
RM19.4 million	=	RM22.2 million	-	RM2.9 million

In April 2017, a deed of assignment was entered into between Stratavest and Zil which assigned the Amount due from Serve Vest together with any interest accrued, to Zil. Consequently, Zil became the sole party liable for the Amount due from Zil and the Amount due from Serve Vest. The amount due from Zil as at the end of the FYE 31 December 2018 is approximately RM46.5 million.

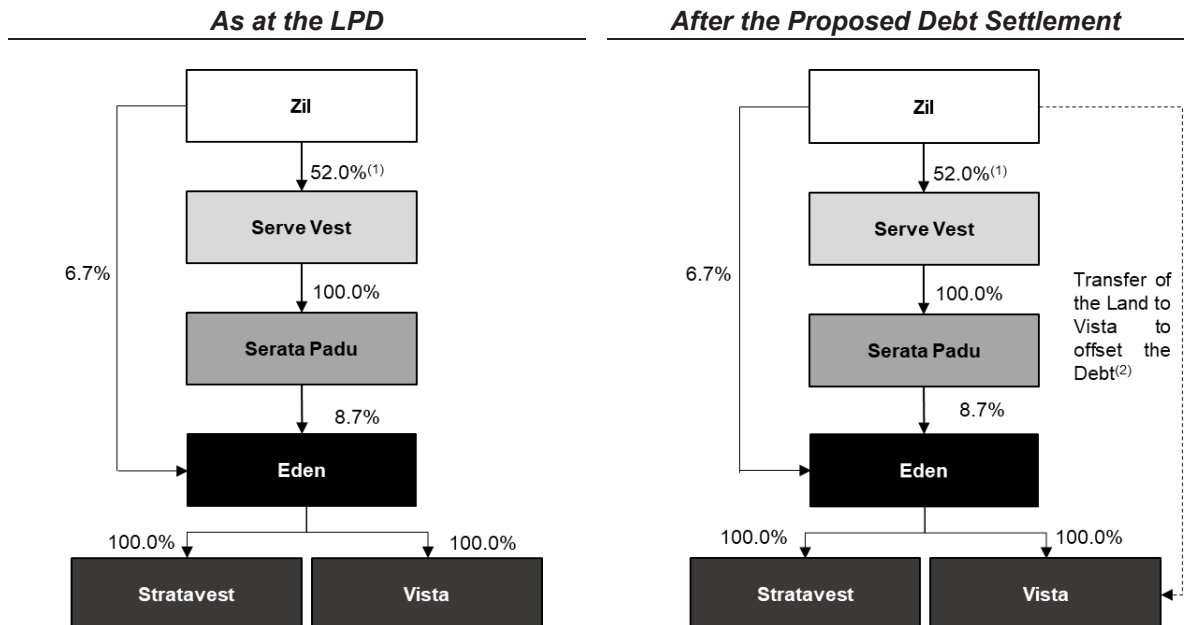
Thereafter, for the FYE 30 June 2023, Zil had managed to pare down a portion of the Debt by approximately RM0.8 million, resulting in the remaining Debt amounting to approximately RM45.6 million, calculated in the following manner:

Balance interest charge as at FYE 30 June 2024/ Debt	=	Balance interest charge as at the end of FYE 31 December 2018	-	Interest charge repaid for the FYE 31 December 2018
RM45.6 million	=	RM46.4 million	-	RM0.8 million

With Zil and Serve Vest having managed to pare down the amount owing to our Group through periodic payments, of both the (i) principal amount of approximately RM22.2 million; and (ii) a portion of the interest charge of approximately RM2.1 million, Zil and our Group had entered into negotiations for our Group to cease charging further interest on the Debt, which our Group had agreed in February 2020.

After taking into consideration the above, as at the LPD, the balance of the Debt owed by Zil, which comprises only of interest charges, is approximately RM45.6 million. As at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration of the impairment of approximately RM4.3 million.

The corporate structure as at the LPD and subsequent to the Proposed Debt Settlement is as follows:



Notes:

- (1) The balance of 48.0% equity interest in Serve Vest has been acquired by Zil but the legal transfer is pending stamping and registration.
- (2) Please refer to Section 5.1, Part A of the Circular for the rationale regarding the transfer of the Land to Vista.

In summary, we note the following milestones which gave rise to the Debt:-

(a) Principal of initial Debt (2003)

The 2003 Acquisitions entailed the acquisition by Eden of the entire interest in Stratevest which is a licensed IPP engaged in developing and operating a 60MW power plant in Sandakan, Sabah, for a concession period of 21 years (due for expiry in December 2019). The rationale for this exercise is to provide Eden Group with a diversified revenue base of power generation, in line with its broader objective to turnaround and have a better financial footing moving forward.

As part of the 2003 Acquisitions, Eden Group had consolidated, among others, the Amounts due from Zil and Serve Vest which comprised principal advances from Stratavest amounting to approximately RM22.23 million with no fixed repayment term or period.

(b) Interest charged (2002 to 2006)

From FYEs 2002 to 2006, Stratavest had charged interest on the principal Amounts to Zil and Serve Vest amounting to RM9.01 million, cumulatively. As at end of FYE 2006, the amount owing to Eden Group (through Stratavest) totalled RM31.24 million (comprising RM22.23 million in principal and RM9.01 million in interest).

(c) **Charging of interest (2007 to 2015)**

From 2007 onwards, Stratavest had ceased to charge interest on the principal amount of RM22.23 million pursuant to negotiations for the repayment of such amount. However, as the negotiations had not resulted in any settlement of the said principal amount, Stratavest had in 2016 (i) re-commenced charging interest at the compounded rate of 7.0% per annum on the Amounts due from Zil and Serve Vest; and (ii) charged backdated interest at the same rate on the Amounts due from Zil and Serve Vest for the period from 2007 to 2015. The backdated interest amounted to RM27.31 million in aggregate, which resulted in an increase in the amount owing to Eden Group (through Stratavest) totalling RM58.55 million (comprising RM22.23 million in principal and RM36.32 million in interest) as at end of FYE 2015.

(d) **Full repayment of Principal and partial repayment of Interest (2016 to 2018)**

In 2016 and 2017, Zil and Serve Vest have made full repayment of principal and partial repayment of interest amounting to RM23.43 million in aggregate. As a result thereto, and taking into account the continued interest charged from 2016 to 2018 amounting to RM11.38 million cumulatively, the Debt owing to Eden Group (through Stratavest) totalled RM46.50 million (comprising wholly of interest charged) as at end of FYE 2018.

Pursuant to a deed of assignment, all amounts owing were assigned to Zil who became the sole party liable for the Debt, which amounted to RM46.50 million as at the end of FYE 2018.

(e) **Cessation of interest charged on Debt (2019 to 2024)**

Zil and Eden Group had entered into negotiations in 2020 to cease charging further interest on the outstanding Debt as at FYE 2018. During FYE 2023, Zil repaid another sum of RM0.85 million. Hence, an amount of RM24.28 million (RM22.23 million and RM2.05 million of principal and interest respectively) was repaid in total. Accordingly, following the above, the balance of the Debt owed by Zil stood at RM45.65 million since the end of FYE 2024 up to the LPD.

We wish to highlight that as at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration of the impairment of approximately RM4.3 million. Upon its completion, the Proposed Debt Settlement will result in a one-off reversal of approximately RM4.3 million on impairment loss of Debt as a consequence of the full settlement of Debt amounting to RM45.6 million, and in turn contribute positively to the Group's EPS, which is further illustrated in Section 6.4, Part A of the Circular. In terms of financial impact, the said reversal on impairment loss is however a non-cash accounting adjustment, and will not have any direct effect on the Group's cash flow.

5. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED WITH THEM

As set out in Section 12.1, Part A of the Circular, save as disclosed below, none of the Directors, Major Shareholders, Chief Executive and/or persons connected with them have any interest, direct or indirect, in relation to the Proposed Debt Settlement:-

- (i) Tan Sri Abd Rahim, the Executive Chairman of Eden, is a common major shareholder and also a director of both Eden and Zil;

- (ii) Puan Sri Fadzilah, the Executive Director, Group Special Projects of Eden, is also the director of Zil and a person connected to Tan Sri Abd Rahim by virtue of her being the spouse of Tan Sri Abd Rahim; and
- (iii) Datin Nadia, the Group Managing Director of Eden, is also the director of Zil and a person connected to Tan Sri Abd Rahim by virtue of her being the child of Tan Sri Abd Rahim.

Further, Zil being the major shareholder of Eden is deemed interested in the Proposed Debt Settlement by virtue of Zil being a party to the DSA.

As at the LPD, the direct and indirect shareholdings of the Interested Directors and Zil are as follows:-

	<-----Direct----->		<-----Indirect----->	
	No. of Shares ('000)	% ⁽¹⁾	No. of Shares ('000)	% ⁽¹⁾
Tan Sri Abd Rahim	-	-	77,794 ⁽²⁾	15.4
Puan Sri Fadzilah	6,812	1.4	-	-
Datin Nadia	14,943	3.0	-	-
Zil	34,000	6.7	43,794 ⁽³⁾	8.7

Notes:-

⁽¹⁾ Based on 505,355,953 number of Eden Shares as at the LPD.

⁽²⁾ Deemed interested by virtue of his direct interest of more than 20.0% equity interest in Zil and his direct interest of more than 20.0% equity interest in Serve Vest, which in turn hold shares in Serata Padu.

⁽³⁾ Deemed interested by virtue of its direct interest of more than 20.0% equity interest in Serve Vest, which in turn holds shares in Serata Padu.

The interests of the Interested Directors and/or persons connected with them (together with their course of actions in relation to the Proposed Debt Settlement) are set out in Section 12.1, Part A of the Circular.

6. EVALUATION OF THE PROPOSED DEBT SETTLEMENT

In evaluating the Proposed Debt Settlement, we have taken into consideration the following factors in forming our opinion:-

No.	Area of evaluation	Section in this IAL
1	Mode of settlement	Section 6.1
2	Basis and justification in arriving at the Exchange Value	Section 6.2
3	Rationale of the Proposed Debt Settlement	Section 6.3
4	Effects of the Proposed Debt Settlement	Section 6.4
5	Industry overview and outlook and future prospects	Section 6.5
6	Risk factors of the Proposed Debt Settlement	Section 6.6
7	Salient terms of the DSA and Supplemental DSA	Section 6.7

6.1 Mode of settlement

The mode of settlement of the Proposed Debt Settlement as extracted from Section 2.1.4, Part A of the Circular and our commentaries are set out below:-

Pursuant to the DSA and the Supplemental DSA, the Debt of approximately RM45.6 million due from Zil to Stratavest shall be fully settled by way of the transfer of the Land from Zil to Vista.

Taking cognisance of the mode of settlement for the Proposed Debt Settlement as set out in Section 2.1.4, Part A of the Circular, we noted that simultaneously with the execution of the DSA, Zil shall execute the transfer in favour of Vista and thereafter, to be delivered to and deposited with the Stakeholder. Upon the DSA becoming unconditional, the said Stakeholder shall submit the transfer document at the land registry for registration of the Land in favour of Vista, the practice of which is customary in transactions of such nature.

The Proposed Debt Settlement via the transfer of the Land as opposed to cash settlement is viewed as a timely opportunity for Eden Group to reduce its Debt exposure which may be subject to impairment risk over time, in event the Debt cannot be recovered. Non-interested shareholders should note that the extent of provision for impairment would depend on the Group's periodic assessment of several factors such as risk of default and recoverability, progress of the recovery process and Zil's repayment ability. With a total of RM24.28 million in principal and interest under the Debt already repaid, Zil subsequently stopped repayment of the Debt since FYE 30 June 2023, and proposed the Land as the mode of settlement, which will enable Eden Group to secure a more valuable asset (Land) carrying a market value that exceeds the Exchange Value by RM5.75 million.

This essentially creates a substantial buffer and further strengthens the asset base of the Group, without the need to incur additional investment cost, and at the same time, eliminates the Group's exposure to the Debt that no longer yields any monetary benefit. Eden Group may also stand to benefit from capital appreciation of the Land in the long-term arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

Therefore, we are of the opinion the mode of settlement is reasonable and not detrimental to the interests of the non-interested shareholders of Eden.

6.2 Basis and justification in arriving at the Exchange Value

The basis and justification in arriving at the Exchange Value as extracted from Section 2.1.5, Part A of the Circular and our commentaries are set out below:-

The Valuer had ascribed a market value of RM50,500,000 to the Land on 6 March 2024. However pursuant to Paragraph 10.04(3)(b) of the Listing Requirements, the date of valuation which forms the basis of the valuation certificate included in the circular is to be not more than 6 months before the date of the circular issued to shareholders. Accordingly, the Valuer had carried out an update valuation on the Land on 26 September 2024, whereby the Valuer had ascribed an update market value of RM51,400,000 to the Land vide its update valuation certificate dated 21 October 2024.

Notwithstanding the update market value ascribed by the Valuer, our Company, on behalf of Stratavest and Vista, had negotiated with Zil to vary the terms of the Proposed Debt Settlement and the Parties have agreed that the Proposed Debt Settlement shall only comprise the transfer of the Land, at the value of the Debt, which is lower than the market value ascribed by the Valuer as at 26 September 2024.

The transfer of the Land at approximately RM45.6 million, represents an implied discount of approximately 11.3% or approximately RM5.8 million from the market value of the Land of RM51.4 million ascribed by the Valuer as at 26 September 2024.

The valuation had been carried out by the Valuer in accordance with the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia and with the necessary professional responsibility and due diligence.

The basis of valuation is the "Market Value" which is defined by the Malaysian Valuation Standards to be "the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

No allowances are made in the Valuer's valuation for any expense of realisation or for taxation which might arise in the event of a disposal, deemed or otherwise. The Valuer has considered the property as if free and clear of all charges, lien and all other encumbrances which may be secured thereon. The Valuer also assumed the property is free of statutory notices and outgoings.

In arriving at the market value of the Land, the Valuer has adopted the comparison approach of valuation as the only method of valuation as the Land has not been issued with any development order and there is no development planning. Further, there is no demand on the rental of a vacant industrial land within the vicinity of the Land hence, the investment method of valuation is not applicable for the purpose of valuing the Land. The Comparison Approach entails analysing recent transactions of similar properties within the locality of the Land with adjustments made for differences for e.g. in location, shape of the lot, size, site facilities, tenure and other relevant characteristics.

Our Board (save for the Interested Directors) is of the view that the transfer of the Land at the value of the Debt is justifiable after taking into consideration the following:

- (i) an implied discount of approximately 11.3% or approximately RM5.8 million from the update market value of the Land of RM51.4 million; and*
- (ii) accessibility and surroundings of the Land which comprise a mixture of residential, commercial and industrial developments as well as the development of the ECRL. ECRL which is targeted to be completed by end 2026, will connect the west and east coast of Peninsular Malaysia. This is expected to minimise the travel time and increase the commercial and industrial activities in the area.*

In arriving at the Exchange Value

Pursuant to the Supplemental DSA to vary certain terms of the DSA, we noted that the Parties have agreed that the Proposed Debt Settlement shall only comprise the settlement of Debt in exchange of the Land, without any cash payment to make up the remainder of the Land value. For shareholders' information, we summarise the key variation to the terms of the DSA pursuant to the Supplemental DSA as follows:-

	<u>DSA dated 24 April 2024</u>	<u>Supplemental DSA dated 21 October 2024</u>
Debt amount	RM45,648,878 due from Zil to Stratavest	RM45,648,878 due from Zil to Stratavest
Mode of settlement	Zil to transfer Land to Vista, where the market value of Land is RM50,500,000 (based on initial valuation date as at 6 March 2024). The remainder of Land value net of Debt shall be satisfied by Vista to Zil via cash payment of RM4,851,122.	Zil to transfer Land to Vista, where the market value of Land is RM51,400,000 (based on update valuation date as at 26 September 2024).

Based on the above, and as a result of the renegotiation between the Parties leading to the Supplemental DSA, we noted that Eden Group is no longer required to fork out any cash payment to make up the difference between the Debt and Land value. Furthermore, the Group will receive the Land at an implied Exchange Value of RM45.65 million to set off the Debt by an equivalent amount. Such Exchange Value represents an implied discount of approximately 11.3% to the update market value of the Land of RM51.40 million.

Accordingly, as part of the exchange to set off the Debt, Eden Group will be able to secure a more valuable asset (Land) which carries a market value that exceeds the Exchange Value by RM5.75 million. This essentially creates a substantial buffer and further strengthens the asset base of the Group, without the need to incur additional investment cost, and at the same, eliminates the Group's exposure to the Debt that no longer yields any monetary benefit. The Land may also appreciate in the long-term arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

Premised on the foregoing, we are of the opinion that the varied terms of the Supplemental DSA are beneficial to Eden Group from an asset trade-off perspective and not detrimental to the interest of the non-interested shareholders of Eden.

Methodologies and assumptions in arriving at the market value of the Land

We note that the Valuer had adopted the comparison approach as the sole valuation method in valuing the Land and no other alternative method of valuation such as residual method and cost method were considered as there is no planning approval for the Land yet.

For the comparison approach, the Valuer took into consideration the sales and other relevant market evidences of similar land and making adjustments thereto for value affecting factors such as location, access, tenure, size, shape, market conditions and other factors of the comparables.

The basis of valuation adopted is the market value which is defined as the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction.

Premised on the foregoing, we concur that the comparison approach be used as the sole valuation methodology to determine the market value of the Land and consider the valuation method applied and adopted by the Valuer in its valuation of the Land is reasonable as:-

- a. the Land is a vacant parcel of land;
- b. the Land is currently without the benefit of any approval or submission for development approval; and
- c. comparison approach provides a snapshot of market demand and supply conditions for similar types of properties which have been transacted.

We noted that the Valuer had ascribed an initial market value of RM50,500,000 to the Land on 6 March 2024. Subsequently, the Valuer had carried out an update valuation on the Land on 26 September 2024, whereby which the Valuer had ascribed an update market value of RM51,400,000 to the Land. Save as disclosed below, there were no other changes to the market conditions noted by the Valuer since the initial valuation on 6 March 2024 up to the update valuation on 26 September 2024:-

- the transacted price of the industrial lands in the vicinity are on the upward trend, evidenced by the higher transacted prices in 2024 compared to 2023.
- based on East Coast Region Property Market Report First Half 2024 published by Ministry of Finance, Malaysia, the performance of the East Coast Region property market recorded 32,896 transactions worth RM6.52 billion, marking an increase of 22.2% in volume and 21.2% in value compared to H1 2023. The combined total of the three states (Pahang, Terengganu and Kelantan) accounted for 16.5% and 6.2% of the national transaction volume and value, respectively.
- based on the Property Market Report First Half 2024 published by Ministry of Finance, Malaysia, it is revealed that the overall project completion of the ECRL as at 30 April 2024 is 67.1% and in Pahang, where Sections B & C of the ECRL project are located, a completion rate of 65.4% has been achieved. The entire ECRL project is poised for completion by the end of 2026.

The Valuer took into consideration the sales and other relevant market evidence of similar land and making adjustments thereto for value affecting factors such as location, access, tenure, size, shape, market conditions and other factors of the comparables.

We note that the Valuer considered the following past transactions as set out in the Valuation Certificate:-

Description	Comparable 1	Comparable 2	Comparable 3
Source	Jabatan Penilaian dan Perkhidmatan Harta Malaysia ("JPPH")	JPPH	JPPH
Type of land	A parcel of industrial land	A parcel of industrial land	A parcel of industrial land
Distance from the Land	Approximately 3km from the Land	Approximately 6km from the Land	Approximately 3km from the Land
Address	Lot 8943, Jalan Gebeng 1/8, Kawasan Perindustrian Gebeng, Kuantan, Pahang Darul Makmur	Lot 8559, Off Jalan Kuantan Bypass Bandar Damansara Kuantan, Pahang Darul Makmur	Plot 54/129, Kawasan Industri Gebeng 2, Kawasan Perindustrian Gebeng, Kuantan, Pahang Darul Makmur
Transaction date	3 May 2024	4 April 2024	1 March 2024
Vendor	Yap Mai Leing	Goldenseal Industries Sdn Bhd	Perbadanan Kemajuan Negeri Pahang
Purchaser	Laksana Cergas Sdn Bhd	Chia Kar Keong + 1	Net-Lite Trading Sdn Bhd
Tenure	Leasehold for 99 years. Term expiring on 26 May 2064, unexpired term approximately 40 years as at the date of transaction	Grant in perpetuity	Leasehold for 99 years. Term expiring on 29 October 2118, unexpired term approximately 94 years as at the date of transaction
Land area	2,422.98 sq. m. (approximately 26,080.93 sq. ft.)	9,493.11 sq. m. (approximately 102,183.86 sq. ft.)	3,318.40 sq. m. (approximately 35,719.25 sq. ft.)
Type of title	Individual	Individual	Individual
Consideration	RM830,000	RM3,000,000	RM1,072,084
Price per square feet ("psf")	RM31.82 psf	RM29.36 psf	RM30.01 psf
Adjustments	General adjustments are made for various factors inclusive of location, tenure, size, and infrastructure		
Adjusted price psf	RM37.87 psf	RM24.66 psf	RM25.51 psf

Despite the difference in size between the Land (2,400,299.75 sq ft) and comparables (ranging from 26,080.93 sq ft to 102,183.86 sq ft), we note that the Valuer is of the opinion that the comparables are still relevant after taking into consideration, amongst others, the following:-

- the comparables are industrial lands, which of similar nature to the Land;
- the comparables were transacted in the first half of 2024 which reflects the latest industrial market trend in proximity to the Land; and
- there is a dearth of large industrial lands transacted within the Mukim of Sg Karang, the size of which is similar to the size of the Land. However, the majority of these large tracts of land transacted are either agricultural in nature which are not zoned for industrial use or located within a significant distance away from the Land. In this regard, these transactions will not be suitable as comparisons as the market dynamics will be different and any attempt to make adjustments under the Comparison Approach will be arbitrary and will reduce the accuracy of the valuation.

We are satisfied with the comparables adopted by the Valuer, in view that necessary adjustments were made by the Valuer to account for dissimilarity in size of the comparables, in addition to other adjustments such as location, tenure and infrastructure, which thereby provides a reflective indicator for the Valuer to gauge the market value of the Land.

Of the 3 comparables, the Valuer has adopted comparable no. 3 as the most appropriate comparable due to the following characteristics:-

- a) comparable 3 was transacted on 1 March 2024, same year as at the date of valuation;
- b) comparable 3 is located near the Land; and
- c) comparable 3 has the least adjustments.

From the above, the Valuer has adopted a (rounded) value after adjustments of RM25.50 psf.

We are of the view that the adopted value of RM25.50 psf, which was derived based on the adjusted land values of the comparable no. 3, is fair due to the following:-

- (i) the adjustments used by the Valuer in deriving the respective adjusted land value of the comparable is reasonable; and
- (ii) whilst comparable no. 3's adjusted land value of RM25.50 psf falls below the average adjusted land value for the comparables of RM29.35 psf, the selection of comparable no. 3 as the best comparable is reasonable as it was recently transacted in 2024, located near the Land, and has the least adjustments of -15%. In comparison, comparables 1 and 2 have adjustments of 19% and -16% respectively.

We concur that this Comparison Approach is considered as the best approach used to arrive at the market value of the Land due to the fact that the Land is a parcel of industrial land without any planning approval as at the date of the valuation, and there are recent transactions involving vacant lands of similar nature in the proximity to support the value of the Land.

In its course of valuation appraisal, the Valuer has highlighted the presence of two waterbodies (i.e. pond) on site which covers an estimated 63% of the Land. Subsequently, to align with the present situation and conditions of the comparables, the Valuer has deducted the cost of filling up the ponds (covering total volume of 154,773.71 m³) on the Land. The Valuer has gathered three cost opinion letters from a contractor, a professional quantity surveyor, and a licensed land and engineering surveyor. Details of the costs from these various parties are displayed below:-

Company	Duration	Volume m ³	Cost per m ³	Total cost (RM)
Nova Impact Sdn Bhd	10 months	↑	RM28	4,333,663.88
Basar & Harun Sdn Bhd	12 months	154,773.71	RM30	4,643,211.30
Jurukur Amirudin Sdn Bhd	12 months	↓	RM35	5,417,079.95

We note that the Valuer has concluded to adopt RM 30/m³ as the base to calculate the cost of filling of the ponds on the Land. The time frame required for the earth filling works to be completed together with the soil settlement as stated above is twelve months. As such, we note that the Valuer has applied a discount factor of 10% (Present value) for a period of 12 months to arrive at the Land value of RM51.40 million. The valuation of the Land is summarised as follows:-

	Area/Volume	Best comparable adopted by the Valuer	Total (RM)
Land area	2,400,299.75 sq ft	25.50 psf	61,207,643.57
Less: Cost to backfill pond	154,773.71 m ³	30.00 per m ³	4,643,211.30
Market value			56,564,432.27
Present value (discounted at 10% for 12 months)			51,422,211.16
Say (rounding)			51,400,000.00

Based on our enquiry with the Valuer, we are satisfied that the above estimates are reasonable after taking into consideration the following:-

- the cost to backfill the pond (i.e. 30.00 per m³) as well as the time frame required for backfilling (i.e. 12 months) are in line with the range of estimates set out in the professional cost opinions provided to the Valuer; and
- the present value at a discount rate of 10% over a period of 12 months reflects adequately the time value of money and the time frame required for construction and completion of soil settlement, and also reflects the commercial risk in the property development as a whole.

Based on the above, we are satisfied that the market value of the Land appraised by the Valuer is fair and reasonable. We are of the view that all the valuation methodology adopted by the Valuer is reasonable, appropriate and consistent with generally applied valuation methodologies. We have reviewed the key bases and assumptions adopted by the Valuer and are satisfied with the reasonableness of the key bases and assumptions.

6.3 Rationale of the Proposed Debt Settlement

The rationale of the Proposed Debt Settlement as extracted from Section 5.1, Part A of the Circular and our commentaries are set out below:-

The Proposed Debt Settlement is essential to assist our Group to recover the Debt which amounts to RM45,648,878 by way of transfer of the Land to Vista, our wholly-owned subsidiary, for the value of the Debt.

Streamlines the operations of our Group according to business segments

Notwithstanding that the Debt is owed by Zil to Stratavest, our Group has entered into the DSA (as varied by the Supplemental DSA) to settle the Debt via transfer of the Land to Vista.

Stratavest is a special purpose company owning and operating a diesel-fired power plant as an IPP in Sandakan, Sabah, while the Land being transferred is located in Gebeng, Pahang. Stratavest's current power plant operations and staff are based in Sabah, and it is also bidding for more power generation projects in the state.

Therefore, with Stratavest's business focused on the power sector as an IPP, the holding and potential development of the Land does not suit its principal activity and corporate objectives. Our Company considers the Land transfer to Vista to be an internal rationalisation exercise as Vista, our wholly-owned subsidiary, is intended to be an investment property holding company.

In any event, both Stratavest and Vista are wholly-owned subsidiaries of Eden and the Proposed Debt Settlement is beneficial to our Group as a whole.

