

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting of Fututech Berhad ("Fututech" or the "Company") will be held at No 1, Jalan Wangsa Permai, 1st Floor, Bangunan One Wangsa, Taman Wangsa Permai, 52200 Kuala Lumpur, Malaysia, on Wednesday, 20 January 2016 at 11.00 a.m. or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the following resolutions with or without any modifications as shall be determined upon at such meeting:-

ORDINARY RESOLUTION 1

PROPOSED ACQUISITIONS

"**THAT** subject to the passing of the Ordinary Resolution 3 and Special Resolution 1 and the approval of all the relevant authorities or parties being obtained (if required) and the conditions precedent in the respective share sale agreements ("**SSAs**") dated 15 September 2015 entered into by the Company with the vendors of Kerjaya Prospek (M) Sdn. Bhd. ("**KPSB**"), namely, Datuk Tee Eng Ho, Datin Toh Siew Chuon and Tee Eng Seng ("**KPSB Vendors**") ("**KPSB SSA**") and the Company with the vendors of Permatang Bakti Sdn. Bhd. ("**PBSB**"), namely, Datuk Tee Eng Ho and Datin Toh Siew Chuon ("**PBSB Vendors**") ("**PBSB SSA**") respectively being fulfilled or waived (as the case may be), approval be and is hereby given for the Company to acquire -

- 5,000,000 ordinary shares of RM1.00 each in KPSB, representing the entire equity interest in KPSB from the KPSB Vendors for an aggregate sale and purchase consideration of RM438.0 million via:
 - the issuance of 36,896,552 new ordinary shares of RM0.50 each in the Company ("**Fututech Shares**") at an issue price of RM1.16 per Fututech Share ("**KPSB Consideration OS**");
 - the issuance of 310,344,828 new redeemable convertible preference shares of RM0.50 each in the Company ("**Fututech RCPS**") at an issue price of RM1.16 per Fututech RCPS ("**KPSB Consideration RCPS**"); and
 - the payment of RM35.2 million in cash, upon and subject to the terms and conditions as set out in the KPSB SSA, ("**Proposed KPSB Acquisition**"); and
- 2,000,000 ordinary shares of RM1.00 each in PBSB, representing the entire equity interest in PBSB from the PBSB Vendors for an aggregate sale and purchase consideration of RM20.0 million, to be satisfied entirely in cash, upon and subject to the terms and conditions as set out in the PBSB SSA ("**Proposed PBSB Acquisition**");

THAT pursuant to the terms of the KPSB SSA, approval be and is hereby given for the Company to allot (whether provisionally or otherwise) and issue the KPSB Consideration OS and KPSB Consideration RCPS to the KPSB Vendors and/or their nominee(s);

THAT approval be and is hereby given for the Company to allot and issue such new Fututech Shares in the Company to the KPSB Vendors and/or their nominee(s) pursuant to the conversion of the KPSB Consideration RCPS subject to the rights, privileges and restrictions of the Fututech RCPS as set out in Appendix VII of the Circular to Shareholders dated 29 December 2015 ("**Circular**") and conditions as stipulated in the KPSB SSA;

THAT the Fututech Shares and new Fututech Shares to be allotted and issued pursuant to the conversion of the KPSB Consideration RCPS shall, upon allotment and issuance, rank *pari passu* in all respects with each other and with the then existing Shares save and except that the holders of such new Fututech Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid to the shareholders of the Company, the entitlement date of which is prior to the date of allotment and issuance of the KPSB Consideration OS or such new Fututech Shares to be allotted and issued pursuant to the conversion of the KPSB Consideration RCPS;

THAT the Fututech RCPS shall constitute direct, unconditional, unsecured and unsubordinated obligations of Fututech and shall upon allotment and issuance, rank *pari passu* without any preference or priority among themselves and in priority to other redeemable convertible preference shares that may be created in future, but shall rank behind all secured and unsecured obligations of Fututech and shall rank in priority to the ordinary shares with regard to dividend payment;