Geographical differences

Stratavest's operations and staff are located in Sandakan, Sabah, whereas the Land is located in Gebeng, Pahang. Given the geographical differences, it would be more cost efficient for another member of our Group to hold the Land separately from Stratavest. Notwithstanding that the Land is transferred to Vista, both Stratavest and Vista are wholly-owned subsidiaries of Eden and the Proposed Debt Settlement is beneficial to the Eden Group as a whole.

Recoverability of the Debt as a key audit matter

The Independent Auditor's Report to the members of Eden dated 29 October 2024 had highlighted the recoverability of the Debt as a key audit matter, as the Debt has been long outstanding since prior years and the recoverability of the Debt is dependent on the successful completion of the Proposed Debt Settlement.

Strengthens our overall financial position

Moreover, the interest-bearing principal amount of the Debt was fully repaid by Zil and our Group had ceased to charge the compounded interest of 7.0% per annum on the Debt. As such, the Debt is not contributing to the earnings of our Group and would not yield any further benefit to our Group.

By recovering the Debt through the transfer of the Land, our Group will strengthen its overall financial position as the total non-current assets of Eden is expected to increase from approximately RM326.5 million as at 30 June 2024 to approximately RM372.1 million. Further, the Land may potentially enable our Group to benefit from the capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within its proximity.

The Proposed Debt Settlement is also expected to increase our Group's existing land bank from approximately 361.5 acres to approximately 416.6 acres after the transfer of the Land from Zil.

Barring any unforeseen circumstances and premised on the above, our Board (save for the Interested Directors) believes that the Proposed Debt Settlement is the most appropriate avenue to assist our Group in recovering the outstanding Debt.

Taking cognisance of the rationale for the Proposed Debt Settlement as set out in Section 5.1, Part A of the Circular, we noted that the Proposed Debt Settlement is undertaken based on the following key rationale:-

(i) Debt owing to Stratavest shall be settled via transfer of the Land to Vista

Pursuant to the Proposed Debt Settlement, the Debt owing by Zil to Stratavest shall be settled via transfer of the Land to Vista. Both Stratavest and Vista are wholly-owned subsidiaries of Eden. Stratavest is a company operating as an IPP in Sandakan, Sabah, whilst Vista is intended to be an investment property holding company. We note that since Stratavest is focused on the power generation segment, the settlement of Debt via transfer of the Land to Vista (intended as an investment property holding company) will enable the Group to achieve its internal rationalisation objective by streamlining and aligning its assets with the respective core business objective of its subsidiaries.

(ii) The Proposed Debt Settlement will recover the outstanding Debt through the transfer of the Land and strengthen the Group's overall financial position

The Proposed Debt Settlement represents an opportunity for the Group to recover a long outstanding Debt amounting to RM45.65 million. The Proposed Debt Settlement will enable Eden to recover the amount due from Zil under the DSA. Consequently, Eden will be able to focus its time and financial resources to explore other business opportunities. The Proposed Debt Settlement will also allow Eden to have a more tangible asset in the form of the Land instead of a current asset in the form of the Debt.

Further, the Debt from Zil had ceased to be charge with interest after the full repayment of the principal amount by Zil. As such, the Debt is not contributing to the earnings of the Group and would not yield any further benefit to the Group.

(iii) The Proposed Debt Settlement will increase Eden's land banks at a strategic location

We note that the Land is strategically located in an industrial area which is a densely populated area with good infrastructure and amenities. It is also expected to benefit from amongst others, the following development of infrastructure projects in the state of Pahang, which is the ECRL, the Kuantan Skytrain project, Central Spine Road Highway Federal FT 34 Kota Bharu, Tanah Putih Intersection Flyover to Tanjung Lumpur, Kuantan International Airport and Kuantan Waterfront Resort City.

The Proposed Debt Settlement provides an opportunity for the Group to expand its presence in Gebeng by acquiring additional land bank for either capital appreciation and/or potential developments at a strategic location in future. The Land is located near Eden's existing land bank in the Gebeng area, which will increase the land bank owned by Eden Group from 361.5 acres to approximately 416.6 acres.

Premised on the above, we are of the opinion that the rationale for the Proposed Debt Settlement are reasonable and not detrimental to the interest of the non-interested shareholders of Eden after taking into consideration the following:-

(i) the settlement of Debt owing to Stratavest (an IPP company) via transfer of the Land to Vista (intended as an investment property holding company) will enable Eden Group to streamline its segment operations and align assets with the respective core business objective of its subsidiaries, which is a commercial norm in practice for internal rationalisation purposes and is beneficial to the Group as a whole.

In addition, we note that Stratavest's operations and staff are located in Sandakan, Sabah, whereas the Land is located in Gebeng, Pahang. As Stratavest's operations and staff are based in Sabah, it may not be operationally efficient for Stratavest to manage the Land in a geographically distant location such as Pahang. Therefore, the transfer of the Land to Vista allows for better geographical alignment and management oversight for Vista, which may in turn result in potential cost savings in terms of logistics, management and administrative overheads from the Group's perspective.

Overall, the above strategy will ensure that the Group's overall corporate objectives remain intact, as it can potentially benefit from more effective operational synergies and resource allocation across the Group's different segments;

- (ii) the Proposed Debt Settlement will enable the Company to potentially strengthen the financial position of the Group, wherein the Group will be able to strengthen its asset base by settling the long outstanding amount due from holding company in exchange for receiving the Land;
- (iii) when comparing the two assets (Land and Debt), the Debt is non-interest bearing and will no longer yield any monetary benefit to the Group, and will further otherwise be subject to recoverability efforts and/or impairment testing which typically consume time and costs.

On the other hand, the Land is a tangible asset strategically located in the Gebeng industrial area, which is familiar to Eden Group as the Land is located near its own existing land bank in Gebeng. After the Land injection, the Group's land bank will increase from 361.5 acres to approximately 416.6 acres; and

- (iv) Eden Group may stand to benefit from capital appreciation of the Land in the long-term arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

Nevertheless, the non-interested shareholders of Eden should note that the potential benefits arising from the Proposed Debt Settlement are subject to certain risk factors as disclosed in Section 8, Part A of the Circular.

6.4 Effects of the Proposed Debt Settlement

The effects of the Proposed Debt Settlement on the issued share capital, substantial shareholders' shareholdings, earnings and EPS, NA, NA per Share and gearing as extracted from Section 6, Part A of the Circular and our comments are as follows:-

6.4.1 Issued Share Capital and substantial shareholders' shareholding

The Proposed Debt Settlement will not have an impact on the Company's issued share capital and number of issued Shares.

We noted that the Proposed Debt Settlement does not involve any issuance of new Eden Shares. As such, the Proposed Debt Settlement will not have any dilutive effect on the issued share capital and substantial shareholders' shareholding in the Company.

6.4.2 NA per Share and gearing

The Proposed Debt Settlement will not have a material impact on NA, NA per Share and gearing of the Group.

The Proposed Debt Settlement will not have a material effect on the Group's NA, NA per Share and gearing level as the Debt will be offset against the Land at the Exchange Value.

6.4.3 Earnings and EPS

For illustrative purposes only, assuming the Proposed Debt Settlement was completed on 1 July 2023, the pro forma effects of the Proposed Debt Settlement on the earnings and EPS for the FYE 30 June 2024 are as follows:

	Audited for the FYE 30 June 2024 (RM'000)	After the Proposed Debt Settlement (RM'000)
Profit for the financial year attributable to equity holders of our Company	76,354	76,354
Add: Reversal on impairment loss	-	⁽¹⁾ 4,323
Less: Estimated expenses in relation to the Proposals	-	⁽²⁾ (1,000)
	76,354	79,677
No. of Eden Shares in issue ('000)	505,356	505,356
EPS (RM)	0.15	0.16

Notes:

- (1) As at 30 June 2024, the carrying amount of the Debt amounted to approximately RM41.3 million, after taking into consideration the impairment of approximately RM4.3 million. Upon completion of the Proposed Debt Settlement, the impairment of approximately RM4.3 million will be reversed.
- (2) Assuming the Proposed Debt Settlement was completed on 1 July 2023, the estimated expenses of RM1.0 million in relation to the Proposals was taken into consideration in arriving at the pro forma effects of the Proposed Debt Settlement on the earnings of our Company. Please refer to Note (3) in Section 6.2 of Part A of the Circular for further information.

Upon completion of the Proposed Debt Settlement, save for the one-off reversal on impairment loss of Debt amounting to approximately RM4.3 million and defrayment of estimated expenses incidental to the Proposals, the Proposed Debt Settlement is not expected to have any other material effect on the earnings and EPS of Eden Group for the FYE 30 June 2025. On a longer-term horizon, Eden Group may stand to benefit from capital appreciation of the Land arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

Premised on the above, we are of the view that the financial effects of the Proposed Debt Settlement are not detrimental to the interests of the non-interested shareholders of Eden.

6.5 Industry overview and outlook and future prospects

6.5.1 Overview and outlook of the Malaysian economy

The Malaysian economy continued to expand in 2023 despite external headwinds: The Malaysian economy grew by 3.7% despite facing challenges stemming from weak external demand, disruptions in commodity production and higher cost of living. Growth was mainly supported by resilient domestic demand and recovery in tourism activities. On the external front, exports declined due to subdued global demand, lower commodity prices and shifts towards services spending. Additionally, improving labour market conditions coupled with supportive policy measures helped household spending, especially among the vulnerable households affected by higher cost of living. Private sector capital spending drove overall investment activity, particularly in information technology and electrical and electronics (E&E). In tandem with external trade performance, export-oriented industries saw some moderation in growth. Nonetheless, all sectors continued to expand in 2023.

Headline and core inflation moderated in 2023: Headline inflation moderated in 2023 to an average of 2.5% (2022: 3.3%), largely on account of lower food, non-alcoholic beverages and fuel inflation. Some subsidy rationalisation measures were introduced, namely through the revision of electricity tariffs and removal of price ceilings for chicken.

Private consumption moderated to 4.7% in 2023, after a strong recovery in 2022 (11.2%), following the lapse of effects from various Government policy measures in 2021 and 2022. Private consumption was supported by continued improvement in employment and income levels. Overall employment registered a growth of 2.8% while aggregate nominal wages expanded by 3.7% in the private sector and 6.1% for the public sector. Necessities expenditure recorded a growth of 6.7% largely driven by transport, utilities and food and beverage ("F&B") spending, while discretionary expenditure expanded by 5% led by restaurant and hotel spending.

Gross fixed capital formation (GFCF) registered a growth of 5.5% (2022: 6.8%). By types of assets, growth was supported by higher investments in structures (6.2%; 2022: 4.7%), and continued purchase of machinery and equipment (M&E) (5.2%; 2022: 10.2%), as well as investment in other assets (2.8%; 2022: 2.3%).

Private investment expanded by 4.6% in 2023 (2022: 7.2%). Growth was driven by the implementation of new and ongoing multi-year projects. These were mainly in the services and manufacturing sectors including information and communications technology (ICT), electrical and electronics (E&E) and chemicals and chemical products industries. Investment activity also benefitted from the gradual recovery in labour supply and easing cost pressures.

Public investment spending increased by 8.6% in 2023 (2022: 5.3%). This was driven by higher fixed asset spending by the Government. Growth was also supported by continued expansion by public corporations, mainly in the oil and gas (O&G) and transportation industry.

Public consumption expanded by 3.9% (2022: 4.5%), supported by Federal Government's spending on both emoluments and supplies and services. In particular, emoluments spending was higher driven by the Special Additional Salary Increment for civil servants and the absorption of contract workers to permanent positions.

(Source: Economic & Monetary Review 2023, Bank Negara Malaysia)

In 2024, Malaysia's economy is forecast to expand between 4.8% and 5.3%. Growth will be propelled by robust domestic demand and recovery in exports. Consumer spending is expected to remain resilient, supported by improvements in labour market conditions and vibrant tourism-related activities. Investment will be driven by new and ongoing projects by both the private and public sectors, supported by the implementation of key national policies and initiatives, including the National Energy Transition Roadmap ("NETR") and the New Industrial Master Plan (NIMP) 2030.

The growth in 2025 is projected between 4.5% and 5.5%, supported by a resilient external sector, benefitting from improved global trade and stronger demand for E&E goods, leveraging the country's strategic position within the semiconductor supply chain.

Domestic demand, led by the private sector, remains sturdy and contributes significantly to the overall economic growth. The growth in the first half of 2024 was recorded at 6.5% and is expected to continue the momentum in the second half of the year. Thus, domestic demand is estimated to expand by 6.3% for the whole year with private sector expenditure envisaged to increase by 6.7%. The role of private sector as the key engine of growth is reflected by its high contribution of 5.1 percentage points to GDP growth. Meanwhile, the public sector expenditure is anticipated to increase by 5%, contributing 0.9 percentage point to GDP growth.

Headline inflation, as measured by the Consumer Price Index ("CPI"), eased to an average of 1.8% in the first eight months of the year, down from 2.8% over the same period in 2023, following favourable cost environment and sustained demand. Headline inflation is projected to remain manageable for the whole year and is expected to range between 1.5% and 2.5%, with inflation projected close to its long-term average of approximately 2%. The risk of inflation would be dependent on the degree of knock-on effects on other items from any implementation of policy measures on subsidies and price controls, as well as fluctuations in global commodity prices.

(Source: *Economic Outlook 2025, Ministry of Finance*)

6.5.2 Overview and prospects of the power sector in Malaysia

Malaysia is a small open economy with gross domestic product (GDP) of RM1.79 trillion and gross national income (GNI) per capita of USD11,780 in 2022. Its population stood at 32.7 million people in 2022 and is expected to reach 40 million by 2050. Meanwhile, the urbanisation rate was 75% in 2020, and is expected to reach 85% by 2040. Economic and population growth, as well as rapid urbanisation, will drive a rise in energy demand, which is expected to increase by 2% annually until 2050.

The economy transitioned from an agricultural and commodity-based to manufacturing and services in the 1980s. It continues to be a producer of finite quantities of oil and gas, which contributed approximately 13% to GDP in 2021. Availability of indigenous gas resources have ensured secure energy supply at affordable prices.

As the nation evolves and lifestyles change, environmental sustainability gains more focus in business and policy decisions, and this has implications on people's livelihoods. Rapid urbanisation and climate change require a timely adjustment of the way we live, commute and interact with our surroundings, including the way in which we consume and produce energy.

Based on the National Energy Policy, 2022-2040 (DTN), the energy sector contributed approximately 28% of GDP and employed 25% of the total workforce in Malaysia. In addition, it is a key source of national income, with petroleum-related products contributing 31% of fiscal income, and energy exports constituting 13% of total export value. The energy sector also benefits more than 10 million customers by providing daily access to electricity supply and enabling mobility through reliable supply of fuels. Jobs and business opportunities created in the energy sector, as well as economic multipliers in energy-related supply chains, also contribute positive to the socioeconomic development of the nation.

Fossil fuels continue to contribute the largest share of Malaysia's energy supply, and have a significant influence in shaping the country's energy landscape. As of 2020, four energy sources dominated the national total primary energy supply (TPES) mix. Natural gas constituted the largest portion at 42.4%, followed by crude oil and petroleum products at 27.3% and coal at 26.4%. Renewables, comprising hydropower, solar and bioenergy, constituted just a mere 3.9%.

Historically, the power sector in Malaysia has been operated as a vertically integrated monopoly system. Over time, it has undergone various stages of liberalisation. The power sector was privatised with the aim of attracting investments as well as enhancing efficiency and productivity to ensure a sufficient supply. Additionally, the government has encouraged the involvement of IPPs to improve the reliability of the electricity supply and address the shortage of generation capacity in meeting the demand.

Natural gas plays an important role as a transitional fuel in energy transition. The government has implemented Third Party Access (TPA) in 2017 to provide healthy competition among industry players, including the IPPs. This will facilitate the shift towards market-based pricing for power and non-power sectors, thus ensuring reliable gas supply at competitive prices.

Similarly, the government intends to reform the power sector further by establishing a TPA framework to supply fuel sources, and access to the grid infrastructure and the retail market. In addition, the government will embark on electricity tariff restructuring initiative. These measures will ensure cost reflective prices, enable higher penetration of RE and enhance Malaysia's competitive advantage.

Malaysia has been recognised as the best country in the Southeast Asia in the Energy Transition Index 2023 by the World Economic Forum. The index considers system performance and the country's readiness to switch to a more environmentally friendly energy sources. The recognition shows that Malaysia is on the right track to drive our strategic shift and economic restructuring into new growth areas. This is further supported by Malaysia's various advantages such as a strategic location, diverse RE sources and a high level of skills to become a regional leader in energy transition.

(Source: National Energy Transition Roadmap, 29 August 2023, Ministry of Economy)

The utilities subsector recorded an increase of 5.2% in the first half of 2024 and is projected to expand by 3.6% in the second half of the year. For the whole year, the subsector is anticipated to record a growth of 4.3% following higher electricity consumption with the development of data centres and rising demand for electric vehicle (EV) charging.

The utilities subsector is anticipated to increase by 5.9%, attributed by strong demand for electricity and water in the industrial, commercial and residential segments. This growth is expected to be driven by higher demand from EV charging infrastructures and data centre operations as well as the development of new and expansion of existing industrial parks.

(Source: Economic Outlook 2025, Ministry of Finance)

6.5.3 Overview and prospects of the F&B sector in Malaysia

The F&B and accommodation subsector grew by 5.6% in the first half of 2024 supported by high hotel occupancy rates and patronage at eateries, in tandem with the increase in tourist arrivals to 14.1 million. The subsector is expected to expand by 5.9% in the second half of the year on the back of higher tourist arrivals and vibrant tourism-related activities. This is also supported by vigorous promotion efforts targeting niche segments, particularly business and leisure, gastronomy and Muslim-friendly tourism. Furthermore, the Global Muslim Travel Index 2024 reaffirms Malaysia's position as the most preferred Muslim travel destination for six consecutive years. Overall, the subsector is projected to register a growth of 5.8% in 2024.

The food & beverages and accommodation subsector is poised to grow by 6.2%, in anticipation of higher tourist arrivals for business and leisure as well as meetings, incentives, conferences and exhibitions (MICE) activities. The tourism industry will benefit from Malaysia's 2025 ASEAN Chairmanship, as well as nationwide hosting of numerous MICE events at international and regional scales. In addition, the visit state campaign by Kedah, Perlis and Selangor as well as intensive promotion for the Visit Malaysia 2026 (VM 2026) are expected to contribute to the growth of the subsector.

(Source: Economic Outlook 2025, Ministry of Finance)

6.5.4 Overview and prospects of the tourism sector in Malaysia

In the first half of 2024, Malaysia demonstrated economic resilience with a sterling growth rate of 5.1%. This was driven by robust domestic demand, a strong recovery in exports, and a thriving tourism sector. These achievements underscore our economic dynamism and strength, with a projected steady growth rate of 4.8% to 5.3% in 2024, reaffirming the nation's resilience and potential for sustained prosperity. Looking ahead, the economy is projected to grow within the range of 4.5% to 5.5% in 2025.

The services sector grew by 5.4% in the first half of 2024 and is poised to remain stable in the second half, driven by robust household spending coupled with vibrant tourism- and travel-related activities. Overall, the sector is projected to expand by 5.3% in 2024, with all subsectors recording positive growth.

With the full recovery of the travel and tourism industry globally, Malaysia is poised to benefit from the anticipated influx of tourists. Budget 2025 will focus on upgrading facilities and systems at all entry ports in enhancing Malaysia's readiness to leverage the hosting numerous nationwide meetings, incentives, conferences and exhibitions (MICE) at both international and regional scales including the Malaysia's 2025 ASEAN Chairmanship and various 2025 visit state year programmes. The Government will also intensify efforts to promote Visit Malaysia Year 2026 through strategic advertising and promotional activities, as well as increase Malaysia's visibility at the World Expo. This will restore international tourist arrivals to the pre-pandemic period and reaffirm Malaysia's status as one of the top tourism destinations globally.

(Source: Economic Outlook 2025, Ministry of Finance)

6.5.5 Prospects of the Group

Eden Group is a diversified group of entities with 2 operating segments, classified under energy and F&B and tourism segments. All of its present operations are located within Malaysia. The energy segment operates power plants as an IPP in Kelantan (Sungai Kenerong Plant) and in Sabah (Libaran Plant). Under the F&B and tourism segment are the catering and restaurant divisions as well as the operations of an aquarium, commercial retail spaces, and its related activities. A summary of the financial performance of our Group's 2 operating segments, being the energy and F&B and tourism segments for the FYE 30 June 2024 is as follows:

	Energy		F&B and tourism	
	RM'000	(1)%	RM'000	(1)%
Revenue	149,741	84.1	28,372	15.9
Profit before taxation	7,839	8.6	5,765	6.3

Note:

(1) Calculated based on the revenue or profit before taxation over the consolidated revenue or consolidated profit before taxation respectively.

Our Group's RE plant (Sungai Kenerong Plant) is expected to continue to remain in the forefront in driving our Group's performance within the RE sector, the expansion of which will be one of the main focuses in our Group's development plan. The continuous upgrading works for the Sungai Kenerong Plant will ensure that the plant's reliability is further strengthened and will form the basis for its concession's extension in support of the government of Malaysia's policies under the NETR. The NETR aims to achieve 70% RE installed capacity by the year 2050, which presents significant opportunities for our Group. To this end, we are participating in tenders for solar generation projects to increase our Group's contracted RE capacity. Our Group is also seeking to extend the relevant concession periods as well as increase the operating capacities of its existing power plants, while optimising generation and improving efficiency through effective maintenance schedules for both facilities. Hence, this segment maintains a positive outlook and will continue to drive our Group's progression. Nonetheless, currency volatility is continuously being monitored to manage any adverse effect on the segment's cost of repairs and maintenance, in particular the cost for spare parts.

The tourism segment is anticipating more tourist arrivals to Langkawi with the island's growing airline and cruise ship connectivity from international destinations, as well as the larger number of local visitors attracted by the various promotional activities led by the relevant authorities. In response to this promising trend, our Group will continue to closely engage with our business partners and local tourism authorities to elevate our marketing efforts and capture a larger share of the incoming tourists. Recognising Langkawi's potential, our Group is also embarking on the enhancement and upgrading of the aquarium facility to increase its value propositions and attract a higher number of visitors. The redevelopment will not only focus on the exhibition and retail spaces but also on the values brought about by research and development programmes in penguin husbandry which place greater emphasis on the educational aspects of its exhibits.

The F&B segment is shifting its business model to focus on business-to-business operations. This transition involves among others, seeking new F&B service contracts for expansion, while also pursuing avenues further up the value chain to mitigate rising raw material and operating costs. Notwithstanding the above, our Group remains cautious on the performance of the F&B and tourism segment which is susceptible to inflationary pressures amidst uncertain consumer ability and willingness to spend.

The Proposed Debt Settlement, which involves the transfer of the Land, is expected to potentially enable our Group to benefit from the capital appreciation of the Land arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land.

The Land is strategically located in an industrial area which is densely populated area, with good infrastructure and amenities. It is also expected to benefit from among others, the following development of infrastructure projects in the state of Pahang:

- (i) ECRL;
- (ii) Kuantan Skytrain project;
- (iii) Central Spine Road Highway Federal FT 34 Kota Bharu;
- (iv) Tanah Putih Intersection Flyover to Tanjung Lumpur;
- (v) Kuantan International Airport; and
- (vi) Kuantan Waterfront Resort City.

Taking into consideration of the above, our Group expects the Land will appreciate in value in line with the increased economic activities arising from the above infrastructure projects in the state of Pahang.

Our Group remains committed to a progressive path by adapting to industry changes and harnessing key growth opportunities, despite potential challenges from the volatile geopolitical and global economic environment.

(Source: Management of the Company)

We are of the view that the outlook and prospects of the Land are not detrimental to the non-interested shareholders of Eden premised on the following:-

- (a) the Land injection would allow the Group to strengthen its asset base and expand its land banks in Gebeng, in which the Group already have presence by virtue of its own land bank in Gebeng. After the Land injection, the Group's land bank will increase from 361.5 acres to approximately 416.6 acres; and**
- (b) the Land, which is strategically located in Gebeng industrial area, may potentially benefit from capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land. According to a recent press statement, the progress of the ECRL project, which connects the Klang Valley to the East Coast, has reached 72.93% as of September 2024. Transport Minister Anthony Loke Siew Fook was quoted as**

saying that the encouraging progress achieved was in line with the December 2026 completion schedule for the ECRL track from Kota Baru to the Gombak Integrated Transport Terminal (source: *Malaysia Rail Link Sdn Bhd's website, 9 October 2024*).

Based on the generally positive outlook and strategic location of the Land, we are of view that the Proposed Debt Settlement is expected to augur well for the Group's prospect in the long-term.

Nonetheless, we wish to highlight that all businesses are subject to uncertainties which are not within the Board's control such as, amongst others, changes in government policies, changes in interest rates, changes in global economic conditions and changes in the property market.

6.6 Risk factors of the Proposed Debt Settlement

In evaluating the Proposed Debt Settlement, the non-interested shareholders of Eden should carefully consider the potential risks of the Proposed Debt Settlement as set out in Section 8, Part A of the Circular and extracted as follows:-

6.6.1 Delay or non-completion of the Proposed Debt Settlement

The Proposed Debt Settlement is subject to the terms and conditions of the DSA (as varied by the Supplemental DSA). In the event the conditions precedent stated in the DSA (as varied by the Supplemental DSA) are not fulfilled, the DSA (as varied by the Supplemental DSA) may be terminated and the potential benefits expected to arise from the Proposed Debt Settlement will not materialise. In such an event, our Group intends to exercise all necessary actions to protect its interests and recover the Debt. This includes negotiating a new repayment plan and/or securing the transfer of another suitable asset from Zil, as well as pursuing legal remedies. In this regard, if our Company is unable to recover the Debt arising from the Proposed Debt Settlement, the amount of approximately RM45.6 million may be partially or fully impaired, which would negatively impact our Group's financial position.

There is no assurance that the Proposed Debt Settlement will not be exposed to risks such as the inability by either party to fulfil the terms and conditions of the DSA (as varied by the Supplemental DSA). However, our Group will take all reasonable steps that are within its control and to closely monitor the progress of all other conditions precedent to be fulfilled by the parties to ensure that the conditions precedent are fulfilled by the stipulated date and in accordance with the provisions of the DSA (as varied by the Supplemental DSA).

We wish to highlight that there can be no assurance that the conditions precedent of the DSA as disclosed in Appendix I of the Circular will be fulfilled despite efforts and measures taken by the Board to ensure their fulfilment and to facilitate the completion of the Proposed Debt Settlement.

Further, we note that in event of non-completion, the Group intends to exercise all necessary measures to protect its interest and recover the Debt, including negotiating for a new repayment plan, securing the transfer of another suitable asset from Zil and/or pursuing legal remedies. However, there is no certainty that any such recoverability measures will materialise in an expedient or timely manner, which would otherwise subject the Group to a prolonged risk of Debt recoverability and potential impairment over time. Non-interested shareholders should note that the extent of provision for impairment would depend on the Group's periodic assessment of several factors such as risk of default and recoverability, progress of the recovery process and Zil's repayment ability. Any impairment of Debt, if to a substantial extent, will have an adverse effect on the Group's profitability and overall financial position.

Strictly for illustrative purpose, assuming the full impairment of Debt up to RM41.3 million (net of the existing impairment of approximately RM4.3 million) based on the audited consolidated statements of the Group as at 30 June 2024, the Group's retained earnings of RM0.14 million will be reduced to an accumulated loss position of RM41.16 million, which may detrimentally affect the Group's financial standing and/or credibility with its shareholders, financiers, customers, suppliers and other stakeholders. In addition, on the back of prolonged uncertainty in recovering the Debt, the Group may incur legal or administrative costs in its attempts to recover the Debt or resolve any disputes, which may in turn further erode the Group's profitability.

Accordingly, there is no assurance that any one or a combination of the aforementioned factors may not give rise to material adverse impact on the financial position of the Group going forward.

6.6.2 Risk of compulsory acquisition

Pursuant to the Land Acquisition Act 1960, the relevant state authority has the power to compulsorily acquire any land within the jurisdiction of such relevant state authority in Malaysia. If all or any portion of the Land is compulsorily acquired by the relevant state authority at any point in time, the amount of such compensation may be less than the Exchange Value.

In the event of a compulsory acquisition prior to the Completion Date, Stratavest or Vista will have the option to either terminate the DSA (as varied by the Supplemental DSA) or affirm and complete the DSA (as varied by the Supplemental DSA) where the compensation payable will be paid to the benefit of Vista. In such event, the amount of compensation to be awarded may be based on the market value of the property and assessed on the basis prescribed in the Land Acquisition Act 1960 and other relevant laws. If the amount of compensation is lower or higher than the Exchange Value, the Parties shall discuss and agree on the adjustment to be made and the manner in which the adjustment amount is to be dealt with, failing which the DSA (as varied by the Supplemental DSA) shall be terminated.

We wish to highlight that the compensation is determined based on market value as assessed according to the criteria set out in the Land Acquisition Act 1960, which might not fully account for the subjective valuation or future development potential of the land. As stated in the DSA, in the event that the compensation payable by the Appropriate Authority in respect of the acquisition of the Land is lower or higher than the Exchange Value, the parties can discuss and agree on the adjustment to be made to the surplus amount and the manner in which the surplus amount to be dealt with, or failing which, either parties can opt to terminate the DSA.

Non-interested shareholders of Eden should also take note that the risk factors mentioned in Section 8, Part A of the Circular are not meant to be exhaustive.

We also wish to highlight that although measures have been taken by the Group to mitigate the risks associated with the Proposed Debt Settlement, it is pertinent to note that there is no assurance that one or a combination of the risk factors as stated in Section 8, Part A of the Circular will not occur and give rise to material adverse impact on the business and operation of the Group, its financial performance or prospects thereon.

6.7 Salient terms of the DSA and Supplemental DSA

The salient terms of the DSA and Supplemental DSA are disclosed in Appendix I, Part A of the Circular. The following sets out only a summary of the material salient terms of the DSA and Supplemental DSA that was considered by us and non-interested shareholders of Eden are advised to read Appendix I, Part A of the Circular in its entirety.

Salient terms of the DSA and Supplemental DSA	UOBKH's comments
<u>Settlement</u>	
Subject to the terms and conditions in the DSA, the Parties agree for Zil to settle the outstanding debt of RM45,648,878.00 to Eden Group by the transfer of the Land from Zil to Vista, free from encumbrances, in accordance with the terms of the DSA. Zil undertakes to the other Parties that as from the date of the DSA and pending Completion of the Proposed Debt Settlement in accordance with the terms of the DSA, Zil shall not sell, transfer, lease, let or create any encumbrances or dispose of or otherwise or howsoever deal or part with possession of the Land.	We note that the terms of the settlement are reasonable and customary in transaction of such nature, wherein Zil shall:- (i) execute the transfer of the Land at the Exchange Value in favour of Vista (wholly-owned subsidiary of Eden) with the stakeholder, as means to settle the outstanding Debt. Upon the DSA becoming unconditional, the said stakeholder shall submit the transfer document at the land registry for registration of the Land in favour of Vista; and (ii) undertake to ensure that the status of the Land will remain intact, unaffected and unencumbered until the successful transfer of Land to Vista on completion. As such, these terms are justifiable and not detrimental to the non-interested shareholders of Eden.
<u>Conditions Precedent</u>	
Notwithstanding anything to the contrary, the Proposed Debt Settlement shall be subject to and conditional upon the following conditions, to be satisfied within 12 months commencing from the date of the DSA and/or such further period as may be agreed upon in writing between the Parties for the fulfilment of the Conditions Precedent:- (a) Zil obtaining the approval of its board of directors and shareholders for: (i) the Proposed Debt Settlement; (ii) for the entry into the DSA and matters contemplated by it;	The terms (a), (b), (c), (d) and (e) are fair as they are typical of such transactions and are reasonable as they require the parties to procure the relevant requisite approvals and to be in compliance with the applicable laws and regulatory requirements, in order to facilitate the completion of the Proposed Debt Settlement. As such, these terms are justifiable and not detrimental to the non-interested shareholders of Eden.

Salient terms of the DSA and Supplemental DSA	UOBKH's comments
(b) Zil obtaining at its cost and expense the consent to the Transfer of the Land in favour of Vista from the any governmental, semi- or quasi-governmental and/or statutory authorities, departments, agencies or bodies and/or any privatised or corporatised bodies or any other corporation which for the time being authorised under any written laws, regulations, rules or by-laws in force in West Malaysia in respect of the subject matter (including Land Registry, Securities Commission of Malaysia and Bursa Securities): "Land Registry" refers to the land registry or land office at which the master title deed of the master land and the new title deed of the Land are registered under the provisions of the National Land Code (Revised 2020) Act 828; (c) Stratavest withdrawing the private caveat registered on 26 October 2023 vide presentation no.:3876/2023, and obtaining the approval of its board of directors and shareholders for the entry into the DSA and matters contemplated by it and the Proposed Debt Settlement; (d) Vista obtaining the approval of its board of directors and the shareholders for the entry into the DSA and matters contemplated by it and the Proposed Debt Settlement; and (e) Vista procuring Eden to obtain the approval of Eden's board of directors and Shareholders for the Proposed Debt Settlement.	
<u>Termination in the event Conditions Precedent Not Obtained</u> Upon the termination of the DSA in the event Conditions Precedent not obtained, each Party shall return to the other Parties, all documents (if any) as may have been delivered to the Party for or in connection with the Proposed Debt Settlement. Thereafter the DSA ceases to have any effect and becomes null and void and neither Party shall have any claims against the other, save and except for any antecedent breach. Each Party will bear its own costs and expenses (including their respective solicitors' fees) in respect of the matters incidental to the DSA. <u>Termination if at any time during the DSA, any one of the following events occurs:-</u> (a) any breach by the defaulting Party of any of the provisions of the DSA; or (b) any breach in the representation and warranty of the defaulting Party in the DSA in any respect; or (c) the defaulting Party shall fail to complete this transaction for reasons not attributable to the non-	

The termination clauses are reasonable and serve to protect the interest of the parties as it allows the rightful Party to terminate the DSA in the event that any of the conditions precedent have not been fulfilled. As such, these clauses are justifiable and not detrimental to the non-interested shareholders of Eden.

Salient terms of the DSA and Supplemental DSA	UOBKH's comments
defaulting Party and such failure or breach is not remedied by the defaulting Party, respectively, within 14 business days after the non-defaulting Party shall have given written notice to the defaulting Party to remedy such failure or breach. In the event of the occurrence of any events of default as stated above, the non-defaulting Party shall be entitled at the non-defaulting Party's sole discretion to the following remedies:- (a) to terminate the DSA thereafter by giving to the defaulting Party written notice thereof and upon such termination, Eden and Vista shall forthwith do and complete the necessary to rescind the Proposed Debt Settlement (including cancellation of the setting off the Amount Owning to Eden Group), in exchange for:- (i) re-delivery of vacant possession of the Land to Zil without any material change and in a substantially similar state and condition as when it was first delivered (fair wear and tear excepted) (if it has already been delivered to Vista) without any rental or compensation being payable; (ii) re-transfer of the Land to Zil in which the name of Zil shall appear as the registered proprietor and Zil's interest remaining intact to the Land at the cost of the defaulting Party, in the event that the Transfer of the Land is completed; (iii) the re-delivery and return of all documents and things (including the original Title Deed to the Land and signed Transfer to the Land) as shall have been delivered by or on behalf of Zil to Vista and the Stakeholder, respectively pursuant to the DSA with Zil's interest therein and in the Land fully intact PROVIDED that in the event that the Transfer have been duly stamped then, the Stakeholder shall present the same for cancellation with the Stamp Office; and (iv) to deliver to Zil the receipt for the withdrawal of the caveat and the land search result evidencing that the caveat duly lodged or caused by Vista (if applicable), and thereafter the DSA shall become null and void and be of no further effect and neither Party hereto shall have any further claims, action or proceedings against the other in respect of or arising out of the DSA save for any antecedent breach.	The termination clauses are reasonable and serve to protect the interest of the parties as it allows the rightful Party to terminate the DSA in the event of any default by the other Party. As such, these clauses are justifiable and not detrimental to the non-interested shareholders of Eden.

Salient terms of the DSA and Supplemental DSA	UOBKH's comments
<u>Non-Registration of Transfer</u> In the event the Transfer cannot be registered for any reason not attributable to any default, neglect or omission of Vista and/or Zil which Vista and/or Zil cannot rectify or cause to be rectified, then either Party or its solicitors shall be entitled by notice in writing to the other Party or its solicitors to terminate the DSA forthwith, whereupon:- (a) Zil shall forthwith do and complete the necessary to rescind the payment of the Proposed Debt Settlement (including cancellation of the setting off the Amount Owing to Eden Group) in exchange for which Vista shall re-deliver to Zil the original New Title Deed, Transfer Documents, and the documents delivered by Zil pursuant to the DSA; and (b) Vista shall:- (iii) re-deliver and return or cause to be re-delivered and returned to Zil all documents and things (including the original Title Deed to the Land and signed Transfer to the Land) as shall have been delivered by or on behalf of Zil to Vista and the Stakeholder, respectively with Zil's interest therein and in the Land fully intact PROVIDED that in the event that the Transfer have been duly stamped then, the Stakeholder shall present the same for cancellation with the stamp duty office of the Inland Revenue Board of Malaysia; (iv) re-delivery of vacant possession of the Land to Zil without any material change and in a substantially similar state and condition as when it was first delivered (fair wear and tear excepted) (if it has already been delivered to Vista) without any rental or compensation being payable; and (v) to deliver to Zil the receipt for the withdrawal of the caveat and the land search result evidencing that the caveat duly lodged or caused by Vista (if applicable), whereupon the DSA shall terminate and be of no further effect whatsoever but without prejudice to any right which either Party may be entitled to against the other Party in respect of any antecedent breach of the DSA.	This a typical clause applicable to transaction of this nature, as it sets out the recourse for either Party to terminate the DSA in the event the Transfer of the Land cannot be completed due to reasons beyond the Parties' control. In event of such non-registration, the DSA can be terminated, and both Parties will be restored to their original positions with no further obligations under the DSA.
<u>Completion of the Proposed Debt Settlement</u> Subject to the Parties duly complying with all and not being in breach to the terms and conditions of the DSA, the Proposed Debt Settlement shall be completed upon the following:- (a) the completion of the setting-off of the Amount Owing to the Eden Group; and	These terms set out the steps to be taken by all parties on the Completion of the Proposed Debt Settlement. We are of the opinion that these terms are reasonable as these are typical completion terms applicable to transaction of this nature.

Salient terms of the DSA and Supplemental DSA	UOBKH's comments
(b) the Confirmation of Presentation Date, (hereinafter referred to as "Completion of the Proposed Debt Settlement"). Upon Completion of the Proposed Debt Settlement, all warranties and undertakings contained in the DSA will no longer subsist and the Parties shall no longer have any claims against each other except for any antecedent breaches.	<i>Note: "Confirmation of Presentation Date" refers to the date of the confirmation by the stakeholder that the transfer documents have been presented at the land registry for registration of the Land in favour of Vista.</i>

7. OUR CONCLUSION AND RECOMMENDATION

We have assessed and evaluated the Proposed Debt Settlement and have set out our evaluation in Section 6 of this IAL, after taking into consideration various aspects of the financial and non-financial impact of the Proposed Debt Settlement on the Group. We summarise the potential advantages and disadvantages of the Proposed Debt Settlement as follows:-

Potential advantages	Potential disadvantages
• Strengthens asset base by settling the amount due from holding company, wherein Eden Group receives the Land in exchange for setting off the Debt which is non-interest bearing and will no longer yield any monetary benefit to the Group • Eden Group will receive the Land at an implied Exchange Value of RM45.65 million to set off the Debt, as compared to the update market value of the Land of RM51.40 million ascribed by the Valuer. In other words, the Group will be able to secure a more valuable asset (Land) which carries a market value that exceeds the Exchange Value by RM5.75 million. This essentially creates a substantial buffer and further strengthens the asset base of the Group, without the need to incur additional investment cost, and at the same time, eliminates the Group's exposure to the Debt that no longer yields any monetary benefit, which all in all is beneficial to the Group from an asset trade-off perspective • Increase land bank at a strategic location which may potentially allow the Group to benefit from capital appreciation arising from the commercial and industrial developments as well as the development of the ECRL within the proximity of the Land	• Eden Group may have its capital tied up in the Land as it may take some time before the value of the Land can be unlocked, which can be either through resale, rental or development in the future

Based on our evaluation, we are of the opinion that, on the basis of the information available to us, the Proposed Debt Settlement is **FAIR AND REASONABLE** and **NOT DETRIMENTAL** to the non-interested shareholders of Eden.

As such, we advise and recommend that the non-interested shareholders of Eden to **VOTE IN FAVOUR** of the ordinary resolution pertaining to the Proposed Debt Settlement to be tabled at the forthcoming EGM of the Company.

Yours faithfully,
For and on behalf of
UOB KAY HIAN SECURITIES (M) SDN BHD

NANTHA KUMAR
Director
Co-Head of Corporate Finance

WINSTON LOH
Director
Corporate Finance

SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA

The salient terms and conditions of the DSA (as varied by the Supplemental DSA) are as follows:

(i)	Proposed Debt Settlement	Subject to the terms and conditions in the DSA, the Parties agree for Zil to settle the outstanding debt of RM45,648,878.00 to Eden Group (“Amount Owing to Eden Group”) by the transfer of the Land from Zil to Vista, free from encumbrances, in accordance with the terms of the DSA. Zil undertakes to the other Parties that as from the date of the DSA and pending Completion of the Proposed Debt Settlement in accordance with the terms of the DSA, Zil shall not sell, transfer, lease, let or create any encumbrances or dispose of or otherwise or howsoever deal or part with possession of the Land.
(ii)	Conditions Precedent (“ Conditions Precedent ”)	Notwithstanding anything to the contrary, the Proposed Debt Settlement shall be subject to and conditional upon the following conditions, to be satisfied within twelve (12) months commencing from the date of the DSA and/or such further period as may be agreed upon in writing between the Parties for the fulfilment of the Conditions Precedent: 1. Zil obtaining the approval of its board of directors and shareholders for: (i) the Proposed Debt Settlement; (ii) for the entry into the DSA and matters contemplated by it; 2. Zil obtaining at its cost and expense the consent to the Transfer of the Land in favour of Vista from any governmental, semi- or quasi-governmental and/or statutory authorities, departments, agencies or bodies and/or any privatised or corporatised bodies or any other corporation which for the time being authorised under any written laws, regulations, rules or by-laws in force in West Malaysia in respect of the subject matter (including Land Registry, Securities Commission of Malaysia and Bursa Securities): “Land Registry” refers to the land registry or land office at which the master title deed of the master land and the new title deed of the Land are registered under the provisions of the National Land Code (Revised 2020) Act 828; 3. Stratavest withdrawing the private caveat registered on 26 October 2023 vide presentation no.:3876/2023 (“Existing Caveat”), and obtaining the approval of its board of directors and shareholders for the entry into the DSA and matters contemplated by it and the Proposed Debt Settlement; 4. Vista obtaining the approval of its board of directors and the shareholders for the entry into the DSA and matters contemplated by it and the Proposed Debt Settlement; and 5. Vista procuring Eden to obtain the approval of our Board and shareholders for the Proposed Debt Settlement.
(iii)	Representation, Warranties and Undertakings	<u>By Zil</u> As at the date of the DSA, Zil covenants, represents and warrants to the other Parties, among others, as follows: (i) that Zil is duly incorporated and validly existing under the laws of Malaysia;

SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA (Cont'd)

(iii)	Representation, Warranties and Undertakings (Cont'd)	(ii) that Zil has the legal and beneficial right, power and capacity to enter into the DSA and to transfer the Land to Vista and that in doing so Zil shall not contravene any law nor breach any contractual obligation on Zil's part whatsoever; (iii) all appropriate and necessary action has been taken to authorise the execution and delivery of the DSA and the exercise by Zil of its rights and the performance by Zil of its obligations under the DSA; (iv) that there are no disputes, claims or court proceedings involving the Land or instituted against Zil relating to the Land of which it is aware or ought reasonably to be aware; (v) that Zil has not been wound-up and that there is no winding-up petition nor proceedings being threatened, pending and/or filed against Zil and the shareholders of Zil have not commenced any action for voluntary winding-up and there are no winding-up proceedings pending against Zil and no receiver and/or manager, special administrator, trustee or any other similar officer has been appointed over any of its asset or undertaking which would prevent it from carrying out its obligations under the DSA; (vi) the Land is free from all encumbrances and no other impediment exists (save and except for the Existing Caveat) which would impede, prevent or obstruct the Transfer of the Land in accordance with the provisions of the DSA; (vii) to the best of Zil's knowledge, the Land is free from any altars or statutes for religious or worship purposes (whether or not the same is installed or erected permanently or temporary) thereon; (viii) that Zil is not in breach and shall not prior to the registration of transfer of the Land in favour of Vista commit any breach of any express or implied condition contained in the issue document of title to the Land ("Title Deed") or any laws, regulation, by-laws or requirements of any bodies having authority in respect of the Land; (ix) Zil shall not deal with or encumber the Land in any way after the date of the DSA and shall not at any time hereafter do or suffer to be done or commit any act, matter or thing in or in respect of the Land which may render the Land or any part thereof liable to forfeiture or attachment or which may contravene the provisions of any existing legislation or requirements up to the date of the confirmation by Mohamed Ridza & Co ("Stakeholders") that the registration of the valid and registrable instrument of transfer in respect of the Land to be executed by the Parties in accordance with the terms and conditions of the DSA in Form 14A of the NLC ("Transfer") has been presented at the Land Registry for registration of the Transfer of the Land ("Confirmation of Presentation Date"); (x) there are no occupants (whether legal or otherwise) buildings and any other structures on the Land;
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SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA (Cont'd)

(iii)	Representation, Warranties and Undertakings (Cont'd)	<u>By Vista</u> As at the date hereof, Vista covenants, represents and warrants to Zil, among others, as follows: (1) Vista has full legal right, authority and power to enter into the DSA and to exercise its rights and perform its obligations under the DSA; (2) all appropriate and necessary actions have been taken to authorise the execution and delivery of the DSA and the exercise by Vista of its rights and the performance of its obligations under the DSA; (3) Vista is not wound-up and there are no creditor's winding-up proceedings pending or threatened against Vista and the shareholders of Vista have not commenced any action for voluntary winding-up and there are no winding-up proceedings pending against Vista and no receiver and/or manager, special administrator, trustee or any other similar officer has been appointed over any of its asset or undertaking which would prevent it from carrying out its obligations under the DSA; <u>By Stratavest</u> As at the date hereof, Stratavest covenants, represents and warrants to Zil, among others, as follows: (1) Stratavest has full legal right, authority and power to enter into the DSA and to exercise its rights and perform its obligations under the DSA; (2) all appropriate and necessary actions have been taken to authorise the execution and delivery of the DSA and the exercise by Stratavest of its rights and the performance of its obligations under the DSA; (3) Stratavest is not wound-up and there are no creditor's winding-up proceedings pending or threatened against Stratavest and the shareholders of Stratavest have not commenced any action for voluntary winding-up and there are no winding-up proceedings pending against Stratavest and no receiver and/or manager, special administrator, trustee or any other similar officer has been appointed over any of its asset or undertaking which would prevent it from carrying out its obligations under the DSA.
(iv)	Events of Default and Termination	<u>Termination in the event Conditions Precedent Not Obtained</u> Upon the termination of the DSA in the event Conditions Precedent not obtained, each Party shall return to the other Parties, all documents (if any) as may have been delivered to the Party for or in connection with the Proposed Debt Settlement. Thereafter the DSA ceases to have any effect and becomes null and void and neither Party shall have any claims against the other, save and except for any antecedent breach. Each Party will bear its own costs and expenses (including their respective solicitors' fees) in respect of the matters incidental to the DSA. <u>Termination if at any time during the DSA, any one of the following events occurs:</u> (a) any breach by the defaulting Party of any of the provisions of the DSA; or

SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA (Cont'd)

(iv)	Events of Default and Termination (Con'td)	(b) any breach in the representation and warranty of the defaulting Party in the DSA in any respect; or (c) the defaulting Party shall fail to complete this transaction for reasons not attributable to the non-defaulting Party and such failure or breach is not remedied by the defaulting Party, respectively, within fourteen (14) business days after the non-defaulting Party shall have given written notice to the defaulting Party to remedy such failure or breach. In the event of the occurrence of any events of default as stated above, the non-defaulting Party shall be entitled at the non-defaulting Party's sole discretion to the following remedies: (a) to terminate the DSA thereafter by giving to the defaulting Party written notice thereof and upon such termination, Eden and Vista shall forthwith do and complete the necessary to rescind the Proposed Debt Settlement (including cancellation of the setting off the Amount Owing to Eden Group), in exchange for: (i) re-delivery of vacant possession of the Land to Zil without any material change and in a substantially similar state and condition as when it was first delivered (fair wear and tear excepted) (if it has already been delivered to Vista) without any rental or compensation being payable; (ii) re-transfer of the Land to Zil in which the name of Zil shall appear as the registered proprietor and Zil's interest remaining intact to the Land at the cost of the defaulting Party, in the event that the Transfer of the Land is completed; (iii) the re-delivery and return of all documents and things (including the original Title Deed to the Land and signed Transfer to the Land) as shall have been delivered by or on behalf of Zil to Vista and the Stakeholder, respectively pursuant to the DSA with Zil's interest therein and in the Land fully intact PROVIDED that in the event that the Transfer have been duly stamped then, the Stakeholder shall present the same for cancellation with the Stamp Office; and (iv) to deliver to Zil the receipt for the withdrawal of the caveat and the land search result evidencing that the caveat duly lodged or caused by Vista (if applicable), and thereafter the DSA shall become null and void and be of no further effect and neither Party hereto shall have any further claims, action or proceedings against the other in respect of or arising out of the DSA save for any antecedent breach.
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SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA (Cont'd)

(v)	Non – Registration of Transfer (Cont'd)	Save for defects and/or omissions in the Transfer which the Parties undertake to rectify within fourteen (14) business days of receipt of notice of the same from the Land Registry. In the event the Transfer cannot be registered for any reason not attributable to any default, neglect or omission of Vista and/or Zil which Vista and/or Zil cannot rectify or cause to be rectified, then either Party or its solicitors shall be entitled by notice in writing to the other Party or its solicitors to terminate the DSA forthwith and the effective date of termination of the DSA shall hereinafter be called the "Termination Date", whereupon: (a) Zil shall forthwith do and complete the necessary to rescind the payment of the Proposed Debt Settlement (including cancellation of the setting off the Amount Owing to Eden Group) in exchange for which Vista shall re-deliver to Zil the original New Title Deed, Transfer Documents, and the documents delivered by Zil pursuant to Clause 5 of the DSA; and (b) Vista shall: (i) re-deliver and return or cause to be re-delivered and returned to Zil all documents and things (including the original Title Deed to the Land and signed Transfer to the Land) as shall have been delivered by or on behalf of Zil to Vista and the Stakeholder, respectively with Zil's interest therein and in the Land fully intact PROVIDED that in the event that the Transfer have been duly stamped then, the Stakeholder shall present the same for cancellation with the stamp duty office of the Inland Revenue Board of Malaysia; (ii) re-delivery of vacant possession of the Land to Zil without any material change and in a substantially similar state and condition as when it was first delivered (fair wear and tear excepted) (if it has already been delivered to Vista) without any rental or compensation being payable; and (iii) to deliver to Zil the receipt for the withdrawal of the caveat and the land search result evidencing that the caveat duly lodged or caused by Vista (if applicable), whereupon the DSA shall terminate and be of no further effect whatsoever but without prejudice to any right which either Party may be entitled to against the other Party in respect of any antecedent breach of the DSA.
(v)	Completion of the Proposed Debt Settlement	Subject to the Parties duly complying with all and not being in breach to the terms and conditions of the DSA, the Proposed Debt Settlement shall be completed upon the following: (a) the completion of the setting-off of the Amount Owing to the Eden Group; and (b) the Confirmation of Presentation Date, (hereinafter referred to as "Completion of the Proposed Debt Settlement"). Upon Completion of the Proposed Debt Settlement, all warranties and undertakings contained in the DSA will no longer subsist and the Parties shall no longer have any claims against each other except for any antecedent breaches.

SALIENT TERMS OF THE DSA AND SUPPLEMENTAL DSA (Cont'd)

(vi)	Outgoings	Vista shall be responsible to pay all outgoings from and including the date of delivery of vacant possession of the Land to Vista onwards. Vista shall be responsible to inform all relevant authorities of the change of ownership of the Land upon completion of the DSA and pay all cost and expenses incidental to it.
(vii)	Risks	Risks in respect of the Land shall pass to Vista on the date of delivery of vacant possession of the Land to Vista.
(viii)	Governing Law	The construction, validity and performance of the DSA shall be governed by the laws of Malaysia and the Parties hereto hereby submit to the exclusive jurisdiction of the Courts of Malaysia in respect of the DSA and its subject matter.

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INDICATIVE SALIENT TERMS OF THE DEED POLL C

The indicative salient terms of the Deed Poll C are set out as follows:

- Issue size** : Up to 252,677,976 Warrants C.
- Form and denomination** : The Warrants C will be issued in registered form and constituted by the Deed Poll C to be executed by our Company.
- Tenure** : The first date on which any of the Warrants C is issued pursuant to the Proposed Free Warrants ("**Issue Date**").
- Expiry date** : The close of business at 5.00 p.m. in Malaysia on the last day preceding the 3rd anniversary of the Issue Date of the Warrants C, if such day falls on a day which is not a Market Day, then it shall be the Market Day immediately preceding the said non-Market Day ("**Expiry Date**").
- "Market Day" means any day between Monday to Friday (inclusive) on which Bursa Securities is open for trading in securities.
- Exercise price** : The amount payable in respect of each new Eden Share to which a Warrant C holder is entitled to subscribe for upon exercise of the Exercise Rights represented by the Warrant C involving such new Eden Share shall be determined by our Board at a later stage on the price-fixing date.
- The exercise price may be adjusted in accordance with the provisions of the Deed Poll C.
- Exercise period** : The period at any time after the Issue Date and ending at 5.00 p.m. on the Expiry Date, provided that if such day falls on a day which is not a Market Day, then it shall be the Market Day immediately preceding the said non-Market Day ("**Exercise Period**").
- Any Warrant C not exercised during the Exercise Period (as defined herein) will thereafter lapse and cease to be valid.
- Mode of exercise** : A Warrant C holder is required to lodge an exercise form with our Company's share registrar which is duly completed, signed and stamped together with a remittance by way of cashier's order or banker's draft or money order or postal order drawn by a bank or post office operating in Malaysia for the credit of the account maintained by our Company or by way of interbank transfer to bank account maintained by our Company for the amount equal to the Exercise Price payable when exercising their Warrants C to subscribe for new Shares. The payment of such fee must be made in Ringgit Malaysia.
- Exercise rights** : Each Warrant C shall entitle the Warrant C holder to subscribe for 1 new Eden Share at the Exercise Price, subject to adjustments in accordance with the provisions of the Deed Poll C ("**Exercise Rights**").
- Board lot** : For the purposes of trading on Bursa Securities, a board lot for the Warrants C shall be 100 Warrants C carrying the right to subscribe for one hundred (100) Eden Shares or such number of Warrants C as may be varied from time to time by Bursa Securities and/or any relevant authorities.
- Adjustment in the exercise price and/or number of Warrants C** : The Exercise Price and/or the number of Warrants C held by each Warrant C holder may from time to time be adjusted subject to adjustments under certain circumstances in accordance with the provisions as set out in the Deed Poll C.

For avoidance of doubt, the terms of the Warrants C are in compliance with Paragraphs 6.54(3)(a) and (b) of the Listing Requirements.

INDICATIVE SALIENT TERMS OF THE DEED POLL C (Cont'd)

- Rights of the Warrant C holders in the event of winding-up, liquidation, compromise or an event of default** : If a resolution is passed for a members' voluntary winding-up of our Company, or there is a compromise or arrangement, whether or not for the purpose of or in connection with a scheme for the reconstruction of our Company or the amalgamation of our Company with one or more companies, then:
- (i) for the purposes of such a winding-up, compromise or arrangement (other than a consolidation, amalgamation or merger in which our Company is the continuing corporation) to which the Warrant C holders, or some persons designated by them for such purposes by a special resolution of the Warrants C holders, shall be a party, the terms of such winding-up, compromise or arrangement shall be binding on all the Warrant C holders; or
 - (ii) every Warrant C holder shall be entitled (upon and subject to the Conditions) at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding up of our Company or six (6) weeks after the granting of the court order approving the compromise or arrangement, by the irrevocable surrender of his Warrants C to our Company, elect to be treated as if he had immediately prior to the commencement of such winding up, compromise or arrangement exercised the Exercise Rights represented by such Warrants C to the extent specified in the exercise notice(s) and be entitled to receive out of the assets of our Company which would be available in liquidation as if he had on such date been the holder of the Eden Shares to which he would have become entitled pursuant to such exercise and the liquidator of our Company shall give effect to such election accordingly. Upon the expiry of the above six (6) weeks, all Exercise Rights of the Warrants C shall lapse and cease to be valid for any purpose.
- Modifications of rights of the Warrant C holder** : Our Company may, from time to time, without the consent or sanction of the Warrant C holders but in accordance with the Deed Poll C, modify the Deed Poll C, if such modification made does not materially prejudice the interests of the Warrant C holders or is made to correct a manifest error or to comply with the prevailing laws of Malaysia.
- Subject to the above and the approval of any relevant authority, any other modification, alteration or abrogation of the covenants or provisions contained in the Deed Poll C proposed or agreed by our Company, shall be subject to the approval of any relevant authority as required under the law in Malaysia and the approval of the Warrant C holders sanctioned by special resolution and must be effected only by the Deed Poll C and expressed to be supplemental and comply with the requirements of the Deed Poll C.
- Cancellation of Warrants C** : Subject to passing of special resolution, our Company may call for a compulsory exchange, surrender or cancellation of unexercised Warrant(s) C in return for shares, other warrants, debentures or other securities or for any other consideration (whether in our Company or in any other company or corporation) (whether incorporated) upon such terms and conditions which our Company deems fit. Any such modification shall be subject to the approval of any relevant authorities, where required.
- Transferability** : The Warrants C will only be transferable in accordance with the provisions of the Deed Poll C subject always to the provisions under the Securities Industry (Central Depositories) Act, 1991 and the Rules of Bursa Depository.

INDICATIVE SALIENT TERMS OF THE DEED POLL C (Cont'd)

Listing : The Warrants C will be listed on the Main Market of Bursa Securities.

Governing law : The laws of Malaysia.

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DRAFT BY-LAWS

EDEN INC. BERHAD
(REGISTRATION NO. 197701005144 (36216-V))

**BY-LAWS OF THE EMPLOYEES' SHARE OPTION SCHEME FOR THE ELIGIBLE DIRECTORS (EXCLUDING
NON-EXECUTIVE DIRECTORS) AND EMPLOYEES OF EDEN INC. BERHAD AND ITS SUBSIDIARIES
(EXCLUDING DORMANT SUBSIDIARIES, IF ANY)**

1. DEFINITIONS AND INTERPRETATIONS

1.1 In the By-Laws, unless the context otherwise requires, the following terms shall have the following meanings:

"Act"	:	Companies Act 2016
"Adviser"	:	Any person who is eligible to act as a principal adviser that fulfils the requirements set out in the Guidelines on Submission of Corporate and Capital Market Product Proposals as well as Chapter 7A of the Licensing Handbook issued by the Securities Commission Malaysia
"Auditor"	:	The external auditor for the time being of the Company or such other firm of auditor registered with the Audit Oversight Board of Malaysia
"Board"	:	Board of Directors of Eden, as may be constituted from time to time
"Bursa Depository"	:	Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
"Bursa Securities"	:	Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
"By-Laws"	:	The rules, terms and conditions governing the ESOS as may be amended, modified and/or supplemented from time to time
"CDS"	:	Central Depository System governed under SICDA
"CDS Account"	:	An account established by Bursa Depository for a depositor for the recording of deposit and withdrawal of securities and for dealing in such securities by the depositor
"Constitution"	:	Constitution of Eden
"Date of Acceptance"	:	The date on which the ESOS Committee receives the written notice from an Eligible Person accepting an Offer
"Date of Offer"	:	The date on which an Offer is served in accordance with the By-Laws
"Depository Rules"	:	Rules of Bursa Depository
"Directors"	:	Director shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007
"Eden" or "the Company"	:	Eden Inc. Berhad (Registration No. 199701005144 (36216-V))
"Eden Group"	:	Eden and its Subsidiaries
"Eden Shares" or "Shares"	:	Ordinary shares of Eden
"Effective Date"	:	The date on which the last of the approvals and conditions in By-Law 17 have been obtained and/or complied with
"Eligible Person"	:	Directors (excluding non-executive Directors) and eligible employees of Eden Group, as the case may be, who meet the eligibility criteria for participation in the ESOS as set out in the By-Laws
"ESOS"	:	Employees' Share Option Scheme
"ESOS Committee"	:	The committee consisting of Directors and/or other persons as shall be appointed and duly authorised by the Board, to implement and administer the ESOS in accordance with the provisions of the By-Laws
"ESOS Option Period"	:	The period during which an ESOS Option may be exercised as may be specified in the Offer
"ESOS Option(s)"	:	The options granted to a Participant which may be exercised to subscribe for new Eden Shares during the ESOS Option Period at the Exercise Price pursuant to the ESOS
"ESOS Period"	:	The duration of the ESOS as set out in By-Law 17.1 and subject to By-Laws 17.3 and 21
"Exercise Price"	:	The price at which a Participant is required to pay for each new Eden Share pursuant to the exercise of an ESOS Option
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities
"Market Day"	:	Any day between Monday to Friday, both days inclusive, which is not a public holiday and a day on which the stock market of Bursa Securities is open for trading in securities
"Maximum Allowable Allotment"	:	The maximum number of new Eden Shares that may be offered and allotted to an Eligible Person in accordance with By-Law 4

DRAFT BY-LAWS (Cont'd)

"Offer"	:	An offer to take up the ESOS Options to subscribe for new Eden Shares as made in writing by the ESOS Committee to any Eligible Person in accordance with the By-Laws and the granting of the ESOS Options to subscribe for the new Eden Shares to the Eligible Persons, in accordance with the By-Laws
"Offer Period"	:	A period of 30 calendar days from the Date of Offer or such longer period as may be determined by the ESOS Committee
"Participant"	:	Eligible Person who has duly accepted the Offer in accordance with the By-Laws
"person connected"	:	Person connected has the same meaning as that assigned to "person connected" in Paragraph 1.01 of the Listing Requirements
"Record of Depositors"	:	A record of securities holders established and maintained by Bursa Depository under the Depository Rules as issued pursuant to the SICDA
"RM" and "sen"	:	Ringgit Malaysia and sen respectively, the lawful currency of Malaysia
"Senior Management"	:	Such employees as the ESOS Committee may determine to be senior management, subject to criteria determined at the sole and absolute discretion of the ESOS Committee from time to time
"SICDA"	:	Securities Industry (Central Depositories) Act 1991
"Subsidiaries"	:	Subsidiaries of Eden within the meaning of Section 4 of the Act (excluding dormant subsidiaries) and include such subsidiaries which are existing as at the Effective Date and those subsequently acquired or incorporated at any time during the ESOS Period (as the case may be) unless determined by the Board and/or ESOS Committee, in its sole discretion, that any such subsidiary of Eden will not fall within this expression
"Terms of Reference"	:	The terms of reference which the Board may establish to regulate and govern the ESOS Committee's functions and/or responsibilities under the By-Laws
"Unexercised ESOS Options"	:	ESOS Options and any part thereof which have not been fully exercised at the relevant time and in respect of which the ESOS Option Period has not expired

1.2 In this By-Laws:

- (a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and Listing Requirements and any policies and/or guidelines of the Bursa Securities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities);
- (b) any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of the By-Laws so far as such modification or re-enactment applies or is capable of applying to any ESOS Options offered and accepted within the ESOS Period and shall also include any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- (c) any reference to the Company and/or other person shall include a reference to its successors-in-title and permitted assigns;
- (d) words importing the singular meaning, where the context so admits, include the plural meaning and vice versa;
- (e) words importing the masculine gender include the feminine genders and all such words shall be construed interchangeably in that manner;
- (f) any liberty or power which may be exercised or any determination which may be made hereunder by the ESOS Committee may be exercised in the ESOS Committee's sole and absolute discretion and the ESOS Committee shall not be under any obligation to give any reasons thereof, except as may be required by the relevant authorities;
- (g) the headings in the By-Laws are inserted for convenience only and shall not be taken into account in the interpretation of the By-Laws; and
- (h) if an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day, and if an event is to occur on a stipulated day which falls after the expiry of the ESOS Period then the stipulated day will be taken to be the last Market Day of the ESOS Period.

DRAFT BY-LAWS (Cont'd)

- 1.3 In the event of any change in the name of the Company from its present name, all references to "Eden Inc. Berhad" in the By-Laws and all other documents pertaining to the ESOS shall be deemed to be references to the Company's new name.

2. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE ESOS

- 2.1 The maximum number of new Eden Shares which may be made available under the ESOS shall not in aggregate exceed 15% of the total number of issued Eden Shares (excluding treasury shares, if any) at any point of time during the duration of the ESOS as provided in By-Law 17.

Notwithstanding By-Law 2.1 or any other provision herein contained, in the event the maximum number of new Eden Shares comprised in the ESOS Options granted under the ESOS exceeds the aggregate 15% of the total number of issued Eden Shares (excluding treasury shares, if any) as a result of the Company purchasing, cancelling or reducing its own shares in accordance with Section 127 of the Act or undertaking any other corporate proposal resulting in the reduction of its total number of issued Shares (excluding treasury shares, if any), all the ESOS Options granted prior to such purchase, cancellation and/or the reduction of the issued share capital of the Company will remain valid or exercisable in accordance with the provisions of the By-Laws. For the avoidance of doubt, no further Offers shall be made until the total number of new Eden Shares comprised in the ESOS Options to be allotted and issued under the ESOS falls below 15% of the total number of issued Eden Shares (excluding treasury shares, if any) in the Company.

- 2.2 Each ESOS Option shall be exercisable into 1 new Eden Share, in accordance with the By-Laws.

3. ELIGIBILITY

- 3.1 The Eligible Persons of the Eden Group who meet the following conditions as at the Date of Offer are eligible to participate in the ESOS:

- (a) he/she shall have attained the age of 18 years old and is neither an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (b) if he/she falls under one of the following categories:
 - (i) employed on a full-time basis and is on the payroll of Eden or any company within the Group whose employment has been confirmed in writing and not served a notice of resignation or received a notice of termination prior to the Date of Offer; or
 - (ii) in the case of a Director, he/she has been appointed to the board of directors of Eden or any company within the Group in an executive capacity and not served a notice of resignation or received a notice of termination prior to the Date of Offer; or
 - (iii) employed under a contract for a fixed term of not less than 1 year in Eden or any company within the Group and has not served a notice of resignation or received a notice of termination prior to the Date of Offer; and
- (c) fulfils any other eligibility criteria including but not limited to the performance targets, appraisals and assessments and/or falls within such grade/category as may be set by the ESOS Committee at any time and from time to time, at its sole and absolute discretion,

provided that nothing herein shall invalidate any selection of any Eligible Person which may have been made by the ESOS Committee on or prior to the Effective Date.

In determining the eligibility and allocation of Eligible Persons to participate in the ESOS, the ESOS Committee will take into account among others, the performance targets, appraisals and past and future contributions of the Eligible Persons to the Eden Group, and such other factors that the ESOS Committee deems relevant from time to time. For avoidance of doubt, the selection of Eligible Persons for participation in the ESOS shall be at the sole and absolute discretion of the ESOS Committee. The decision of the ESOS Committee shall be final and binding.

- 3.2 Notwithstanding By-Law 3.1, the ESOS Committee may from time to time, at its sole discretion select and identify suitable Eligible Person to be offered the ESOS Options.

DRAFT BY-LAWS (Cont'd)

- 3.3 Eligibility, however, does not confer an Eligible Person a claim or right to participate in or any rights whatsoever under the ESOS and an Eligible Person does not acquire or have any rights over or in connection with the ESOS Options or the new Shares comprised in the ESOS unless the ESOS Committee has made an Offer to the Eligible Person in the manner as set out in By-Law 5 and the Eligible Person has accepted the Offer in accordance with the terms of the Offer and the ESOS.
- 3.4 A set of eligibility and allocation criteria as determined by the ESOS Committee from time to time shall be made available to all Eligible Persons of the Group. The Company and/or the ESOS Committee shall ensure that the allocation of the new Shares pursuant to the ESOS shall be verified by the audit and risk committee at the end of each financial year and to include a statement by the audit and risk committee, verifying such allocation, is included in the Company's annual report.
- 3.5 The ESOS Committee may, in its sole and absolute discretion, change or waive any of the conditions of eligibility as set out in By-Law 3.1. The selection of any Eligible Person to participate and number of ESOS Options to be offered under the ESOS shall be at the sole and absolute discretion of the ESOS Committee and the decision of the ESOS Committee shall be binding and final.
- 3.6 If the Eligible Person is:
- (a) a Director, major shareholder, chief executive of Eden or a holding company of Eden; or
 - (b) a person connected to such Director, major shareholder or chief executive of Eden,

the specific allocation of ESOS Options granted by the Company to such Eligible Person must first be approved by the shareholders of Eden at a general meeting and they shall not participate in the deliberation or discussion of their own allocation and they shall not vote and must ensure that such persons connected to them abstain from voting on the resolution approving the said allocation.

4. BASIS OF ALLOTMENT AND MAXIMUM ALLOWABLE ALLOTMENT

- 4.1 Subject to By-Law 2 and any adjustments which may be made under By-Law 14, the maximum number of new Shares that may be offered to an Eligible Person under the ESOS shall be determined at the sole and absolute discretion of the ESOS Committee after taking into consideration, among other factors and where relevant, the position, job performance, job grade, seniority, length of service and / or such other factors as the ESOS Committee deems fit, and shall be subject to the following:
- (a) the total number of new Eden Shares to be issued pursuant to the exercise of the ESOS Options shall not exceed the maximum number of Shares available under the ESOS as stipulated under By-Law 2.1;
 - (b) the Directors and Senior Management of the Group who are Eligible Persons do not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as the allocation of ESOS Options to persons connected with them, if any;
 - (c) not more than 80% of the total new Shares to be issued under the ESOS shall be allocated in aggregate to the Directors and/or Senior Management of Eden Group; and
 - (d) not more than 10% of the total number of new Shares to be issued under the ESOS shall be allocated to Eligible Persons who, either singly or collectively through persons connected with to them, hold 20% or more of the total number of issued Eden Shares (excluding treasury shares),
- provided always that it is in accordance with the Listing Requirements or any prevailing guidelines issued by Bursa Securities, as amended from time to time.
- 4.2 At the time the Offer is made in accordance with By-Law 5, the ESOS Committee shall set out the basis of allotment, identifying the category or grade of the Eligible Person and the Maximum Allowable Allotment for the Eligible Person.
- 4.3 An Eligible Person who holds more than 1 position within the Eden Group, and by holding such positions, the Eligible Person is in more than 1 category, shall only be entitled to the Maximum Allowable Allotment of any 1 of those categories. The ESOS Committee shall be entitled at its sole and absolute discretion to determine the applicable category.

DRAFT BY-LAWS (Cont'd)

- 4.4 In the event that an Eligible Person is promoted, the Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the higher category of employee of which he/she then is a party, subject always to the maximum number of Shares available under the ESOS as stipulated under By-Law 2.1.
- 4.5 In the event that an Eligible Person is redesignated, demoted or moved to a lower category for whatever reason, the Eligible Person's Maximum Allowable Allocation may be reduced to that lower category unless an ESOS Option has been granted and accepted by him before such demotion and where he has accepted the ESOS Option which exceeds his Maximum Allowable Allotment under that lower grade, he will not be entitled to any further allocation for that lower grade.
- 4.6 The ESOS Committee may at its sole and absolute discretion decide whether the granting of the ESOS Options to the Eligible Person will be based on:
- (a) 1 single offer at a time determined by the ESOS Committee; or
 - (b) several offers where the vesting of the ESOS Options comprised in those offers is staggered or made in several tranches at such times and on such terms and conditions as may be determined by the ESOS Committee,

provided always that the aggregate number of new Shares in respect of the Offers granted to any Eligible Person shall not exceed the maximum number of Shares as stipulated in By-Law 2.

In the event the ESOS Committee decides that the vesting of the ESOS Options is to be staggered or made in several tranches, the number of ESOS Options to be granted pursuant to each vesting of the ESOS Options and the timing for the vesting of the same shall be decided by the ESOS Committee at its sole and absolute discretion and each vesting of the ESOS Options shall be separate and independent from the others.

- 4.7 In the event that an Eligible Person is a member of the ESOS Committee, such Eligible Person shall not participate in the deliberation or discussion of his own allocation of the ESOS Options or person connected to him.

5. OFFER

- 5.1 (a) The ESOS Committee shall, within the ESOS Period as specified in By-Law 17, make Offers to any Eligible Person (based on the eligibility criteria as set out in By-Law 3) whom the ESOS Committee may in its sole and absolute discretion select to subscribe for new Eden Shares under the ESOS. Further Offers of ESOS Options may be made to those who become eligible to participate under the ESOS.
- (b) Notwithstanding By-Law 5.1(a) above, where it involves a grant of ESOS Option to Eligible Persons who are members of the ESOS Committee, such grant of ESOS Options shall be decided by the Board subject to By-Law 3.
- 5.2 During the ESOS Period, the actual number of new Eden Shares arising from the exercise of the ESOS Options which may be offered to an Eligible Person shall be at the sole and absolute discretion of the ESOS Committee and, subject to any adjustment that may be made under By-Law 14, shall be in multiples of and not less than 100 Eden Shares and always in multiples of 100 Eden Shares or such amount constituting 1 board lot as permitted by Bursa Securities to be traded on Bursa Securities but subject to the Maximum Allowable Allotment as set out in By-Law 4.
- 5.3 Subject to By-Law 4, nothing herein shall prevent the ESOS Committee from making more than 1 Offer to an Eligible Person after the first Offer made at any 1 time provided always that the total aggregate number of new Eden Shares to be offered to the Eligible Persons (inclusive of Eden Shares already offered under previous Offers, if any) shall not exceed the Maximum Allowable Allotment of such Eligible Person. Each Offer made to any Eligible Person by the ESOS Committee shall be separate and independent from any previous or later Offer made by the ESOS Committee to that Eligible Person.
- 5.4 Any Offer made by the ESOS Committee shall be in writing and such Offer is personal to the Eligible Person to whom the Offer is made, and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever.

DRAFT BY-LAWS (Cont'd)

- 5.5 Unless otherwise approved in writing by the ESOS Committee in its sole and absolute discretion, an Offer shall within 30 calendar days from the Date of Offer or such other period as the ESOS Committee may determine, automatically lapse and be null and void in the event of the death of the Eligible Person or the Eligible Person ceasing to be employed by the Eden Group for any reason whatsoever prior to the acceptance of the Offer by the Eligible Person in the manner set out in By-Law 6.
- 5.6 The ESOS Committee will in its letter of offer ("**Offer Letter**") to an Eligible Person set out the following information, including:
- (a) the number of ESOS Options that are being offered to the Eligible Person;
 - (b) the number of the new Eden Shares entitled to subscribe for upon the exercise of the ESOS Option;
 - (c) the Exercise Price;
 - (d) the ESOS Option Period;
 - (e) the closing date for acceptance of the Offer;
 - (f) the manner of exercise of the ESOS Options;
 - (g) any vesting conditions as may be stipulated by the ESOS Committee, if any; and
 - (h) any other information deemed necessary by the ESOS Committee, if any.
- 5.7 The Company shall keep and maintain at its expense a register of Participants as required under Section 129 of the Act and shall enter in that register:
- (a) the names of the Participant;
 - (b) the addresses of the Participant;
 - (c) the Maximum Allowable Allotment;
 - (d) the number of ESOS Options offered;
 - (e) the number of ESOS Options accepted;
 - (f) the number of ESOS Options exercised;
 - (g) the Date of Offer; and
 - (h) the Exercise Price.
- 5.8 In the event the Offer Letter contains an error on the part of the Company in stating any of the particulars referred to in By-Law 5.6 above, the Company shall issue a revised Offer Letter, stating the correct particulars of the Offer within 14 calendar days of discovering such error and the revised particulars of the Offer shall take effect on the date of the revised Offer Letter except for ESOS Options which have already been exercised as at the date of the revised Offer Letter.
- 5.9 The Company shall, on the Date of Offer, announce the following to Bursa Securities upon the ESOS Options are being offered under the ESOS:
- (a) Date of Offer;
 - (b) Exercise Price of ESOS Options offered;
 - (c) number of ESOS Options offered;
 - (d) market price of its securities on the Date of Offer;
 - (e) number of ESOS Options offered to each Director, if any; and
 - (f) vesting period of the ESOS Options offered.

DRAFT BY-LAWS (Cont'd)**6. ACCEPTANCE OF THE OFFER**

- 6.1 An Offer made by the ESOS Committee to an Eligible Person under By-Law 5 which shall be valid during the Offer Period, and such Offer shall be accepted by the Eligible Person within the Offer Period by giving a written notice to the ESOS Committee in such form as may be prescribed by the ESOS Committee of such acceptance and accompanied by a payment to the Company of a non-refundable cash consideration of RM1.00 only for the grant of the ESOS Options (regardless of the number of Eden Shares comprised therein), a confirmation by the Eligible Persons that they agree to be bound by the terms of these By-Laws and an acknowledgement that they have been provided with a copy of these By-laws. The day of receipt of such written notice shall constitute the Date of Acceptance.
- 6.2 If the Offer is not accepted in the manner prescribed by the ESOS Committee, such Offer shall upon the expiry of the Offer Period automatically lapse and shall be null and void and be of no effect, and the new Eden Shares comprised in such ESOS Options may, at the sole and absolute discretion of the ESOS Committee, be re-offered to other Eligible Persons.
- 6.3 Notwithstanding By-Law 6.2, in the event of the demise of an Eligible Employee or in the event the Eligible Employee shall cease to be an employee within the Group or shall cease to be a Director as the case may be, or become a bankrupt prior to the acceptance of an Offer made to the Eligible Employee, such Offer shall automatically lapse and shall not be capable of acceptance.

7. EXERCISE PRICE

- 7.1 Subject to any adjustments in accordance with By-Law 14, the Exercise Price at which the Participant is entitled to subscribe for the new Eden Shares, to be determined by the Board upon recommendation of the ESOS Committee, shall be fixed based on a discount of not more than 10% of the 5-day volume weighted average market price of the Shares as traded on the Main Market of Bursa Securities immediately preceding the Date of Offer.
- 7.2 The Exercise Price as determined by the Board shall be conclusive and binding on the Participants and shall be subject to any adjustments in accordance with By-Law 14.

8. EXERCISE OF ESOS OPTIONS

- 8.1 Subject to By-Law 9, an ESOS Option granted to a Participant under the ESOS is exercisable only by that Participant (in accordance with the terms set out in the Offer Letter) while the Participant is in the employment by or appointment in the Eden Group within the ESOS Option Period.
- 8.2 Subject to any adjustments in accordance with By-Law 14, the ESOS Committee may, at any time and from time to time before or after an ESOS Option is granted pursuant to By-Law 6, limit the exercise of the ESOS Option to a maximum number of new Eden Shares and/or such percentage of the total new Eden Shares relevant to the ESOS Options during such periods (as determined by the ESOS Committee) within the ESOS Option Period and impose any other terms and conditions deemed appropriate by the ESOS Committee at its sole and absolute discretion including amending/varying any terms and conditions imposed earlier subject always to By-Law 16.
- 8.3 All ESOS Options to the extent that they have not been exercised upon the expiry of the ESOS Option Period or ESOS Period (whichever the earlier) shall automatically lapse and become null and void and have no further effect.
- 8.4 The Participant shall notify the ESOS Committee in writing in the prescribed form, as amended from time to time, of the Participant's intention to exercise the ESOS Option ("**Notice of Exercise**") within the period that may be stipulated by the ESOS Committee provided that where an ESOS Option is exercised in part, such exercise must not be for less than 100 Shares and must be for multiples of 100 Shares other than in the case of the final exercise by the Participant. Such partial exercise of the ESOS Option shall not preclude the Participant from exercising the ESOS Option as to the balance thereof at any time in the future but within the ESOS Option Period.
- 8.5 In the event the balance of Eden Shares exercisable by a Participant in accordance with the By-Laws shall be less than 100 Eden Shares, the said balance shall, if exercised, be exercised in a single tranche.

DRAFT BY-LAWS (Cont'd)

- 8.6 Every such Notice of Exercise shall be accompanied by a remittance in Ringgit Malaysia in the form of remittance by way of bank transfer, a banker's draft or cashier's order drawn and payable in Malaysia or any other mode acceptable to the ESOS Committee for the full amount of the subscription monies in relation to the number of Eden Shares in respect of which the written notice is given. The Company shall endeavour to allot and issue such new Eden Shares to the Participant in accordance with the Listing Requirements, Constitution, SICDA and the Depository Rules, despatch the notice of allotment to the Participant and make an application for the listing of and quotation for the new Eden Shares within 8 Market Days from the receipt by the Company of the aforesaid notice and remittance from the Participant or such other period as may be prescribed by Bursa Securities.
- 8.7 Any failure to comply with the foregoing provisions and/or to provide all information as required in the Notice of Exercise or inaccuracy in the information provided shall result in the Notice of Exercise being rejected. The ESOS Committee shall inform the Participant of the rejection of the Notice of Exercise and the Participant shall then be deemed not to have exercised his/her ESOS Options.

9. NON-TRANSFERABILITY, TERMINATION OF UNEXERCISED ESOS OPTIONS AND SUSPENSION

- 9.1 Subject to By-Laws 9.2 and 9.3, any Unexercised ESOS Option in respect of the ESOS shall forthwith lapse and/or be deemed to be cancelled and/or cease to be exercisable, as the case may be, without any claim against the Company and the ESOS Committee upon occurrence any 1 or more of the following events:

- (a) service of a notice of resignation of the Participant; or
- (b) service of a notice of termination on or termination or cessation of employment of the Participant with the Eden Group by reason of breach of contract or misconduct; or
- (c) bankruptcy of the Participant; or
- (d) any other circumstances acceptable to the ESOS Committee in its exercise of discretion.

The Eden Shares in respect of such Unexercised ESOS Option may be re-offered to other Eligible Persons at the sole and absolute discretion of the ESOS Committee.

- 9.2 In the event of the termination or cessation of employment of the Participant in any of the following circumstances:

- (a) retirement at or after attaining normal retirement age under the Eden Group's retirement policy; or
- (b) retirement before the normal retirement age with the consent of his/her employer being a company within the Eden Group; or
- (c) resignation or termination of the employment of the Participant by reason of ill-health, injury or physical or mental disability; or
- (d) expiration of the employment contract of the Participant; or
- (e) retrenchment or redundancy, pursuant to the acceptance by that Participant of a voluntary separation scheme offered by the Eden Group; or
- (f) divestment from and transfer to/ from the Group as set out in By-Law 20; or
- (g) any other circumstances as may be determined by the ESOS Committee,

the ESOS Committee may, within 30 calendar days from the date of occurrence of any of the circumstances set out in By-Law 9.2 herein, subject to their sole and absolute discretion, permit the exercise of any Unexercised ESOS Option by the Participant subject to such terms and conditions as may be prescribed, notwithstanding that:

- (i) the ESOS Option Period has not commenced; and/or
- (ii) other terms and conditions set out in the Offer have not been fulfilled or satisfied.

DRAFT BY-LAWS (Cont'd)

Any Unexercised ESOS Option shall forthwith lapse and/or be deemed to be cancelled and/or cease to be exercisable after 30 calendar days from the date of occurrence of the circumstances set out in By-Law 9.2 above, as the case may be, without any liability to or right to claim against the Company and the ESOS Committee. The Eden Shares in respect of such ESOS Option may be re-offered to other Eligible Persons at the sole and absolute discretion of the ESOS Committee.

- 9.3 In the event of death of the Participant, By-Law 9.2 shall apply mutatis mutandis to the Participant's legal or personal representatives as if the Participant's legal or personal representatives were the Participant.
- 9.4 All ESOS Options which the ESOS Committee permits to be exercisable pursuant to By-Law 9.2 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed by the ESOS Committee notwithstanding that the ESOS Option Period has not commenced or has not expired. The ESOS Committee may, in its sole and absolute discretion, change or waive any of the requirements and/or timing as set out in By-Law 9.2.
- 9.5 Any unaccepted and/or Unexercised ESOS Option will forthwith lapse and/or be deemed to be cancelled and/or ceased to be capable of vesting/ exercisable, as the case may be, without any claim against Eden, the ESOS Committee upon the occurrence of one or more of the following events:
- (i) winding up or liquidation of Eden; or
 - (ii) termination of the ESOS pursuant to By-Law 21.

9A DISCIPLINARY ACTIONS

- 9A.1 In the event that a Participant is subject to disciplinary proceedings (whether or not such disciplinary proceedings may give rise to a dismissal or termination of services of such Participant), the ESOS Committee have the right, at its sole and absolute discretion, to suspend the rights of the Participant to exercise the Participant's ESOS Option pending the outcome of such disciplinary proceedings. The ESOS Committee may impose such terms and conditions as the ESOS Committee shall deem appropriate having regard to the nature of the charges made or brought against such Participant, provided always that:
- (a) in the event such Participant shall subsequently be found not guilty of the charge which gave rise to such disciplinary proceedings, the ESOS Committee shall reinstate the rights of such Participant to exercise the Participant's ESOS Option as if such disciplinary proceeding had not been instituted in the first place; or
 - (b) in the event such Participant is found guilty of the charge and the same results in the dismissal or termination of service of such Participant, the ESOS Option shall immediately upon pronouncement of the dismissal or termination of service of such Participant, automatically lapse without notice and thereafter shall be null and void and be of no effect notwithstanding that such recommendation may be subsequently challenged by the Participant in any other forum; or
 - (c) in the event such Participant is found guilty of the charge but no dismissal or termination of service is recommended, the ESOS Committee shall have the right to determine at its sole and absolute discretion whether or not the Participant may continue to exercise the Participant's ESOS Option and, if so, to impose such terms and conditions as it deems appropriate, for the exercise thereof; or
 - (d) in the event that no decision is made and/or disciplinary proceedings are not concluded prior to the expiry of the ESOS Option Period, the ESOS Option of such Participant shall immediately lapse on the expiry of the ESOS Option Period without notice,

and nothing herein shall impose any obligation on the ESOS Committee to enquire into or investigate the validity of such disciplinary proceedings and the ESOS Committee shall not under any circumstances be held liable for any costs, losses, expenses, damages or liabilities, gains or profits foregone, arising from the ESOS Committee's exercise of or failure to exercise any of its rights under the By-Laws.

- 9A.2 Any Offer which has been made by the ESOS Committee to the Eligible Person but have not been accepted by the Eligible Person in the manner prescribed in By-Law 6 arising from the Participant's death, cessation or termination of employment with the Eden Group for whatever reason as the case may be, shall become null and void and be of no effect.

DRAFT BY-LAWS (Cont'd)**10. TAKE-OVER AND COMPULSORY ACQUISITION, DISPOSAL OF ASSETS, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.****10.1 In the event:**

- (a) a takeover offer being made for the Company through a general offer to acquire the whole of the issued share capital of the Company (or such part thereof not at the time owned by the person making the general offer ("**Offeror**") or any persons acting in concert with the Offeror) and such takeover offer is announced by the Offeror as being unconditional or have become unconditional, any Unexercised ESOS Options may immediately be exercised by the Participant or Participant's legal and personal authorised representatives, as the case may be, during the offer period (as defined under the Rules on Take-Overs, Mergers and Compulsory Acquisitions) or until the expiry of the ESOS Option Period, whichever is earlier;
- (b) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of Eden Shares under the provisions of the Act and/or Capital Markets And Services Act, 2007 or other relevant law applicable at the material time and gives notice to the Company that it intends to exercise such right on a specific date, any Unexercised ESOS Options may immediately be exercised by the Participant or Participant's legal and personal representatives, as the case may be, from the date of service of the said notice to the Company until and inclusive of the date on which the right of the compulsory acquisition is exercised or until the expiry of the ESOS Option Period, whichever is earlier; or
- (c) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional, any Unexercised ESOS Options may immediately be exercised by the Participant or Participant's legal and personal representatives, as the case may be, commencing from the unconditional date of the said disposal until the date prescribed by the ESOS Committee within the ESOS Option Period,

subject to such terms and conditions (if any) as may be prescribed by the ESOS Committee notwithstanding that:

- (i) the ESOS Option Period has not commenced; and/or
- (ii) other terms and conditions set out in the Offer have not been fulfilled or satisfied.

10.2 In the event of:

- (a) the court sanctioning a compromise or arrangement between the Company and its members for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company or its amalgamation with any other company or companies or a privatisation via selective capital reduction, the ESOS Committee may permit the exercise of any Unexercised ESOS Options by the Participant or Participant's legal and personal representatives, as the case may be, at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court or a date to be specified by the ESOS Committee within the ESOS Option Period up to such period as may be determined by the ESOS Committee provided that no ESOS Options shall be exercised after the expiry of the ESOS Option Period; or
- (b) in the event the Company decides to merge with other company or companies, the ESOS Committee may permit the exercise of any Unexercised ESOS Options by the Participant or Participant's legal and personal representatives, as the case may be, at any time commencing from the unconditional date of the said transaction until the date prescribed by the ESOS Committee within the ESOS Option Period;

subject to such terms and conditions as may be prescribed notwithstanding that:

- (i) the ESOS Option Period has not commenced; and/or
- (ii) other terms and conditions set out in the Offer have not been fulfilled or satisfied.

10.3 All ESOS Options which the ESOS Committee permits to be exercisable pursuant to By-Law 10 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed by the ESOS Committee notwithstanding that the ESOS Option Period has not commenced or has not expired.

DRAFT BY-LAWS (Cont'd)**11. RANKING OF NEW SHARES**

- 11.1 The new Eden Shares to be issued arising from the exercise of the ESOS Options shall, upon issuance and allotment, rank equally in all respects with the then existing Eden Shares except that the new Eden Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distribution which may be declared, made or paid to the shareholders of Eden, unless such new Eden Shares were issued and allotted on or before the entitlement date (i.e. the date as at the close of business on which the name of shareholders must appear on the Record of Depositors with the Bursa Depository in order to be entitled to any dividends, rights, allotments and/or other distributions) of such rights, allotments and/or other distributions.
- 11.2 The Participants shall not in any event be entitled to any dividends, rights, allotments and/or any other distributions until and unless such Participants exercise their ESOS Options into new Eden Shares and such new Shares are credited into the Participant's respective CDS Accounts.
- 11.3 The ESOS Options shall not carry any right to vote at any general meeting of the Company or rank for any distributions in the event of any voluntary or involuntary liquidation or dissolution of the Company until and unless the Shares issued and allotted arising from the exercise of the ESOS Options have been issued, allotted and credited into the CDS Accounts of the Participants.
- 11.4 The new Shares under the ESOS will be subjected to all the Constitution relating to transfer, transmission or otherwise of the Eden Shares.

12. RETENTION PERIOD

- 12.1 The ESOS Shares to be allotted and issued and/or transferred to the Participants pursuant to the By-Laws will not be subject to any retention period or restriction of disposal, transfer and/or assignment unless the ESOS Committee stipulates otherwise in the Offer or prohibited by any applicable laws, regulation and guidelines.
- 12.2 The expression "retention period" referred to in By-Law 12.1 shall mean the period in which the ESOS Shares allotted and issued and/or transferred pursuant to the ESOS must not be sold, transferred, assigned or otherwise disposed of by the Participant.
- 12.3 The ESOS Committee shall be entitled to prescribe or impose, in relation to any offer, any condition relating to any retention period or restriction on transfer as it deems fit. An Eligible Person should note that the Shares are encouraged for him/her to hold as an investment rather than for any speculative purposes and/or the realisation of any immediate gain.

13. LISTING AND QUOTATION OF THE NEW SHARES

- 13.1 Upon the exercise of any ESOS Options in accordance with By-Law 8 and subject to By-Law 17, the Company shall apply to Bursa Securities for the listing and quotation of such new Eden Shares on the Main Market of Bursa Securities.
- 13.2 The Company and the ESOS Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the Shares or in procuring Bursa Securities to list the Shares for which the Participant is entitled to subscribe.

14. ALTERATION OF SHARE CAPITAL DURING THE ESOS OPTION PERIOD

- 14.1 In the event of any alteration in the capital structure of the Company during the ESOS Period, whether by way of capitalisation of profit or reserves, rights issue, bonus issue, capital reduction, subdivision or consolidation of shares or capital or any other variations of capital or howsoever otherwise taking place, the Board shall have the discretion and accordingly assess the practicality of complying with the requirement to cause such corresponding adjustments (if any) to be made to:
- (i) the Exercise Price of the ESOS Options; and/or
 - (ii) the number of the new Shares comprised in the ESOS Options granted to each Participant (excluding ESOS Options already exercised).

DRAFT BY-LAWS (Cont'd)

Any adjustment pursuant to this By-Law 14 shall be made in accordance with the following formula:

- (a) If and whenever a Eden Share by reason of any consolidation or subdivision or conversion of Shares, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{A \times C}{B}$$

$$\text{New number of Shares under ESOS Options} = \frac{D \times B}{A}$$

Where:

- A = the aggregate number of issued Shares immediately before such consolidation or subdivision or conversion
- B = the aggregate number of issued Shares immediately after such consolidation or subdivision or conversion
- C = existing Exercise Price
- D = existing number of Shares comprised in the ESOS Options in respect of the rights to subscribe for new Shares so far as unexercised
- (b) Each such adjustment will be effective from the commencement of the next Market Day following the entitlement for such issue.

If and whenever the Company shall make any issue of Shares to its ordinary shareholders credited by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature other than an issue of Shares to the shareholders who elect to receive Shares in lieu of cash or other dividend and including capital redemption reserve fund, if applicable), the Exercise Price shall be adjusted in the following manner:

$$\frac{C \times A}{A + B}$$

and the additional number of new Eden Shares comprised in the ESOS Options which a Participant may be entitled to be issued with, shall be calculated as follows:

$$\text{Additional number of Eden Shares comprised in the ESOS Options} = \left[T \times \frac{A + B}{A} - T \right]$$

where:

- A = the aggregate number of issued and fully paid Shares on the entitlement date (namely the date as at the close of business on which shareholders must be registered in order to be entitled to any dividends, rights allotments and/or other forms of distributions) immediately before such bonus issue or capitalisation issue;
- B = the aggregate number of new Shares to be issued pursuant to any allotment to ordinary shareholders of the Company credited as fully-paid by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature and including capital redemption reserve fund, if applicable);
- C = as defined above; and
- T = existing number of the new Shares comprised in the ESOS Options held.

DRAFT BY-LAWS (Cont'd)

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

- (c) If and whenever the Company shall make:
- (i) a Capital Distribution (as defined below) to its ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
 - (ii) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
 - (iii) any offer or invitation to its ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into Shares or securities with rights to acquire or subscribe for Shares,

then and in respect of each such case, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{C - D}{C}$$

and in respect of the case referred to in By-Law 14.1(c)(ii) hereof, the additional number of the new Eden Shares comprised in the ESOS Options which a Participant may be entitled to be issued with, shall be calculated as follows:

$$\text{Additional number of Eden Shares comprised in the ESOS Options} = \left[T \times \frac{C}{C - D^*} \right] - T$$

where:

- T = T as in By-Law 14.1(b);
- C = the Current Market Price (as defined in By-Law 14.1(f)) of each Share on the Market Day immediately preceding the date on which the Capital Distribution or, as the case may be, the offer or invitation is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and
- D = (aa) in the case of an offer or invitation to acquire or subscribe for Shares under By-Law 14.1(c)(ii) above or for securities convertible into Shares or securities with rights to acquire or subscribe for the Shares under By-Law 14.1(c)(iii) above, the value of rights attributable to 1 Share (as defined below); or
- (bb) in the case of any other transaction falling within By-Law 14.1(c) hereof, the fair market value, as determined (with the concurrence of the Auditors and/or the Adviser), of that portion of the Capital Distribution attributable to 1 Share.

For the purpose of definition of "D" in (aa) above, the "value of rights attributable to 1 Share" shall be calculated in accordance with the formula:

$$\frac{C - E}{F + 1}$$

where:

- C = C as in By-Law 14.1(c);
- E = the subscription price for 1 additional Share under the terms of such offer or invitation or subscription for 1 additional security convertible into Shares or 1 additional security with rights to acquire or subscribe for Shares;
- F = the number of existing Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for 1 additional Share or security convertible into Shares or 1 additional security with rights to acquire or subscribe for Shares; and

DRAFT BY-LAWS (Cont'd)

D* = the value of the rights attributable to 1 Share (as defined below).

For the purpose of D* above, the "value of the rights attributable to 1 existing Share" shall be calculated in accordance with the formula:

$$\frac{C - E^*}{F^* + 1}$$

where:

C = C as in By-Law 14.1(c);

E* = the subscription price for 1 additional Share under the terms of such offer or invitation to acquire or subscribe for Shares; and

F* = the number of existing Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for 1 additional Share.

For the purpose of By-Law 14.1(c) hereof, "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares (other than an issue falling within By-Law 14.1(b) hereof) or other securities credited by way of capitalisation of profits or reserves (whether of a capital or income nature and including capital redemption reserve fund, if applicable).

Any dividend charged or provided for in the accounts of any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited statement of profit or loss and other comprehensive income of the Company.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

(d) If and whenever the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) or By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I)}{(G + H + B) \times C}$$

and where the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the additional number of Eden Shares comprised in the ESOS Options which a Participant may be entitled to be issued with, shall be calculated as follows:

$$\text{Additional number of Eden Shares comprised in the ESOS Options} = \left[T \times \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] - T$$

where:

B = B as in By-Law 14.1(b) above;

C = C as in By-Law 14.1(c) above;

G = the aggregate number of issued Shares on the entitlement date;

H = the aggregate number of new Shares under an offer or invitation to acquire or subscribe for Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into Shares or rights to acquire or subscribe for Shares, as the case may be;

H* = the aggregate number of new Shares under an offer or invitation to acquire or subscribe for Shares by way of rights;

DRAFT BY-LAWS (Cont'd)

- I = the subscription price of 1 additional Share under the offer or invitation to acquire or subscribe for Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for 1 additional Share, as the case may be;
- I* = the subscription price of 1 additional Share under the offer or invitation to acquire or subscribe for Shares; and
- T = T as in By-Law 14.1(b) above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

- (e) If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Eden Shares as provided in By-Law 14.1(c)(ii) above together with an offer or invitation to acquire or subscribe for securities convertible into Eden Shares or securities with rights to acquire or subscribe for Eden Shares as provided in By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C}$$

and the additional number of Eden Shares comprised in the ESOS Options which a Participant may be entitled to be issued with, shall be calculated as follows:

$$\text{Additional number of Eden Shares comprised in the ESOS Options} = \left[T \times \frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)} \right] - T$$

where:

- C = C as in By-Law 14.1(c) above;
- G = G as in By-Law 14.1(d) above;
- H = H as in By-Law 14.1(d) above;
- H* = H* as in By-Law 14.1(d) above;
- I = I as in By-Law 14.1(d) above;
- I* = I* as in By-Law 14.1(d) above;
- J = the aggregate number of Shares to be issued to its ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for Shares by the ordinary shareholders of the company;
- K = the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for 1 additional Share; and
- T = T as in By-Law 14.1(b) above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

- (f) If and whenever the Company makes an allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in By-Law 14.1(c)(ii) above, together with rights to acquire or subscribe for securities convertible into or with rights to acquire or subscribe for Eden Shares as provided in By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J + B) \times C}$$

DRAFT BY-LAWS (Cont'd)

and the additional number of Eden Shares comprised in the ESOS Options which a Participant may be entitled to be issued with, shall be calculated as follows:

$$\text{Additional number of Eden Shares comprised in the ESOS Options} = \left[T \times \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] - T$$

where:

- B = B as in By-Law 14.1(b) above;
- C = C as in By-Law 14.1(c) above;
- G = G as in By-Law 14.1(d) above;
- H = H as in By-Law 14.1(d) above;
- H* = H* as in By-Law 14.1(d) above;
- I = I as in By-Law 14.1(d) above;
- I* = I* as in By-Law 14.1(d) above;
- J = J as in By-Law 14.1(e) above;
- K = K as in By-Law 14.1(e) above; and
- T = T as in By-Law 14.1(b) above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

For the purposes of By-Laws 14.1(c), (d), (e) and (f) above, the "Current Market Price" in relation to 1 existing Share for any relevant day shall be the volume weighted average market prices for 5 consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by Bursa Securities.

Such adjustments (other than on a bonus issue) must be confirmed in writing by either the Auditor or Adviser, acting as an expert and not as arbitrator, upon reference to them by the ESOS Committee, to be in their opinion, fair and reasonable, provided always that:

- (A) any adjustment to the Exercise Price shall be rounded down to the nearest 1 sen;
- (B) in the event that a fraction of a new Share arising from the adjustment referred to in this By-Law 14 would otherwise be required to be issued, the Participant's entitlement shall be rounded down to the nearest whole number;
- (C) upon any adjustment being made pursuant to this By-Law 14, the ESOS Committee shall, within 15 Market Days of the effective date of the alteration in the capital structure of the Company, notify the Participant (or his legal representatives where applicable) in writing informing him of the adjusted Exercise Price thereafter in effect and/or the revised number of new ESOS Options thereafter to be issued; and
- (D) any adjustments made must be in compliance with the provisions for adjustment as provided in this By-Law 14.

The foregoing provisions on adjustment of the Exercise Price and the number of Shares comprised in the ESOS Options shall be subject to the following:

- (i) on any such adjustment the resultant Exercise Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price or reduce the number of Shares comprised in the ESOS Options so far as unexercised to which the Participant is already entitled to;

DRAFT BY-LAWS (Cont'd)

- (ii) no adjustment shall be made to the Exercise Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions would be less than one (1) sen or the number of Shares comprised in the ESOS Options so far as unexercised is less than one (1) Share and any adjustment that would otherwise be required then to be made will not be carried forward;
- (iii) if an event giving rise to any such adjustment shall be capable of falling within any two or more of paragraphs (a) to (f) in this By-Law 14 (both inclusive) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Directors of the Company and the external auditors or the Company may agree;
- (iv) if for any reason an event giving rise to an adjustment to the Exercise Price and/or the number of Shares comprised in the ESOS Options so far as unexercised to which a Participant may be entitled to is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the Directors of the Company and the external auditors or the Company may agree; and
- (v) in determining a Participant's entitlements to subscribe for Shares, any fractional entitlements will be disregarded.

In addition, the Company shall, at the request of the Participant, furnish such Participant with a copy of the certificate from the Auditor or Adviser (as the case may be) to the effect that the opinion of such Auditor or Adviser (as the case may be), acting as an expert and not an arbitrator, on whether the adjustment is fair and reasonable either generally or as regard such Participant, and such certification shall be final and binding on all parties.

If the ESOS Committee and the Auditor are unable to agree upon any adjustment required under these provisions, the ESOS Committee shall refer the adjustment to the decision of another external auditor acting as expert and not arbitrator and whose decision as to such adjustment shall be final, conclusive and binding.

For the avoidance of doubt, any adjustments to the Exercise Price and/or the number of the new Shares comprised in the ESOS Options so far as unexercised arising from bonus issues, need not be confirmed in writing by the Auditor or Adviser (as the case may be).

Notwithstanding the provisions in this By-Law 14.1, in any circumstances where the ESOS Committee considers that adjustments to the Exercise Price and/or the number of new Shares comprised the ESOS Options so far as unexercised as provided for hereunder should not be made or should be calculated on a different basis or different date or should take effect on a different date or that such adjustments be made to the Exercise Price and/or the number of new Shares comprised in the ESOS Options, the ESOS Committee may exercise its own discretion or appoint an external auditor to consider whether for any reasons whatsoever (to the extent permissible by the Listing Requirements or any other relevant regulations) the adjustment calculation or determination to be made (or the absence of an adjustment calculation or determination) is appropriate or inappropriate as the case may be. In the event an external auditor is appointed and such external auditor considers the adjustment calculation or determination to be inappropriate, the adjustment shall be modified or nullified (or an adjustment calculation or determination made even though not required to be made) in such manner as may be considered by such external auditor to be appropriate.

- 14.2 No adjustments shall be made to the Exercise Price and/or the number of the new Shares comprised in the ESOS Options or any portion thereof that is unexercised when the alteration in the capital structure of the Company arises from:

- (i) an issue of new Shares upon the exercise of ESOS Options pursuant to the ESOS; or
- (ii) an issue of new Shares arising from the exercise of any conversion rights attached to securities convertible to new Shares or upon exercise of any other rights including warrants (if any) issued by the Company; or
- (iii) an issue of securities as consideration or part consideration for an acquisition of securities, assets or business by the Group; or
- (iv) private placement or restricted issue or special issue of new Shares by the Company; or
- (v) an issue of securities as a special issue of new Shares to Bumiputera parties or investors approved by the Ministry of International Trade and Industry, Malaysia and/or other relevant governmental authorities to comply with the government policy on Bumiputera capital participation; or

DRAFT BY-LAWS (Cont'd)

- (vi) a purchase by the Company of its own Shares and the cancellation of all or a portion of the Shares pursuant to the relevant provisions of the Act; or
 - (vii) an issue by the Company of Shares or of securities convertible into Shares or securities with rights to acquire or subscribe for Shares to its officers, including Directors, or employees of the Company or any of its subsidiaries pursuant to purchase or option schemes approved by the shareholders in general meeting; or
 - (viii) any issue of Shares by the Company pursuant to a dividend reinvestment scheme undertaken in accordance with the Listing Requirements or for any purpose whatsoever.
- 14.3 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Subdivision 2 of Division 7 of the Act, By-Law 14.1 shall be applicable in respect of such parts of the scheme which involves any alteration in the capital structure of the Company to which By-Law 14.1 is applicable, but By-Law 14.1 shall not be applicable in respect of such parts of the scheme which involves any alteration in the capital structure of the Company to which By-Law 14.2 is applicable.
- 14.4 Notwithstanding the provisions referred to in the By-Laws, the ESOS Committee may exercise its discretion to determine whether any adjustments to the Exercise Price and/or the number of ESOS Options be calculated on a different basis or date or should take effect on a different date or that such adjustments be made to the Exercise Price and/or the number of ESOS Options notwithstanding that no such adjustment formula has been explicitly set out in the By-Laws.
- 15. ADMINISTRATION OF THE ESOS**
- 15.1 The ESOS shall be administered by the ESOS Committee consisting of such persons appointed by the Board from time to time. The Board shall have the discretion as it deems fit from time to time to approve, rescind and/or revoke the appointment of any person in the ESOS Committee and appoint replacement members to the ESOS Committee, assume and/or exercise or execute any of the powers and authorities conferred upon the ESOS Committee pursuant to the By-Laws, as well as to amend, modify or vary the Terms of Reference. The ESOS Committee shall be vested with such powers and duties as are conferred upon it by the Board.
- 15.2 The ESOS Committee may for the purpose of administering the ESOS do all acts and things and/or caused the Company to enter into any transaction, agreement, deed, document or arrangement, make rules, regulations or impose terms and conditions or delegate part of its powers relating to the ESOS, which the ESOS Committee may in its discretion consider to be necessary or desirable to give full effect to the ESOS and generally exercise such powers and perform such acts as are deemed necessary or expedient to promote the best interest of the Company.
- 15.3 The ESOS Committee in the exercise of this power may correct any defect, supply any omission, or reconcile any inconsistency in the ESOS or in any agreement providing for an ESOS Option in a manner and to the extent it shall deem necessary to expedite and make the ESOS fully effective.
- 15.4 The ESOS Committee is to ensure that the respective Directors and/or Senior Management do not participate in the deliberation or discussion of their own allocation.
- 16. MODIFICATION, VARIATION AND/OR AMENDMENT TO THE ESOS**
- 16.1 Subject to By-Law 16.2 and compliance with the Listing Requirements and the approvals of any other authorities (if required), the ESOS Committee may at any time and from time to time recommend to the Board any modification, variation and/or amendment of the By-Laws as it shall in its discretion think fit and the Board shall have the power by resolution to make any modification, variation and/or amendment of the By-Laws upon such recommendation and subject to the Company submitting a confirmation letter to Bursa Securities and the amended By-Laws (within 5 Market Days after the effective date of the modification, variation and/or amendment of the By-Laws) each time any modification, variation and/or amendment is made, that the said modification, variation and/or amendment is in compliance with the Listing Requirements pertaining to share issuance schemes and Depository Rules pursuant to Paragraph 2.12 of the Listing Requirements.
- 16.2 Subject to By-Law 16.3, the approval of the shareholders of the Company in general meeting shall not be required in respect of the modification, variation and/or amendment of the By-Laws provided that no modification, variation and/or amendment are made to the By-Laws which would:
- (a) materially prejudice any rights which would have accrued to any Participant without his/her prior consent; or

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- (b) materially prejudice any rights of the shareholders of the Company; or
 - (c) increase the number of Shares available under the ESOS beyond the maximum imposed by By-Law 2.1; or
 - (d) alter any matter which are required to be contained in the By-Laws by virtue of Appendix 6E of the Listing Requirements to the advantage of any Participant or group of Participants or all Participants;
- unless a shareholders' approval is obtained at a general meeting.
- 16.3 For the purpose of complying with the Listing Requirements, the By-Laws shall not be amended or altered in any way whatsoever for the advantage of the Participants without the prior approval of shareholders in general meeting.
- 16.4 The ESOS Committee shall within 5 Market Days of any modification and/or amendment made pursuant to the By-Laws, notify the Participant in writing of any modification and/or amendment made pursuant to the By-Laws.
- 16.5 The Participants shall be given written notice of any additions, amendments to and/or deletions of these By-Laws within 30 calendar days of any of the foregoing taking effect.
- 17. DURATION**
- 17.1 The effective date for the implementation of the ESOS shall be such date to be determined and announced by the Board following full compliance with all relevant requirements of the Listing Requirements including the following ("**Effective Date**"):
- (a) approval of Bursa Securities for the listing of and quotation for new Eden Shares to be issued pursuant to the exercise of the ESOS Options granted under the ESOS;
 - (b) approval of the Shareholders for the ESOS at a general meeting;
 - (c) submission of the final copy of the By-Laws to Bursa Securities together with a letter of compliance pursuant to Paragraph 2.12 of the Listing Requirements and a checklist showing compliance with Appendix 6E of the Listing Requirements;
 - (d) approvals of any other relevant regulatory authorities, where applicable; and
- fulfilment of all conditions attached to the above approvals (if any).
- 17.2 The Adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance with the relevant requirements of the Listing Requirements stating the Effective Date of implementation of the ESOS together with a certified true copy of a resolution passed by the shareholders of the Company in a general meeting approving the ESOS. The confirmation letter shall be submitted to Bursa Securities no later than 5 Market Days after the Effective Date.
- 17.3 The ESOS, when implemented, shall be in force for a period of 5 years from the Effective Date and may be extended or renewed (as the case may be) for a further period of 5 years provided that the tenure of the ESOS shall not in aggregate exceed 10 years from the Effective Date. Such extended ESOS Period shall be implemented in accordance with the terms of these By-laws, save for any amendment and/or change to the relevant statutes and/or regulations then in force ("**ESOS Period**").
- On expiry of the ESOS, any ESOS Options which have yet to be granted, vested or exercised (whether fully or partially) shall be deemed cancelled and be null and void.
- 17.4 Any extended ESOS under this provision shall be implemented in accordance with the terms of the By-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations then in force. Unless otherwise required by the Bursa Securities, no further sanctions, approvals, or authorisation shall be required for the extension of the ESOS provided that the Company shall serve appropriate notices on each Participant and make any announcements to Bursa Securities (if required) within 30 calendar days prior to the expiry of the ESOS.

DRAFT BY-LAWS (Cont'd)**18. FEES, COSTS, EXPENSES AND TAXES**

- 18.1 Save as otherwise provided for in the ESOS and the Constitution, all fees, costs and expenses incurred in relation to the ESOS relating to the allotment and issuance of the new Shares pursuant to the exercise of any ESOS Option, shall be borne by the Company.

All taxes (including income tax), if any, arising from the exercise of any ESOS Option under the ESOS shall be borne by the Eligible Person.

- 18.2 Notwithstanding this, the Participant shall bear any fees, costs and expenses incurred in relation to his/her acceptance and exercise of the ESOS Options under the ESOS and any holding or dealing of Shares to be allotted and issued pursuant to the exercise of the ESOS Options, including brokerage commissions and stamp duties.

19. DISPUTES/ DIFFERENCES

- 19.1 In the event of any dispute or difference between the ESOS Committee and an Eligible Person or Participant, as the case may be, as to any matter of any nature arising under the ESOS, the ESOS Committee shall determine such dispute or difference by a written decision (without any obligation to give any reason thereof) given to the Eligible Person or Participant, as the case may be. The said decision shall be final and binding on the parties unless the Eligible Person or Participant, as the case may be, within 14 calendar days of the receipt thereof by written notice to the ESOS Committee, disputes the same in which case such dispute or difference shall be referred to the Auditors, for the time being of the Company, which the ESOS Committee may at its discretion decide, acting as experts and not as arbitrators, whose decision shall be final and binding in all respects. Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by any party to the ESOS Committee shall be borne by such party.

- 19.2 Notwithstanding the foregoing provisions of By-Law 19.1 above, matters concerning adjustments made pursuant to By-Law 14 shall be referred to the Auditor or Adviser, acting as an expert and not as arbitrator and whose decision shall be final and binding in all respects.

20. DIVESTMENT FROM AND TRANSFER TO/FROM THE GROUP

- 20.1 If the Participant who was in the employment of a company in the Group which was subsequently divested from the Group resulting in that company ceasing to be a subsidiary, unless approved by the ESOS Committee in writing, the ESOS Options unexercised on the date of such company ceasing to be a subsidiary, shall be null and void and be of no effect. Such Participant shall not be eligible to participate for further ESOS Options under the ESOS.

- 20.2 In the event that the Participant is transferred from the Group to any associated companies of the Group (which definition shall be that which is adopted by the Malaysian Accounting Standard Board) or to any related companies (as defined in Section 7 of the Act) of the Company which have an existing share issuance scheme in which the Participant will be entitled to participate, unless approved by the ESOS Committee in writing, the ESOS Options unexercised on the date of transfer shall be null and void and be of no effect.

If the associated company does not have an existing share issuance scheme in which the Participant will be entitled to participate, the ESOS Committee shall have the sole and absolute discretion to determine whether the ESOS Options unexercised by the Participant will continue to be capable of exercise and the period in which it is capable of being exercised.

- 20.3 In the event that:

- (a) an employee who was employed in a company which is related to the Company pursuant to Section 7 of the Act (that is to say, a company which does not fall within the definition of "the Group") and is subsequently transferred from such company to any company within the Group; or
- (b) an employee who was in the employment of a company which subsequently becomes a member of the Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within the Group with any of the first mentioned company stated in (a) above,

(the first abovementioned company in (a) and (b) herein referred to as the "**Previous Company**"), such an employee of the Previous Company will be eligible to participate in this ESOS for its remaining ESOS Option Period, if the affected employee becomes an Eligible Person within the meaning under the By-Laws.

DRAFT BY-LAWS (Cont'd)

For the avoidance of doubt, in the event of any acquisition or incorporation of any company into the Eden Group pursuant to subsection (b) above as a subsidiary as defined in Section 4 of the Act or any other statutory regulation in place thereof during the ESOS Period, the ESOS shall apply to the employees of such company on the date such company becomes a subsidiary of the Group (provided that such subsidiary is not dormant) falling within the meaning of the expression of Eligible Person under By-Law 1 and the By-Laws shall apply.

- 20.4 A company shall be deemed to be divested from the Group or disposed of from the Group in the event that the effective interest of the Company in such company is reduced from 50% and above to less than 50% so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.

21. TERMINATION OF THE ESOS

- 21.1 Subject to the compliance with the requirements of Bursa Securities and any other authorities, the ESOS may be terminated by the Company at any time during the ESOS Period before its expiry without obtaining the approvals or consents from the Participants or its shareholders provided that the Company makes an announcement immediately to Bursa Securities. The announcement shall include:

- (a) the effective date of termination of the ESOS ("**Termination Date**");
- (b) the number of ESOS Options exercised and / or Shares vested; and
- (c) the reasons for termination of the ESOS.

- 21.2 In the event of termination as stipulated by By-Law 21.1 above, the following provisions shall apply:

- (a) no further Offers shall be made by the ESOS Committee from the Termination Date;
- (b) all Offers which have yet to be accepted by Eligible Persons shall automatically lapse on the Termination Date; and
- (c) all outstanding ESOS Options which have yet to be exercised by the Participants shall be automatically lapsed on the Termination Date.

22. DISCLAIMER OF LIABILITY

- 22.1 Notwithstanding any provisions contained herein and subject to the Act, the Company, the Board and the ESOS Committee shall not under any circumstances and in any event be held liable to any person for any cost, charges, losses, expenses, damages or liabilities whatsoever arising, including but not limited to any delay on the part of the Company in allotting and issuing the new Shares or in procuring Bursa Securities to list the new Shares subscribed for by a Participant.

23. ESOS NOT A TERM OF EMPLOYMENT

- 23.1 This ESOS does not form part of or constitute or in any way be construed as a term and condition of employment of any Eligible Person. The ESOS shall not confer or be construed to confer on an Eligible Person any special rights or privileges over the Eligible Person's terms and conditions of employment in the Group under which the Eligible Person is employed nor any rights additional to any compensation or damages that the Eligible Person may be normally entitled to arising from the cessation of such employment.

24. NO COMPENSATION

- 24.1 No Eligible Person or Participant who ceases to hold office in or employment with the Group shall be entitled to any compensation for the loss of any right or benefit or prospective right or benefit under the ESOS which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office.
- 24.2 The Company, the Board and/or the ESOS Committee shall not be liable for any compensation, loss or damages of any claim, action or proceeding by any Eligible Person or Participant or legal or personal representatives whatsoever and howsoever arising from the suspension of rights to exercise his ESOS Options, ceasing to be valid pursuant to the By-Laws, as may be amended from time to time in accordance with By-Law 16 hereof.

DRAFT BY-LAWS (Cont'd)

24.3 Notwithstanding any provisions of these By-Laws:

- (a) this scheme shall not form part of any contract of employment between any company of the Group and any Eligible Employee and the rights of any Participant under the terms of his office and employment with the Company or any company of the Group shall not be affected by his participation in the scheme or afford such Participant any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason;
- (b) this scheme shall not confer on any person any legal or equitable rights (other than those constituting the Option themselves) against the Company or any Group company or any members of the Committee directly or indirectly or give rise to any cause of action at law or in equity against the Company, the Group or the members of the Committee; and
- (c) a Participant who ceases to hold office or employment shall not be entitled to any compensation for the loss of any right or benefit or prospective right or benefit under the scheme which he or she might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful or unfair dismissal or other breach of contracts or by way of compensation for loss of opportunity.

25. RIGHTS OF PARTICIPANTS

- 25.1 The ESOS Options shall not carry any right to vote at any general meeting of the Company. The Participant shall not in any event be entitled to any dividends, rights and/or other entitlement on his Unexercised ESOS Options.
- 25.2 Subject to the Constitution, all Participants are entitled to inspect the latest audited financial statements of the Company during the usual business hours on any working day at the registered office of the Company.

26. ERRORS AND OMISSIONS

26.1 If in consequence of an error or omission, the ESOS Committee discovers/determines that:

- (a) an Eligible Person who was selected by the ESOS Committee has not been given the opportunity to participate in the ESOS on any occasion; or
- (b) the number of Shares allotted and issued to any Participant pursuant to an exercise of ESOS Options under the ESOS on any occasion is found to be incorrect,

and such error or omission cannot be corrected within the relevant period specified in the ESOS, the ESOS Committee may do all such acts and things to rectify such error or omission, but not limited to, all acts and things to ensure that the Eligible Person is given the opportunity to participate in the ESOS and/or the aggregate number of new Shares to which the Participant is correctly entitled to is credited into his/her CDS Account and/or to withdraw the Offer given to the employee or Director who was erroneously selected as an Eligible Person.

27. CONSTITUTION

- 27.1 Notwithstanding the terms and conditions contained herein, if a situation of conflict should arise between the By-Laws of the ESOS and the Constitution, the Constitution shall at all times prevail save and except where such provisions of the By-Laws are included pursuant to the Listing Requirements.

28. NOTICE

- 28.1 Any notice under the ESOS required to be given to or served upon the ESOS Committee by an Eligible Person or a Participant or any correspondence to be made between an Eligible Person or Participant to the ESOS Committee shall be given or made in writing and sent to the registered office of the Company or such other office which the ESOS Committee may have stipulated for a particular purpose by hand (with acknowledgement of receipt) or registered letter or electronic media, including but not limited to electronic mail.

DRAFT BY-LAWS (Cont'd)

- 28.2 Unless otherwise provided in the By-Laws, any notice which under the ESOS is required to be given to or served upon an Eligible Person or Participant or any correspondence to be made with an Eligible Person or Participant shall be deemed to be sufficiently given, served or made if it is given, served or made by hand, facsimile, registered letter or electronic media, including but not limited to electronic mail, addressed to the Eligible Person or Participant at the place of employment or at the last facsimile number or address known to the Company as being his/her facsimile number or address or electronic mail address. Any notice served by hand, facsimile or post as aforesaid shall be deemed to have been received at the time when such notice if by hand is received and duly acknowledged, if by facsimile is transmitted with a confirmed log print-out for the transmission indicating the date, time and transmission of all pages, if by registered letter would in the ordinary course of post be delivered and if by electronic mail, is sent with a notification received after the sending of notice.
- 28.3 Notwithstanding By-Law 28.2, where any notice is required to be given by the Company or the ESOS Committee under the By-Laws in relation to matters which may affect all the Eligible Persons or Participants, as the case may be, the Company or ESOS Committee may give notice through an announcement to all employees of the Group to be made in such manner deemed appropriate by the ESOS Committee. Upon the making of such an announcement, the notice to be made under By-Law 28.2 shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or Participants, as the case may be.
- 29. SEVERABILITY**
- 29.1 If at any time any provision of the By-Laws is or becomes illegal, void or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remainder thereof, and any such illegality, voidness or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation or provision herein contained.
- 30. DECISION OF THE ESOS COMMITTEE**
- 30.1 Any decision and/or determination made by the ESOS Committee under the By-Laws shall, in the absence of any manifest of error, be final and binding. The ESOS Committee shall not be required to furnish reasons for any decision or determination made by it except as may be required by the relevant authorities.
- 31. GOVERNING LAW**
- 31.1 The ESOS, the By-Laws and all ESOS Options granted hereunder shall be governed by and construed in accordance with the laws of Malaysia. The Eligible Person, by accepting the Offer in accordance with the By-Laws and terms of the ESOS and the Constitution, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.
- 31.2 Any Eligible Person to whom the Offer is granted is required to ensure that they comply with all applicable laws and regulations in each country or jurisdiction in or from which they are granted the Offers.
- 32. MULTIPLE ESOS**
- 32.1 The Company may implement more than 1 share issuance scheme, provided that the aggregate number of Shares available under all the share issuance schemes do not exceed the maximum number of Shares stipulated in the Listing Requirements.

[END OF BY-LAWS]

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE

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Laurelcap Sdn. Bhd.

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🌐 www.laurelcap.com.my✉ laurelcap@laurelcap.com.my**VALUATION CERTIFICATE**Date : 6 March 2024
Our Ref No. : LC/VAL/23/015576/DR**PRIVATE & CONFIDENTIAL****STRATAVEST SDN. BHD.**15th Floor, Amcorp Tower
No. 18, Jalan Persiaran Barat
46050 Petaling Jaya,
Selangor Darul Ehsan

Dear Sirs,

VALUATION CERTIFICATE OF A PARCEL OF INDUSTRIAL LAND IDENTIFIED AS LOT 8909, TEMPAT SUNGAI KARANG, 26100 KUANTAN, PAHANG DARUL MAKMUR HELD UNDER TITLE NO. PN 21370, LOT NO. 8909, LOCALITY OF SUNGAI KARANG, MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN, STATE OF PAHANG ("SUBJECT PROPERTY")

We refer to the instructions by **Stratavest Sdn. Bhd.** ("**Stratavest**" or the "**Company**"), a wholly-owned subsidiary of Eden Inc. Berhad to provide an opinion of the Market Value ("**MV**") of the Subject Property for the purpose of submission to Bursa Malaysia Securities Berhad ("**Bursa Securities**") in respect of the proposed settlement of debt due from **Zil Enterprise Sdn Bhd** ("**ZESB**") to Stratavest by way of acceptance of the Subject Property by **Vista Legacy Sdn Bhd**, a wholly-owned subsidiary of Eden Inc. Berhad.

The Subject Property were inspected on 6 March 2024. The relevant date of valuation for this valuation exercise coincides with the date of inspection, i.e. **6 March 2024**.

The Valuation had been carried out in accordance with the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards ("**MVS**") issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers Malaysia (BOVAEP) and with the necessary professional responsibility and due diligence.

The basis of valuation adopted is the **Market Value** which is defined by the MVS to be "the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing where the parties had each acted knowledgeably, prudently and without compulsion."

The Valuation Certificate should be read in conjunction with the full Report (Ref No: LC/VAL/23/015576/DR) prepared by Laurelcap Sdn. Bhd. for submission to Bursa Securities which detailed the basis under which the valuation has been prepared.



- Registered Valuers • Property Managers • Estate Agents
- Development Consultants • Project Managers • Researchers



VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



IDENTIFICATION OF SUBJECT PROPERTY

Address:	Lot 8909, Tempat Sungai Karang, 26100 Kuantan, Pahang Darul Makmur
Type of Property:	A parcel of industrial land
Date of Inspection:	6 March 2024
Date of Valuation:	For the purpose of this valuation exercise, the material date of valuation is the date of inspection, i.e. 6 March 2024.
Registered Owner:	The registered owner of the Subject Property is Zil Enterprise Sdn. Bhd.
Title Particular:	PN 21370, Lot No. 8909, Locality of Sungai Karang, Mukim of Sungai Karang, District of Kuantan, State of Pahang
Tenure:	Leasehold for 99 years. Term expiring on 28 October 2096. Leaving an unexpired term of approximately 72 years as at the date of valuation
Category of Land Use:	"Perusahaan/Perindustrian"
Express Condition:	"Tanah ini hendaklah digunakan untuk Tapak Industri Sahaja."
Restriction in Interest:	"Tanah ini tidak boleh dipindahmilik, dipajak, digadai melainkan setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri."
Surveyed Land Area (as per title):	22.30 hectares (approximately 55.10 acres)
Location of the Property:	The Subject Property is situated within the locality of Sungai Karang, Kuantan, Pahang Darul Makmur. It is located approximately 20 kilometres ("km") due north-east of Kuantan City Centre and about 14 km due south-west of Kuantan Port. The Subject Property is easily accessible from Kuantan City Centre via Jalan Beserah, turning off onto Jalan Haji Ahmad, Jalan Industri Semambu 5, Jalan Semambu, Jalan Bypass Kuantan, thence onto Gebeng Bypass and finally turn onto Route 3 for about 7 km. The Subject Property is sited on the northern side of the aforementioned road.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

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Description of the Subject Property:**The Site**

The Subject Property resembles a near square shaped parcel of land encompassing a titled land area of 222,993 sq. m. (about 55.10 ac). The terrain of the land is generally flat throughout the site, and is presently covered with some trees and wild vegetation. During the course of inspection, we have discovered the presence of two (2) waterbodies on site, covering an estimated 63% of the Subject Property. The land is currently not demarcated with any form of fencing as at the date of valuation.

As the waterbodies are significant in size, Stratavest had commissioned M/s Jurukur Amirudin Sdn Bhd, a Licensed Land and Engineering Surveyors to prepare a survey report via reference no. JASB/PHG/LOT8909/2024/03 dated 13 March 2024, to determine the boundaries, volume and depth of the waterbodies ("Survey Report").

Based on the Survey Report, two (2) ponds ("kolam") were identified namely "Kolam 1" and "Kolam 2" with a combined land area of 13.34 ha (32.96 ac) or 63% of the Subject site. Details of the ponds extracted from the Survey Report are tabulated below:

Survey Plan Details

Details	Size	Remarks
Kolam 1	7.58 ha (18.73 ac)	Kolam 1 is located on the northern section of the Subject site. The depth of the pond ranges from 1.30 m (4.26 ft) to 0.28 m (0.92 ft) with an average depth of 0.79 m (2.60 ft)
Kolam 2	5.76 ha (14.23 ac)	Kolam 2 is located on the southern section of the Subject site. The depth of the pond ranges from 1.04 m (3.41 ft) to 0.64 m (2.10 ft) with an average depth of 0.84 m (2.75 ft)

Planning Details:

Verbal enquiries with the Planning Department of Majlis Bandaraya Kuantan ("MBK") and reference made to the "Rancangan Tempatan Daerah Kuantan 2035 (Penggantian)" revealed that the Subject Property is located within an area zoned for industrial use.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



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METHOD OF VALUATION

In arriving at the Market Value of the Subject Property, we have adopted only one valuation approach. We are of the opinion that the Comparison Approach is the best and only approach in this instance.

COMPARISON APPROACH

The Comparison Approach involves comparing the Subject Property with recently transacted properties of a similar nature or offers for sale/rental of similar properties in the area. Adjustments are then made for differences in location, size, site facilities available, market conditions and other factors in order to arrive at a common basis for comparison.

Recent transactions of vacant lands of similar nature within the neighbourhood which are pertinent to substantiate a value indication for the Subject Property are reviewed and these sales are listed below.

COMPARABLES	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3
Source	Jabatan Penilaian dan Perkhidmatan Harta Malaysia ("JPPH")	JPPH	JPPH
Type	Industrial land	Industrial land	Industrial land
Description	A parcel of industrial land	A parcel of industrial land	A parcel of industrial land
Distance from Subject Property	Approximately 3km from the Subject Property	Approximately 6km from the Subject Property	Approximately 3km from the Subject Property
Title Particulars	PN 6992, Lot No. 8924, Mukim of Sungai Karang, District of Kuantan, State of Pahang	HSD 18666, PT 6544, Mukim of Sungai Karang, District of Kuantan, State of Pahang	HSM 18479, PT 25065, Mukim of Sungai Karang, District of Kuantan, State of Pahang
Transaction Date	22/04/2019	29/12/2021	13/01/2023
Vendor	Kinsteel Bhd	Kejuruteraan Beng Hock Sdn Bhd	Perbadanan Kemajuan Negeri Pahang
Purchaser	Top Glass Sdn Bhd	Sri Tropika Trading Sdn Bhd	Net-Lite Trading Sdn Bhd
Tenure	Leasehold for 99 years. Term expiring on 22/02/2097, leaving an unexpired term approximately 78 years as at the date of transaction	Grant in perpetuity	Leasehold for 99 years. Term expiring on 29/10/2118, leaving an unexpired term approximately 95 years as the date of transaction
Land Area	12,030 sq. m. (about 129,490 sq. ft.)	10,117.40 sq. m. (about 108,903 sq. ft.)	5,010 sq. m. (about 53,927 sq. ft.)
Type of Title (Individual / Strata)	Individual	Individual	Individual
Consideration	RM 3,978,774	RM 3,100,000	RM 1,613,027
Price per square feet ("psf")	RM 30.73 psf	RM 28.47 psf	RM 29.91 psf
Adjustments	General adjustments are made for time and various factors inclusive of location, tenure, size, connectivity and market uncertainty (Covid-19).		
Adjusted Price	RM 28.71 psf	RM 26.09 psf	RM 25.07 psf

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



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Analysis of the three (3) selected transactions revealed that land prices within the surrounding neighbourhood were hovering between RM 28.47 psf and RM 30.73 psf. Adjustments were made to reflect the differences between the Subject Property and the comparables to arrive at a final adjusted price of RM 25.07 psf to RM 28.71 psf. The total adjustments made between the comparables ranges from -11% to -17%.

Taking into consideration the dissimilarities between the Subject Property and the comparables, we have placed greater emphasis on Comparable 3 as the most appropriate comparable due to the following characteristics: -

- a) Comparable 3 was transacted recently in comparison to the other two (2) sales evidence;
- b) Comparable 3 is located closest to the Subject Property.

From the above analysis, we have adopted a value psf after adjustments for time factor of **RM 30.21 psf**. Additional adjustments were made due to location, tenure and size to reflect a differential pricing of the land. We then arrive at a final value of **RM 25.07 psf**.

To align with the present situation and condition with the comparables, the cost of backfilling was deducted, as the presence of waterbodies are not discovered on the sale transactions selected. The total volume required to fill the ponds as stated in the Survey Report is 154,773.71 metre cube. As the size of the ponds covers about 63% of the Subject Property and therefore deemed material, we have gathered three (3) cost opinion letters from a Contractor, a Professional Quantity Surveyor and a Licensed Land and Engineering Surveyors. Details of the costs from these various parties are displayed below: -

Details of the costs from various parties

Company	Ref No.	Backfilling Duration	Volume	Cost Per Metre Cube (m3)	Total Cost
Nova Impact Sdn Bhd (Earthwork Contractor)	Nova/Win/ Mgmt/ 15-3/24	10 months	154,773.71 m3	RM 28/m3	RM 4,333,663.88
Basar & Harun Sdn. (Chartered Quantity Surveyors)	BHS/MISC/ 02/2024	12 months		RM 30/m3	RM 4,643,211.30
Jurukur Amirudin Sdn Bhd (Licensed Land and Engineering Surveyors)	JASB/PHG/ LOT8909/2 024/03	12 months		RM 35/m3	RM 5,417,079.95

As per details tabulated above, we have adopted RM 30/m3 as the basis to calculate the cost of filling up the ponds on the Subject Property. The time frame required for the earth filling works to be completed together with the soil settlement as advised by the above surveyors and contractor is twelve (12) months. As such, we have applied a discount factor of 10% (Present Value) for a period of twelve (12) months to arrive at the Market Value of RM 50,500,000.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



In arriving at the Market Value of the Subject Property via the Comparison Approach, we have taken into consideration the following pertinent factors:-

1. The surrounding neighborhood boasts readily accessible external infrastructure, including roads, drainage, water, electricity, and more. These resources are available for immediate utilization. Consequently, no adjustments have been made, as the selected comparable also feature infrastructure readiness and can be seamlessly connected at any given time.
2. We have taken into consideration the cost of filling up the pond in order to arrive at the Market Value of the Subject Property.
3. The Present Value (PV) at a discount rate of 10% per annum over twelve (12) months reflects the commercial risk in the property development business as a whole and also reflects adequately the time value of money and the time frame required for construction and completion of the soil settlement.
4. We have noted the restriction in interest as stated in the title which reads "Tanah ini tidak boleh dipindahmilik, dipajak, digadai melainkan setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri." This statement is a common feature in a leasehold title nationwide, and hence we do not envisage the restriction to hinder the transfer of ownership of the Subject Property.
5. We have taken cognizance to the presence of a TNB Transmission Line, garbage dump site and sewage treatment plant nearby the Subject Property. The transmission line is a positive element with regards to industrial development as it can be conveniently tapped to meet the high demand for power supply required by industrial players. The Subject Property being close to a dump site reduces transportation cost of waste disposal, whilst queries with settlement officer in the area did not reveal any complaints by the settlers in the neighbourhood of any foul odour arising from both the Loji Pengolahan Leachate Jabor and Pusat Pelupusan Sampah Jerangau – Jabor. As such, we are of the opinion that the existence of these amenities to have no material impact to the Market Value of the Subject Property.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

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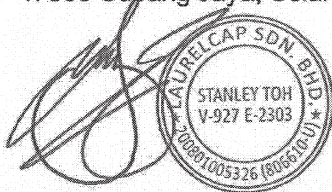
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RECONCILIATION OF VALUE

Having taken into consideration all the relevant and pertinent factors, we are of the opinion that the Market Value of leasehold interest with an unexpired term of approximately 72 years in a parcel of industrial land identified as Lot 8909, Tempat Sungai Karang, 26100 Kuantan, Pahang Darul Makmur held under Title No. PN 21370, Lot No. 8909, Locality of Sungai Karang, Mukim of Sungai Karang, District of Kuantan, State of Pahang, in its existing physical condition with vacant possession and subject to its title being free from encumbrances, good, marketable and registerable as of **6 March 2024** is:-

Market Value : RM 50,500,000 (Ringgit Malaysia : Fifty Million Five Hundred Thousand Only)

The above Report and Valuation has been carried out by Sr Stanley Toh Kim Seng,
For and on behalf of Laurelcap Sdn. Bhd.
 Suite E-6-2 & E-7-2 (East Wing),
 Subang Square, Jalan SS 15/4G,
 47500 Subang Jaya, Selangor Darul Ehsan.



Sr STANLEY TOH KIM SENG
 BSc (Hons) Estate Management,
 MRISM, MRICS, MPEPS, MMIPFM, ICVS, MBVAM
 Registered Valuer (V-927)

Note : This Valuation Certificate was peer reviewed by Sr Tan San Yew (Peer Reviewer)(V-607) from Laurelcap Sdn. Bhd.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

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Laurelcap Sdn. Bhd.

200801005326 (806610-U)
 SUITE E-6-2, E-7-2, W-6-1 & W-7-1,
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Date : 21 October 2024
 Our Ref No. : LC/VAL/23/015576/DR-UPDATE

PRIVATE & CONFIDENTIAL**Board of Directors****STRATAVEST SDN. BHD. ("STRATAVEST")**

15th Floor, Amcorp Tower
 No. 18, Jalan Persiaran Barat
 46050 Petaling Jaya,
 Selangor Darul Ehsan.

Dear Sirs,

UPDATE VALUATION OF A PARCEL OF INDUSTRIAL LAND IDENTIFIED AS LOT 8909, TEMPAT SUNGAI KARANG, 26100 KUANTAN, PAHANG DARUL MAKMUR HELD UNDER TITLE NO. PN 21370, LOT NO. 8909, LOCALITY OF SUNGAI KARANG, MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN, STATE OF PAHANG ("SUBJECT PROPERTY")

We refer to the instructions by **Stratavest Sdn Bhd ("Stratavest" or the "Company")**, a wholly-owned subsidiary of **Eden Inc. Berhad**, to provide an update opinion of the Market Value of the abovementioned property ("**Subject Property**") for the purpose of submission to **Bursa Malaysia Securities Berhad ("Bursa Securities")** in respect of the proposed settlement of debt due from **Zil Enterprise Sdn Bhd ("ZESB")** to **Stratavest ("Debt")** by way of acceptance of the Subject Property by **Vista Legacy Sdn Bhd**, a wholly-owned subsidiary of **Eden Inc. Berhad**.

We confirm that we have valued the Subject Property in accordance with the requirements as set out in the Asset Valuations Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers, Malaysia and with the necessary professional responsibility and due diligence.

The Subject Property was inspected by **Sr Stanley Toh Kim Seng (V-927)**, **Nurul Suhana Binti Che Wan Ahmad (PV-2795)** and **Muhamad Arif Hazwan Bin Abd Manap (PV-2786)** of **Laurelcap Sdn Bhd** on 26 September, 2024. The date of valuation for this update valuation exercise is 26 September 2024.

It must be noted that this update valuation certificate is not an independent valuation and must be read in conjunction with the Report & Valuation bearing the Reference Nos. LC/VAL/23/015576/DR dated 6 March 2024.

Page 1 of 8



- Registered Valuers
- Property Managers
- Estate Agents
- Development Consultants
- Project Managers
- Researchers



VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

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IDENTIFICATION OF THE SUBJECT PROPERTY

Name **And** : Lot 8909, Locality of Sungai Karang, 26100 Kuantan, Pahang Darul
Address Makmur

A. Physical Aspect

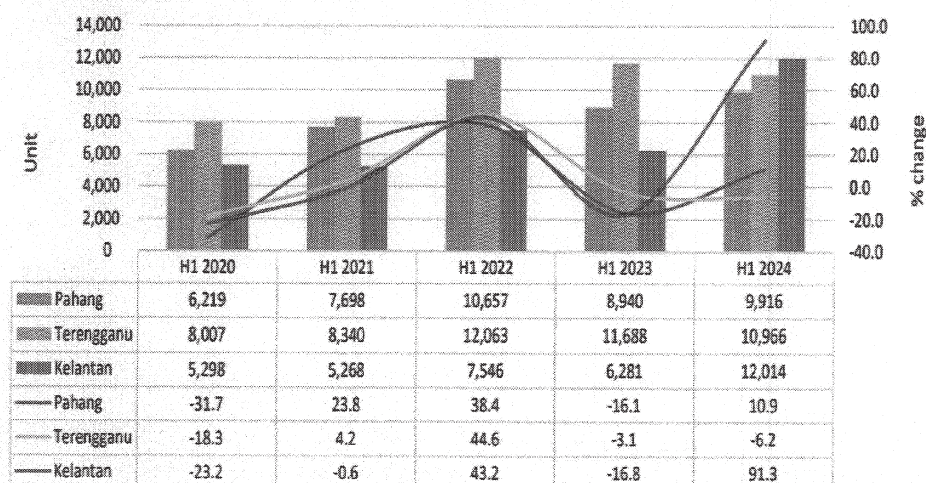
During our site inspection on September 26th, 2024, we have noted no physical changes to the Subject Property. The terrain of the land is generally flat throughout the site, and is presently covered with some trees and wild vegetation. The two waterbodies are still present on the site covering approximately 63% of the land. In essence, the physical condition of the land still remains the same since our site inspection for the valuation report and the valuation certificate dated 6 March 2024 via Ref No LC/VAL/23/015576/DR.

B. Legal Aspect

Our title searches conducted at the Registry of Land Titles Pahang Darul Makmur in Kuantan dated 3/10/2024 revealed that there are no changes to the title document, and hence the information contained in the title is the same as what was reported in the valuation report and the valuation certificate dated 6 March 2024 via Ref No LC/VAL/23/015576/DR. In addition, verbal enquiries at the planning department of Majlis Bandaraya Kuantan (MBK) also revealed that the land is still zoned for industrial use.

C. Market Aspect

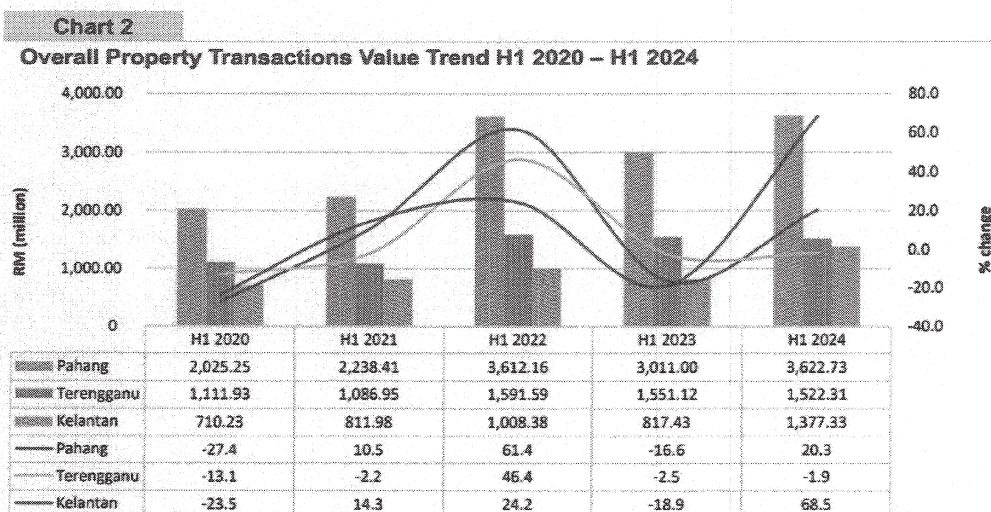
We have made updates to the property market in general from the valuation report dated 6 March 2024 vide Ref No LC/VAL/23/015576/DR. The performance of the East Coast Region property market recorded 32,896 transactions worth RM6.52 billion, marking an increase of 22.2% in volume and 21.2% in value compared to H1 2023. The combined total of the three states accounted for 16.5% and 6.2% of the national transaction volume and value, respectively.

Chart 1**Overall Property Transactions Volume Trend H1 2020 – H1 2024**

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



For the first half of 2024, in comparison to the same period in 2023, property transactions volume in Kelantan saw strong growth, increasing by 91.3% to 12,014, followed by Pahang with 10.9%, rising to 10,966 transactions. In contrast, Terengganu recorded a slight decline of 6.2%, decreasing to 10,966 deals.



A similar upward trend was observed for transaction values in the first half of 2024 as compared to the year before. Kelantan experienced an increase of 68.5%, followed by Pahang at 20.3%, while Terengganu recorded a slight decline of 1.9%.

Chart 4
Overall Property Transactions Value Breakdown by State H1 2024

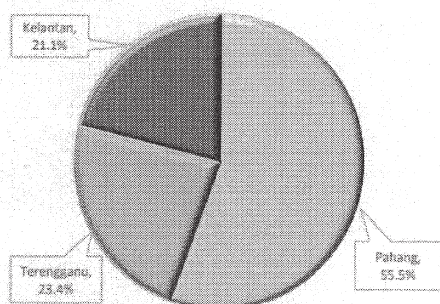
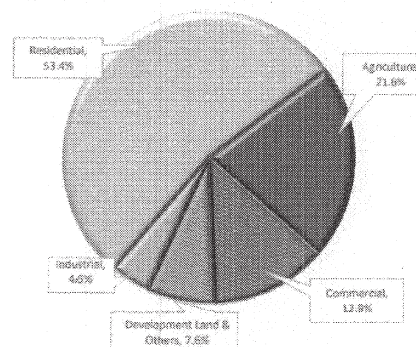


Chart 6
Overall Property Transactions Value Breakdown by Sub-sector H1 2024



By state, Kelantan dominated the region's overall property transactions volume with 36.5% (12,014 transactions). In terms of value, Pahang led the region with 55.5% (RM3.62 billion) of the total transactions value.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

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By sub-sector, the residential sub-sector continued to dominate the region's property activity by contributing 57.3% (18,860 transactions) in volume and 53.4% (RM3.49 billion) in value of the total transacted activity.

(Source : East Coast Region Property Market Report First Half 2024 Published By Ministry of Finance, Malaysia)

D. Basis of Valuation

We have also discovered three latest transactions within the vicinity which has a slight impact to the Market Value reported.

The basis of valuation adopted herein is the **Market Value** of the Subject Property in its existing physical condition with vacant possession and subject to its title being free from encumbrances, good, marketable and registrable.

The term "**Market Value**" used in the above context is defined by the Malaysian Valuation Standards as "*the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion*".

In arriving at the Market Value of the Subject Property, we have adopted only the Comparison Approach of valuation.

D1. Comparison Approach

We have adopted the Comparison Approach in the industrial land. This method involves comparing the Subject Properties with recently transacted properties of a similar nature or offers for sale of similar properties in the area. Adjustments are then made for differences in location, access, tenure, size, shape, market conditions and other factors in order to arrive at a common basis for comparison.

Based on our findings over the last six (6) months from 6 March 2024 to 26 September 2024, we have identified three (3) new comparables within the Gebeng vicinity.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



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COMPARABLES	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3
Source	Jabatan Penilaian dan Perkhidmatan Harta Malaysia (JPPH)	Jabatan Penilaian dan Perkhidmatan Harta Malaysia (JPPH)	Jabatan Penilaian dan Perkhidmatan Harta Malaysia (JPPH)
Type	Industrial land		
Description	A parcel of industrial land		
Distance from Subject Property	Approximately 3km from the Subject Property	Approximately 6km from the Subject Property	Approximately 3km from the Subject Property
Address	Lot 8943, Jalan Gebeng 1/8, Kawasan Perindustrian Gebeng, Kuantan, Pahang Darul Makmur	Lot 8559, Off Jalan Kuantan Bypass Bandar Damansara Kuantan, Pahang Darul Makmur	Plot 54/129, Kawasan Industri Gebeng 2, Kawasan Perindustrian Gebeng, Kuantan, Pahang Darul Makmur
Title No	PN 6980	HSD 18654	N/A
Lot No	Lot 8943	Lot 8559	N/A
Mukim	Sungai Karang		
District	Kuantan		
State	Pahang		
Transaction Date	3/5/2024	4/4/2024	1/3/2024
Vendor	Yap Mai Leing	Goldenseal Industries Sdn Bhd	Perbadanan Kemajuan Negeri Pahang
Purchaser	Laksana Cergas Sdn Bhd	Chia Kar Keong + 1	Net-Lite Trading Sdn Bhd
Tenure	Leasehold for 99 years. Term expiring on 26 May 2064, leaving an unexpired term approximately 44 years as at the date of transaction	Grant in perpetuity	Leasehold for 99 years. Term expiring on 29/10/2118, leaving an unexpired term approximately 95 years as the date of transaction
Land Area	24,22.98 sq.m. (about 26,080.93 sq.ft.)	9,493.11 sq.m. (about 102,183.86 sq.ft.)	3,318.40 sq.m. (about 35,719.25 sq.ft.)
Type of Title (Individual / Jointly Held)	Individual		
Consideration	RM 830,000.00	RM 3,000,000.00	RM 1,072,084.00
Price per square foot ("psf")	RM 31.82 psf	RM 29.36 psf	RM 30.01 psf
Adjustments	General adjustments are made for time and various factors inclusive of location, tenure, size and infrastructure.		
Adjusted Price (psf)	RM 37.87 psf	RM 24.66 psf	RM 25.51 psf

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

Analysis

Analysis of the three (3) selected transactions revealed that land prices within the surrounding neighbourhood are now hovering between RM 29.36 psf and RM 31.82 psf, approximately 4% higher than the comparables adopted in the valuation report via Ref No LC/VAL/23/015576/DR dated 6 March 2024. Adjustments were made to reflect the differences between the Subject Property and the comparables to arrive at a final adjusted price of RM 24.66 psf to RM 37.87 psf. The total adjustments between the comparable ranges from -15% to 19%.

Taking into consideration the dissimilarities between the Subject Property and the comparables, we have placed greater emphasis on Comparable 3 as the most appropriate comparable due to the following characteristics, assessed as a whole: -

- a) Comparable 3 was transacted on 1 March 2024, same year as the date of valuation;
- b) Comparable 3 is located near the Subject Property; and
- c) Comparable 3 has the least adjustments.

From the above analysis, we have adopted a value after adjustments for time factor of **RM25.50 psf**.

To align the present situation and condition of the Subject Property with Comparable 3, the cost of backfilling was deducted, as the presence of waterbodies are not discovered on the sale transactions selected. The total volume required to fill the ponds as stated in the Survey Report is 154,773.71 metre cube. As the area of the ponds covers about 63% of the Subject Property, such backfilling cost is therefore deemed material.

We have made enquiries with the three (3) companies which had previously provided their opinions and quotations for the backfilling costs, and have been informed that the costs remain the same. The three (3) cost opinion letters are from a Contractor, a Professional Quantity Surveyor and a Licensed Land and Engineering Surveyor respectively. To recap, details of the costs from these various parties are displayed below for easy reference.

Company	Ref No.	Duration	Volume	Cost Per Metre Cube (m3)	Total Cost
Nova Impact Sdn Bhd (Earthwork Contractor)	Nova/Win/Mgmt/ 15-3/24	10 months	154,773.71 m3	RM 28/m3	RM 4,333,663.88
Basar & Harun Sdn. (Chartered Quantity Surveyors)	BHS/MISC/02/2024	12 months		RM 30/m3	RM 4,643,211.30
Jurukur Amirudin Sdn Bhd (Licensed Land and Engineering Surveyors)	JASB/PHG/LOT8909/2 024/03	12 months		RM 35/m3	RM 5,417,079.95

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)



As per details tabulated above, we have adopted RM 30/m3 as the basis to calculate the cost of filling up the ponds on the Subject Property. The time frame required for the earth filling works to be completed together with the soil settlement as advised by the above surveyors and contractor is twelve (12) months. As such, we have applied a discount factor of 10% (Present Value) for a period of twelve (12) months to arrive at the Market Value of RM51,400,000, which is about 1.7% higher than Market Value appraised in 6 March 2024.

In arriving at the Market Value of the Subject Property via the Comparison Approach, we have taken into consideration the following pertinent factors:-

1. The surrounding neighborhood boasts readily accessible external infrastructure, including roads, drainage, water, electricity, and more. These resources are available for immediate utilization. Consequently, no adjustments have been made, as the selected comparable also feature infrastructure readiness and can be seamlessly connected at any given time.
2. We have taken into consideration the cost of filling up the pond in order to arrive at the Market Value of the Subject Property.
3. The Present Value (PV) at a discount rate of 10% per annum over twelve (12) months reflects the commercial risk in the property development business as a whole and also reflects adequately the time value of money and the time frame required for construction and completion of soil settlement.
4. We have noted the restriction-in-interest as stated in the title which reads "*Tanah ini tidak boleh dipindahmilik, dipajak, digadai melainkan setelah mendapat kebenaran bertulis daripada Pihak Berkuasa Negeri.*" This statement is a common feature in a leasehold title nationwide, and hence we do not envisage the restriction to hinder the transfer of ownership of the Subject Property.
5. We have taken cognizance to the presence of a TNB Transmission Line, garbage dump site and sewage treatment plant nearby the Subject Property. The transmission line is a positive element with regards to industrial development as it can be conveniently tapped to meet the high demand for power supply required by industrial players. The Subject Property being, close to a dump site reduces transportation cost of waste disposal, whilst queries with settlement officer in the area did not reveal any complaints by the settlers in the neighbourhood of any foul odour arising from both; Loji Pengolahan Leachate Jabor and Pusat Pelupusan Sampah Jerangau – Jabor. As such, we are of the opinion that the existence of these amenities to have no material impact to the Market Value of the Subject Property.

A copy of the Comparison Method computation is attached herein as **Appendix A**.

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

**E. Conclusion**

Having taken into consideration all the relevant and pertinent factors, we are of the opinion that the Market Value of leasehold interest with an unexpired term of approximately 72 years in a parcel of industrial land identified as Lot 8909, Locality of Sungai Karang, 26100 Kuantan, Pahang Darul Makmur held under Title No. PN 21370, Lot No. 8909, Locality of Sungai Karang, Mukim of Sungai Karang, District of Kuantan, State of Pahang, in its existing physical condition with vacant possession and subject to its title being free from encumbrances, good, marketable and registerable as of **26 September 2024**, based on the Comparison Approach of Valuation, is:-

Market Value : RM 51,400,000 (Ringgit Malaysia : Fifty One Million Four Hundred Thousand Only)

Yours faithfully,

For and on behalf of Laurelcap Sdn Bhd

Sr STANLEY TOH KIM SENG

BSc (Hons) Estate Management,
MRISM, MRICS, MPEPS, MMIPFM, ICVS, MBVAM
Registered Valuer (V-927)

VALUATION CERTIFICATE AND UPDATE VALUATION CERTIFICATE (Cont'd)

APPENDIX A - Comparison Approach

Comparable Adjustments - Land

Date of Valuation : 26 September 2024



Subject Property		Comparable No. 1		Comparable No. 2		Comparable No. 3	
1. Address	Lot 8909, Tempat of Sungai Karang, Mukim of Sungai Karang, District of Kuantan, State of Pahang Darul Makmur	Lot 8904, Jalan Gebang 1/6, Kawasan Perindustrian Gebang, Kuantan, Pahang Darul Makmur		Lot 8559, Off Jalan Kuantan By Pass Bandar Damansara Kuantan, Kuantan, Pahang Darul Makmur		Plot 54/125, Kawasan Perindustrian Gebang 2, Kuantan, Pahang Darul Makmur	
2. Source		JPPH		JPPH		JPPH	
3. Land Area (hectare)	22.30 hectare	0.24 hectare		0.95 hectare		0.33 hectare	
4. Land Area (acres)	55.10 acres	0.60 acres		2.35 acres		0.82 acres	
5. Land Area (Square feet)	2,402,399.75 sf	2,622.58 sq m		9,493.11 sq m		3,518.60 sq m	
6. Land Area (Square metre)	222,993.29 sq m	RM 830,000.00		RM3,000,000.00		RM 1,072,084.00	
7. Transaction Price		Leasehold for 99 years (Term expiring 40 years)		Grant in perpetuity		Leasehold for 99 years (Term expiring 88 years)	
8. Tenure		5-Mar-2024		4-Apr-2024		1-Mar-2024	
9. Transaction Date							
10. Type Of Property	A parcel of industrial land	A parcel of industrial land		A parcel of industrial land		A parcel of industrial land	
11. Zoning	Industrial	Industrial		Industrial		Industrial	
Land price per sq. m		RM 31.82 psf		RM 39.36 psf		RM 30.01 psf	
Part 1. Adjustments		Remarks		Remarks		Remarks	
A. Time	Date of valuation :06/03/2024	Adjustments		Adjustments		Adjustments	
		0.00%		0.00%		0.00%	
		The comparable was transacted within the same year as the date of valuation. Therefore, we have not made any adjustments.		The comparable was transacted within the same year as the date of valuation. Therefore, we have not made any adjustments.		The comparable was transacted within the same year as the date of valuation. Therefore, we have not made any adjustments.	
Price Per PSF After Time Adjustments		RM 31.82 psf		RM 39.36 psf		RM 30.01 psf	
Part 2. Adjustments							
B. Location	Located next to the Gebang Industrial Park/Kuantan City Port/ECRL Station	Comparable is located within the Gebang Industrial Park/Kuantan City Port/ECRL Station locally as compared to the Subject Property. Hence, no adjustment has been made.		Comparable is located far away from the Gebang Industrial Park/Kuantan City Port/ECRL Station locally as compared to the Subject Property. Hence, we have made an upward adjustment to reflect the superiority of the Subject Property.		Comparable is located within the Gebang Industrial Park/Kuantan City Port/ECRL Station locally as compared to the Subject Property. Hence, no adjustment has been made.	
C. Tenure	Leasehold 99 years (Term expiring 72 years)	Adjustments		Adjustments		Adjustments	
		27.00%		-13.00%		-7.00%	
		The Comparable is leasehold with an unexpired term of approximately 40 years as the date of transaction. Therefore, we have made a downward adjustment to reflect the inferiority of the Subject Property. The adjustment is made based on Balu's Curve to compare the value of leasehold and freehold/grant in perpetuity properties. A copy of Balu's Curve table is attached as Appendix VI.		The Comparable is grant in perpetuity. Therefore, we have made a downward adjustment to reflect the inferiority of the Subject Property. The adjustment is made based on Balu's Curve to compare the value of leasehold and freehold/grant in perpetuity properties. A copy of Balu's Curve table is attached as Appendix VI.		The Comparable is leasehold with an unexpired term of approximately 88 years as the date of transaction. Therefore, we have made a downward adjustment to reflect the inferiority of the Subject Property. The adjustment is made based on Balu's Curve to compare the value of leasehold and freehold/grant in perpetuity properties. A copy of Balu's Curve table is attached as Appendix VI.	
D. Size	2,402,399.75 sf	Adjustments		Adjustments		Adjustments	
		-18.00%		-18.00%		-18.00%	
		An adjustment under "Quantum Factor" is made due to the differences in acreage between the Subject Property and the comparable. The larger the property, the lower the selling price (RM/Square feet). The Comparable is 26,080.93 square feet and 99% smaller than the Subject Property, hence a downward adjustment of 18.00% is made.		An adjustment under "Quantum Factor" is made due to the differences in acreage between the Subject Property and the comparable. The larger the property, the lower the selling price (RM/Square feet). The Comparable is 102,183.86 square feet and 96% smaller than the Subject Property, hence a downward adjustment of 18.00% is made.		An adjustment under "Quantum Factor" is made due to the differences in acreage between the Subject Property and the comparable. The larger the property, the lower the selling price (RM/Square feet). The Comparable is 35,739.25 square feet and 99% smaller than the Subject Property, hence a downward adjustment of 18.00% is made.	
E. Infrastructure	Subject Property is located near to East Coast Rail Link Station (ECRL)	Adjustments		Adjustments		Adjustments	
		10.00%		10.00%		10.00%	
		The Subject Property is located about 2.00 kilometres to the impending ECRL station which is ECRL Section 10 - Kuantan Port City compared to Comparable which is located more than 10 kilometres away. This shall improve the accessibility of the Subject Property to the manufacturing and service sectors. Hence, we have made an upward adjustment to reflect the superiority of the Subject Property. For each 2.00 kilometres radius to the transportation hubs, a price premium increase of 6% is reported according to the 17th NAPREC Conference Paper 5 - Estimating the impact of Mass Rapid Transit (MRT) on Residential property prices in greater Kuala Lumpur, Malaysia, whereas for each 1.00 kilometre radius to the transportation hubs, a price premium increase of 4% is reported according to the new Mass Rapid Transit (MRT) Study conducted by the Urban Redevelopment Authority from the Circle line by Department of real Estate, National University of Singapore.		The Subject Property is located about 2.00 kilometres to the impending ECRL station which is ECRL Section 10 - Kuantan Port City compared to Comparable which is located more than 10 kilometres away. This shall improve the accessibility of the Subject Property to the manufacturing and service sectors. Hence, we have made an upward adjustment to reflect the superiority of the Subject Property. For each 2.00 kilometres radius to the transportation hubs, a price premium increase of 6% is reported according to the 17th NAPREC Conference Paper 5 - Estimating the impact of Mass Rapid Transit (MRT) on Residential property prices in greater Kuala Lumpur, Malaysia, whereas for each 1.00 kilometre radius to the transportation hubs, a price premium increase of 4% is reported according to the new Mass Rapid Transit (MRT) Study conducted by the Urban Redevelopment Authority from the Circle line by Department of real Estate, National University of Singapore.		The Subject Property is located about 2.00 kilometres to the impending ECRL station which is ECRL Section 10 - Kuantan Port City compared to Comparable which is located more than 10 kilometres away. This shall improve the accessibility of the Subject Property to the manufacturing and service sectors. Hence, we have made an upward adjustment to reflect the superiority of the Subject Property. For each 2.00 kilometres radius to the transportation hubs, a price premium increase of 6% is reported according to the 17th NAPREC Conference Paper 5 - Estimating the impact of Mass Rapid Transit (MRT) on Residential property prices in greater Kuala Lumpur, Malaysia, whereas for each 1.00 kilometre radius to the transportation hubs, a price premium increase of 4% is reported according to the new Mass Rapid Transit (MRT) Study conducted by the Urban Redevelopment Authority from the Circle line by Department of real Estate, National University of Singapore.	
Total Adjustments		19.00%		-18.00%		-15.00%	
Adjusted Price Per Sq. Ft.		RM 37.87 psf		RM 24.66 psf		RM 25.51 psf	
Best Comparable		(Comparable 3)					
Adapt		RM 25.51 psf		RM 25.50 psf			
Land Area		RM 25.50 psf		RM 25.50 psf			
Cost To Backfill The Mangrove/Pond Areas		2,402,399.75 sf		RM 30.00 per m3			
MARKET VALUE		154,773.71 m3					
PV @ 10% p.a. for 12 months		0.9091					
MARKET VALUE		RM 21.42 psf					
Say		RM 21.41 psf					

RM 61,207,643.57
RM 56,564,432.27
RM 51,422,211.16
RM 51,400,000.00

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board, and the Directors collectively and individually accept full responsibility for the accuracy of the information contained in this Circular and confirm that, after having made all reasonable enquiries and to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Circular false or misleading.

All statements and information in relation to Zil contained in this Circular were obtained from publicly available documents and Zil. The sole responsibility of our Board is limited to ensuring that such information is accurately reproduced in this Circular.

2. CONSENT AND CONFLICT OF INTERESTS**2.1 Principal Adviser**

HLIB, being the Principal Adviser for the Proposals, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which they appear in this Circular.

HLIB has confirmed that it is not aware of any circumstances that exist or is likely to exist which would give rise to a possible conflict of interest situation in its capacity as the Principal Adviser to our Company for the Proposals.

2.2 Independent Adviser

UOBKH, being the Independent Adviser to our non-interested Directors and non-interested shareholders for the Proposed Debt Settlement, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which they appear in this Circular.

UOBKH is not aware of any existing or potential interest or any circumstance which would give rise to a conflict of interest by virtue of its role as the Independent Adviser for the Proposed Debt Settlement.

2.3 Valuer

Laurelcap Sdn Bhd, being the Valuer for the Land in relation to the Proposed Debt Settlement, has given and has not subsequently withdrawn its written consent to the inclusion of its name, the valuation report and valuation certificate both dated 6 March 2024, update valuation certificate dated 21 October 2024, and all references thereto in the form and context in which they appear in this Circular.

The Valuer is not aware of any existing or potential interest or any circumstance which would give rise to a conflict of interest by virtue of its role as the independent registered valuer for the Land.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, our Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, and our Board is not aware and does not have any knowledge of any proceedings pending or threatened against our Group, or of any facts likely to give rise to any proceedings which has or would have a material and adverse effect on the financial position of our Group.

FURTHER INFORMATION (Cont'd)**4. MATERIAL COMMITMENTS**

Save as disclosed below, as at the LPD, our Board confirms that there is no other material commitments incurred or known to be incurred by our Group that may have a material impact on the financial results or position of our Group:

Capital commitments as at the LPD	RM'000
--	---------------

Approved but not contracted for:

- Property, plant and equipment	7,692
---------------------------------	-------

5. CONTINGENT LIABILITIES

Save as disclosed below, as at the LPD, our Board confirms that there are no contingent liabilities incurred or known to be incurred by our Group which, upon becoming due or enforceable, may have a material impact on the financial results or position of our Group:

Contingent liabilities as at the LPD	RM'000
---	---------------

Guarantees and other contingent liabilities for subsidiaries	9,997
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6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of our Company at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan during office hours from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of our forthcoming EGM:

- (i) our Constitution;
- (ii) the audited financial statements of our Group for the FYE 30 June 2023 and FYE 30 June 2024, and the latest unaudited consolidated interim financial statements of our Group for the financial period ended 30 September 2024;
- (iii) the letter of consent and conflict of interest as referred to in **Section 2 of Appendix V** of this Circular;
- (iv) the DSA and the Supplemental DSA;
- (v) valuation certificate dated 6 March 2024 and update valuation certificate dated 21 October 2024 for the Land as set out in **Appendix IV** of this Circular and the valuation report of the Land prepared by the Valuer dated 6 March 2024;
- (vi) the draft Deed Poll C in relation to the Proposed Free Warrants; and
- (vii) the draft By-Laws.



EDEN INC. BERHAD
(Registration No.: 197701005144 (36216-V))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of Eden Inc. Berhad ("**Eden**" or the "**Company**") will be held on a **virtual basis** vide the online meeting platform hosted on Securities Services e-Portal at <https://sshsb.net.my/> at the broadcast venue, which is the main meeting venue at the Meeting Room, Securities Services (Holdings) Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan on Friday, 24 January 2025 at 10.00 a.m., or any adjournment thereof (as the case may be), for the purpose of considering and if thought fit, passing the resolutions below with or without modification:

ORDINARY RESOLUTION 1

PROPOSED DEBT SETTLEMENT OF RM45,648,878 DUE FROM ZIL ENTERPRISE SDN BHD ("ZIL") TO STRATAVEST SDN BHD ("STRATAVEST"), A WHOLLY-OWNED SUBSIDIARY OF EDEN ("DEBT") BY WAY OF THE TRANSFER OF A PIECE OF LEASEHOLD LAND OF 99 YEARS EXPIRING ON 28 OCTOBER 2096 HELD UNDER TITLE PN 21370, LOT 8909 IN THE MUKIM OF SUNGAI KARANG, DISTRICT OF KUANTAN, STATE OF PAHANG MEASURING APPROXIMATELY 2,400,299 SQUARE FEET IN AREA ("LAND") BY ZIL TO VISTA LEGACY SDN BHD ("VISTA"), A WHOLLY-OWNED SUBSIDIARY OF EDEN, FOR THE DEBT ("PROPOSED DEBT SETTLEMENT")

"THAT subject to the relevant conditions as stipulated in the Debt Settlement Agreement dated 24 April 2024 between Stratavest, Zil and Vista ("**Parties**") (as varied by the Supplemental Debt Settlement Agreement dated 21 October 2024 entered by the Parties) ("**DSA**") for the Proposed Debt Settlement being met or waived (as the case may be) and the approvals of all relevant regulatory authorities being obtained (where applicable), and to the extent permitted by law and the Constitution of the Company, the Company be authorised to undertake the Proposed Debt Settlement in the manner and on the terms set out in the DSA;

AND THAT the Board of Directors of the Company ("**Board**"), Stratavest and Vista (save for Tan Sri Abd Rahim Bin Mohamad, Puan Sri Fadzilah Binti Md Ariff and Datin Fara Nadia Binti Abd Rahim ("**Interested Directors**") be and are hereby empowered and authorised to do all acts, deeds and things and to execute, sign, deliver and cause to be delivered on behalf of the respective companies all such documents and/or arrangements as may be necessary to give effect and complete the Proposed Debt Settlement and to assent to any conditions, modifications, variations and/or amendments in any manner as may be required by the relevant authorities or as the respective board of directors (save for the Interested Directors) may deem fit, necessary and/or expedient in order to implement, finalise, give full effect and to complete the Proposed Debt Settlement."

ORDINARY RESOLUTION 2

PROPOSED ISSUANCE OF UP TO 252,677,976 FREE WARRANTS C IN EDEN ("WARRANTS C") ON THE BASIS OF 1 WARRANT C FOR EVERY 2 EXISTING ORDINARY SHARES IN EDEN ("EDEN SHARES" OR "SHARES") HELD BY THE ENTITLED SHAREHOLDERS OF EDEN WHOSE NAMES APPEAR IN THE RECORD OF DEPOSITORS OF EDEN ("ENTITLED SHAREHOLDERS") ON AN ENTITLEMENT DATE TO BE DETERMINED LATER ("ENTITLEMENT DATE") ("PROPOSED FREE WARRANTS")

"THAT subject to the approvals of all relevant authorities and/or parties (where applicable), authority be and is hereby given to the Board to allot and issue up to 252,677,976 Warrants C on the basis of 1 Warrant C for every 2 existing Eden Shares held by the Entitled Shareholders on the Entitlement Date;

THAT the Board be and is hereby authorised to enter into and execute the deed poll constituting the Warrants C ("**Deed Poll C**") with full powers to assent to any condition, modification, variation and/or amendment in any manner as may be required or imposed by the relevant authorities or as the Board may deem necessary or expedient in the best interest of the Company, and with full powers for the Board to implement, finalise and give full effect to the Deed Poll C;

THAT the Board be and is hereby authorised to allot and issue such appropriate number of Warrants C in accordance with the provisions of the Deed Poll C and where required, to adjust the exercise price and/or the number of Warrants C to be issued (including, without limitation, any additional Warrants C as may be required or permitted to be issued) in consequence of the adjustments pursuant to the provisions of the Deed Poll C;

THAT the Board be and is hereby authorised to allot and issue such appropriate number of new Shares pursuant to the exercise of the Warrants C or additional Warrants issued pursuant to adjustments as provided for under the Deed Poll C by the holders of the Warrants in accordance with the provisions of the Deed Poll C;

THAT in determining the entitlements under the Proposed Free Warrants, fractional entitlements, if any, shall be disregarded and dealt with in such manner as the Board in its absolute discretion deems fit and expedient, and in the best interest of the Company;

THAT the new Eden Shares to be issued pursuant to the exercise of the Warrants C shall, upon allotment, issuance and full payment of the exercise price, rank equally in all respects with the existing Eden Shares, save and except that the new Eden Shares will not be entitled to any dividends, rights, allotments and/or other forms of distributions that may be declared, made or paid to the shareholders of the Company, the entitlement of which is prior to the date of allotment and issuance of the new Eden Shares;

THAT the Board be and is hereby authorised to use the proceeds to be raised from the exercise of the Warrants C for such purposes and in such manner as set out in **Section 3 of Part A** of the circular to shareholders of the Company dated 9 January 2025 ("**Circular**"), and the Board be authorised with full powers to vary powers to vary the manner and/or purpose of the use of such proceeds in such manner as the Board may deem fit, necessary and/or expedient or in the best interest of the Company, subject to the approval of the relevant authorities (where required);

AND THAT the Board be and is hereby authorised to sign and execute all documents, do all acts, deeds and things as may be required to give effect to and to complete the Proposed Free Warrants with full power to assent to any conditions, variations, modifications and/or amendments in any manner as may be required or permitted by any relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts, deeds and things for and on behalf of the Company in any manner as they may deem fit or necessary or expedient to implement, finalise and give full effect to the Proposed Free Warrants."

ORDINARY RESOLUTION 3

PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME ("ESOS" OR "SCHEME") OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES IN EDEN (EXCLUDING TREASURY SHARES, IF ANY) AT ANY POINT IN TIME OVER THE DURATION OF ESOS ("PROPOSED ESOS")

"THAT subject to the approvals of all relevant authorities and/or parties being obtained, approval be and is hereby given to the Board to establish the ESOS of up to 15% of the total number of issued shares of Eden (excluding treasury shares, if any) from time to time for the benefit of eligible directors (excluding non-executive directors) and employees of Eden and its subsidiaries ("**Eden Group**" or "**Group**") (excluding dormant subsidiaries, if any), and the Board be and is hereby authorised to:

- (i) to appoint and authorise a committee ("**ESOS Committee**") by which the Proposed ESOS will be implemented and administered, in accordance with the rules, terms and conditions of the Proposed ESOS as may be modified, varied and/or amended from time to time ("**By-Laws**") as set out in **Appendix III** of the Circular. The members of the ESOS Committee shall comprise Directors and/or other persons as shall be appointed and duly authorised from time to time by the Board;

- (ii) allot and issue from time to time such number of new Eden Shares as may be required to be allotted and issued pursuant to the exercise of the options granted under the Proposed ESOS ("**ESOS Options**"), **PROVIDED THAT** the total number of new Shares to be issued under the Proposed ESOS shall not in aggregate exceed 15% of the total number of issued shares of Eden (excluding treasury shares, if any) at any point in time during the duration of the ESOS **AND THAT** the new Shares to be allotted and issued upon the exercise of any ESOS Options will, upon allotment and issuance, rank equally in all respects with the then existing Eden Shares, save and except that they will not be entitled to any dividend, right, allotment, and/or other distribution, that may be declared, made or paid prior to the date of allotment and issuance of such new Shares to be issued arising from the exercise of the ESOS Options;
- (iii) do all necessary and make such applications as may be necessary at the appropriate time or times to Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing of and quotation for the new Shares (as adjusted or modified from time to time pursuant to the By-Laws) which may from time to time be allotted and issued arising from the exercise of the ESOS Options;
- (iv) add, modify, vary and/or amend the By-Laws from time to time as may be required or permitted by the authorities or deemed necessary by the authorities or the Board **PROVIDED THAT** such modifications, variations and/or amendments are effected in accordance with the provisions of the By-Laws relating to modifications, variations and/or amendments, deeds or undertakings, to deliver and/or impose such terms and conditions and/or delegate part of its powers as may be necessary or expedient in order to implement, finalise and give full effect to the Proposed ESOS; and
- (v) extend the duration of the ESOS, if the Board deems fit, for up to a maximum period of an additional 5 years ("**Extension**") upon the recommendation by the ESOS committee, **PROVIDED ALWAYS** that the initial ESOS period of 5 years and such Extension made pursuant to the By-Laws shall not in aggregate exceed a duration of 10 years, and that the Board be and is hereby authorised to implement the Extension and do all such acts and things and to execute all necessary documents to give full effect to and complete the Extension with full power to assent to or make any modifications, variations and/or amendments as may be required by the relevant authorities and to take all steps and actions as may be required by the relevant authorities and as the Board may deem necessary and/or expedient to finalise, implement and give full effect to and complete the Extension.

THAT the Board be and is hereby empowered and authorised to do all acts, deeds and things and to execute all such documents and enter into all such arrangements, agreements, deeds and/or undertakings with any parties as they may deem fit necessary, expedient and/or appropriate in order to finalise, implement and/or give full effect to the Proposed ESOS and terms of the By-Laws with full power to consent to and to adopt and implement such conditions, modifications, variations and/or amendments as may be required by the relevant authorities or as the Board may deem fit or necessary or expedient in the best interest of the Company.

AND THAT the draft By-Laws, as set out in **Appendix III** of the Circular, be and is hereby approved and adopted."

ORDINARY RESOLUTIONS 4 TO 10

PROPOSED ALLOCATION OF ESOS OPTIONS TO DIRECTORS OF EDEN (EXCLUDING NON-EXECUTIVE DIRECTORS) AND PERSONS CONNECTED TO THEM UNDER THE PROPOSED ESOS

"THAT subject to the passing of Ordinary Resolution 3 and the approvals of all relevant authorities and/or parties being obtained, approval be and is hereby given to the Board to authorise the ESOS committee, at any time throughout the duration of the ESOS, to offer and grant to the following persons, ESOS Options to subscribe for new Shares under the Proposed ESOS:

- (i) Tan Sri Abd Rahim Bin Mohamad (*Executive Chairman. He is the spouse of Puan Sri Fadzilah Binti Md Ariff and parent of Datin Fara Nadia Binti Abd Rahim*) Ordinary Resolution 4
- (ii) Datin Fara Nadia Binti Abd Rahim (*Group Managing Director. She is the child of Tan Sri Abd Rahim Bin Mohamad and Puan Sri Fadzilah Binti Md Ariff*) Ordinary Resolution 5

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|-------|---|------------------------|
| (iii) | Puan Sri Fadzilah Binti Md Ariff (<i>Executive Director, Group Special Projects. She is the spouse of Tan Sri Abd Rahim Bin Mohamad and parent of Datin Fara Nadia Binti Abd Rahim</i>) | Ordinary Resolution 6 |
| (iv) | Dato' Nik Mohd Fuad Bin Wan Abdullah (<i>Executive Director, Group Corporate Affairs</i>) | Ordinary Resolution 7 |
| (v) | Dato' Mohd Ramli Bin Mohamad (<i>Director of Underwater World Langkawi Sdn Bhd, a wholly-owned subsidiary of Eden. He is the sibling of Tan Sri Abd Rahim Bin Mohamad</i>) | Ordinary Resolution 8 |
| (vi) | Noordini Binti Mohd Ariff (<i>Manager, Group Administration. She is the sibling of Puan Sri Fadzilah Binti Md Ariff and spouse of Amir Bin Mahmood</i>) | Ordinary Resolution 9 |
| (vii) | Amir Bin Mahmood (<i>Assistant General Manager, Internal Audit and Risk Management. He is the spouse of Noordini Binti Mohd Ariff</i>) | Ordinary Resolution 10 |

PROVIDED ALWAYS that:

- (i) the abovementioned persons must not participate in the deliberation and/or discussion of their own respective allocation;
- (ii) the total number of new Eden Shares to be issued pursuant to the exercise of the ESOS Options shall not in aggregate exceed 15% of the total number of issued Shares in Eden (excluding treasury shares, if any) at any point in time during the ESOS period;
- (iii) not more than 10% of the total number of new Shares to be issued under the Proposed ESOS would be allocated to any one of the abovementioned persons who, either singly or collectively through persons connected to them, holds 20% or more of the total number of issued shares of the Company; and
- (iv) the allocation of ESOS Options to the abovementioned persons shall be subject always to such terms and conditions and/or any adjustments which may be made in accordance with the provisions of the By-Laws, the Main Market Listing Requirements of Bursa Securities, or any prevailing guideline issued by Bursa Securities, as amended from time to time.

THAT at any one time during the duration of the Proposed ESOS, not more than 80% of the total number of ESOS Options available under the Proposed ESOS could be allocated, in aggregate to the directors and senior management of Eden Group (excluding dormant subsidiaries, if any) pursuant to the Proposed ESOS.

AND THAT the Board is also authorised to allot and issue the corresponding number of new Shares arising from the exercise of the ESOS Options that may be granted to them under the Proposed ESOS."

By Order of the Board

Chua Siew Chuan (SSM Practicing Certificate No. 201908002648) (MAICSA 0777689)
Yeow Sze Min (SSM Practicing Certificate No. 201908003120) (MAICSA 7065735)

Joint Company Secretaries

Petaling Jaya
9 January 2025

Notes:

- (i) The EGM will be conducted on a virtual basis by way of live streaming and online remote voting via the Remote Participation and Voting ("**RPV**") facilities to be provided by SS E Solutions Sdn. Bhd. via Securities Services e-Portal's platform at <https://sshsb.net.my/>. Please read carefully and follow the procedures provided in the Administrative Guide to register, participate and vote remotely via the RPV facilities.

- (ii) The Broadcast Venue, which is the main venue of the EGM, is strictly for the purpose of complying with Section 327(2) of the Companies Act 2016 and Clause 77 of the Company's Constitution, which require the Chairman to be present at the main venue of the EGM. Members, proxies and/or corporate representatives will not be allowed to be physically present at the Broadcast Venue on the day of the EGM.
- (iii) With the RPV facilities, the members, proxies and/or corporate representatives are strongly encouraged to exercise their rights to participate (including to pose questions to the Chairman, Board of Directors, or Management) and vote at the EGM. In the event of any technical glitch in this primary mode of communication, members, proxies and/or corporate representatives may email their questions to eservices@sshsb.com.my during the EGM. The questions and/or remarks submitted by the members, proxies and/or corporate representatives will be responded by the Chairman, Board of Directors and/or Management during the EGM if time permits or by email after the EGM.
- (iv) In respect of deposited securities, only members whose names appear in the Record of Depositors on 17 January 2025 ("**General Meeting Record of Depositors**") shall be eligible to attend the Meeting.
- (v) A member entitled to attend and vote at the EGM, shall be entitled to appoint more than 1 proxy to attend, participate, speak, and vote instead of the member at the EGM. A proxy needs not be a Member of the Company. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the EGM shall have the same rights as the Member to attend, participate, speak, and vote at the EGM and upon appointment a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (vi) Where a member appoints more than 1 proxy, he shall specify the proportion of his shareholdings to be represented by each proxy, failing which the appointment shall be invalid.
- (vii) Where a member of the Company is an exempt authorised nominee which holds shares in the Company for multiple beneficial owners in 1 securities account ("**omnibus account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.
- (viii) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer or attorney duly authorised.
- (ix) The instrument appointing a proxy must be deposited at SS E Solutions Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan **not less than 48 hours** before the time for holding the EGM or at any adjournment thereof or submit electronically via Securities Services e-Portal at <https://sshsb.net.my/> before the Form of Proxy submission cut-off time as mentioned above. For further information on the electronic submission of Form of Proxy, kindly refer to the Administrative Guide.
- (x) Any Notice of Termination of Authority to act as Proxy must be received by the Company before the commencement of the EGM or at any adjournment thereof, failing which, the termination of the authority of a person to act as proxy will not affect the following in accordance with Section 338 of the Companies Act 2016:
 - (a) the constitution of the quorum at such meeting;
 - (b) the validity of anything he did as chairman of such meeting;
 - (c) the validity of a poll demanded by him at such meeting; or
 - (d) the validity of the vote exercised by him at such meeting.

**EDEN INC. BERHAD**

[Registration No. 197701005144 (36216-V)]
(Incorporated in Malaysia)

FORM OF PROXY

Number of ordinary shares held	CDS Account No

*I/We, (full name in capital letters)
bearing *NRIC No./Passport No./Registration No.....
of (full address)
being a *member/members of EDEN INC. BERHAD ("**Eden**" or "**the Company**"), hereby appoint:
First Proxy "A"

Full Name	NRIC/ Passport No.	Proportion of Shareholdings Represented	
		No. of Shares	%
Full Address			

and/or failing *him/her,

Second Proxy "B"

Full Name	NRIC/ Passport No.	Proportion of Shareholdings Represented	
		No. of Shares	%
Full Address			

100%

or failing *him/her, the *CHAIRMAN OF THE MEETING as *my/our proxy to vote for *me/us and on *my/our behalf at the Extraordinary General Meeting of the Company ("**EGM**") to be held on a **virtual basis** vide the online meeting platform hosted on Securities Services e-Portal at <https://sshsb.net.my/> at the broadcast venue, which is the main meeting venue at the Meeting Room, Securities Services (Holdings) Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan on Friday, 24 January 2025 at 10.00 a.m. or at any adjournment thereof.

Please indicate with an "X" in the spaces provided below as to how you wish your votes to be casted. If no specific direction as to voting is given, the proxy will vote or abstain from voting at *his/her discretion.

No.	Ordinary Resolution	For	Against
1	Proposed Debt Settlement		
2	Proposed Free Warrants		
3	Proposed ESOS		
4	Proposed Allocation of ESOS Options to Tan Sri Abd Rahim Bin Mohamad		
5	Proposed Allocation of ESOS Options to Datin Fara Nadia Binti Abd Rahim		
6	Proposed Allocation of ESOS Options to Puan Sri Fadzilah Binti Md Ariff		
7	Proposed Allocation of ESOS Options to Dato' Nik Mohd Fuad Bin Wan Abdullah		
8	Proposed Allocation of ESOS Options to Dato' Mohd Ramli Bin Mohamad		



No.	Ordinary Resolution	For	Against
9	Proposed Allocation of ESOS Options to Noordini Binti Mohd Ariff		
10	Proposed Allocation of ESOS Options to Amir Bin Mahmood		

* Strike out whichever not applicable

Signed this day of, 2025

.....
Signature of Member/Common Seal

Notes:

- (i) The EGM will be conducted on a virtual basis by way of live streaming and online remote voting via the Remote Participation and Voting ("**RPV**") facilities to be provided by SS E Solutions Sdn. Bhd. via Securities Services e-Portal's platform at <https://sshsb.net.my/>. Please read carefully and follow the procedures provided in the Administrative Guide to register, participate and vote remotely via the RPV facilities.
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- (iii) With the RPV facilities, the members, proxies and/or corporate representatives are strongly encouraged to exercise their rights to participate (including to pose questions to the Chairman, Board of Directors, or Management) and vote at the EGM. In the event of any technical glitch in this primary mode of communication, members, proxies and/or corporate representatives may email their questions to eservices@sshsb.com.my during the EGM. The questions and/or remarks submitted by the members, proxies and/or corporate representatives will be responded by the Chairman, Board of Directors and/or Management during the EGM if time permits or by email after the EGM.
- (iv) In respect of deposited securities, only members whose names appear in the Record of Depositors on 17 January 2025 ("**General Meeting Record of Depositors**") shall be eligible to attend the EGM.
- (v) A member entitled to attend and vote at the EGM, shall be entitled to appoint more than 1 proxy to attend, participate, speak, and vote instead of the member at the EGM. A proxy needs not be a Member of the Company. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the EGM shall have the same rights as the Member to attend, participate, speak, and vote at the EGM and upon appointment a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (vi) Where a member appoints more than 1 proxy, he shall specify the proportion of his shareholdings to be represented by each proxy, failing which the appointment shall be invalid.
- (vii) Where a member of the Company is an exempt authorised nominee which holds shares in the Company for multiple beneficial owners in 1 securities account ("**omnibus account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.
- (viii) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer or attorney duly authorised.
- (ix) The instrument appointing a proxy must be deposited at SS E Solutions Sdn. Bhd., Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur,

Wilayah Persekutuan **not less than 48 hours** before the time for holding the EGM or at any adjournment thereof or submit electronically via Securities Services e-Portal at <https://sshsb.net.my/> before the Form of Proxy submission cut-off time as mentioned above. For further information on the electronic submission of Form of Proxy, kindly refer to the Administrative Guide.

- (x) Any Notice of Termination of Authority to act as Proxy must be received by the Company before the commencement of the EGM or at any adjournment thereof, failing which, the termination of the authority of a person to act as proxy will not affect the following in accordance with Section 338 of the Companies Act 2016:
- (i) the constitution of the quorum at such meeting;
 - (ii) the validity of anything he did as chairman of such meeting;
 - (iii) the validity of a poll demanded by him at such meeting; or
 - (iv) the validity of the vote exercised by him at such meeting.



Fold this flap for sealing

Then fold here

AFFIX
STAMP

To:

EDEN INC. BERHAD [197701005144 (36216-V)]
c/o SS E Solutions Sdn. Bhd. [202001010461 (1366781-T)]
Level 7, Menara Milenium, Jalan Damanlela,
Pusat Bandar Damansara, Damansara Heights,
50490 Kuala Lumpur, Wilayah Persekutuan

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