AND THAT the Board of Directors of the Company ("**Board**") be and is hereby authorised and empowered to give full effect to the Proposed KPSB Acquisition, the Proposed PBSB Acquisition and the respective SSAs with full power to deal with all matters incidental, ancillary to and/or relating thereto, to take all such steps and to execute and deliver and/or cause to be executed and delivered the respective SSAs and all such other agreements, deeds, arrangements, undertakings, indemnities, transfers, extensions, assignments, confirmations, declarations and/or guarantees to or with any party or parties, and to do all such acts, things and matters as it may deem fit, necessary and/or expedient or in the best interests of Fututech and/or appropriate in order to implement, finalise and give full effect to the Proposed KPSB Acquisition and the Proposed PBSB Acquisition under the terms and conditions of the respective SSAs, with full powers to negotiate, approve, agree and assent to any conditions, revaluations, modifications, variations and/or amendments as may be required by any relevant authorities and/or as the Board deem fit, appropriate and in the best interest of Fututech."

ORDINARY RESOLUTION 2

PROPOSED PRIVATE PLACEMENT

"**THAT** subject to the passing of the Ordinary Resolution 3 and all the approvals being obtained from the relevant authorities, including the approval of Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing of and quotation for up to 100,000,000 new ordinary shares of RM0.50 each in the Company ("**Fututech Shares**") ("**Placement Shares**") on the Main Market of Bursa Securities, approval be and is hereby given to the Board of Directors ("**Board**") to allot and issue the Placement Shares at an issue price to be determined based on the five (5)-day volume weighted average market price ("**VWAP**") of Fututech Shares immediately preceding the price-fixing date to be determined by the Board and applying no more than ten percent (10%) discount to the VWAP, but in any event shall be no less than the par value, to such person(s) and at such time(s) as the Board may deem fit, necessary and/or expedient ("**Proposed Private Placement**");

THAT the proceeds of the Proposed Private Placement be utilised for the purposes as set out in Section 3.6 of Part A of the Circular to Shareholders dated 29 December 2015, and the Board be and is hereby authorised with full powers to vary the manner and/or purpose of utilisation of such proceeds in such manner as the Board may deem fit, necessary and/or expedient, subject (where required) to the approval of the relevant authorities;

THAT the Placement Shares, shall upon allotment and issue, rank *pari passu* in all respects with the then existing Fututech Shares, save and except that the holders of such Placement Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid to the shareholders of the Company, the entitlement date of which is prior to the date of allotment and issuance of such Placement Shares;

THAT the Board be and is hereby authorised to implement, finalise and give effect to the Proposed Private Placement with full powers to effect or assent to any conditions, modifications, variations and/or amendments to the terms of the Proposed Private Placement as the Board may deem fit, necessary and/or expedient in the interests of the Company or as may be required or imposed by any relevant authority or consequent upon the implementation of the said conditions, modifications, variations and/or amendments and to do all acts, deed and things and execute and deliver all such transactions, arrangements, agreements and/or documents as it considers necessary or expedient in connection with the Proposed Private Placement;

AND THAT this resolution constitutes a specific approval for the issuance of securities in the Company which is made pursuant to an offer, agreement or option and shall continue in force and effect until all the Placement Shares have been duly allotted and issued in accordance with the terms of the Proposed Private Placement."

ORDINARY RESOLUTION 3

PROPOSED INCREASE IN THE AUTHORISED SHARE CAPITAL

"**THAT** subject to the passing of the Ordinary Resolution 1, Ordinary Resolution 2 and Special Resolution 1 and the approval of all the relevant authorities or parties (if required) being obtained, the authorised share capital of the Company be and is hereby increased from RM150,000,000 comprising 300,000,000 ordinary shares of RM0.50 each ("**Fututech Shares**") to RM800,000,000 comprising 1,200,000,000 Fututech Shares and 400,000,000 redeemable convertible preference shares of RM0.50 each ("**Fututech RCPS**"), by the creation of an additional 900,000,000 Fututech Shares and 400,000,000 Fututech RCPS as the new class of shares of the Company and that the Memorandum and Articles of Association of the Company be and are hereby altered accordingly."

SPECIAL RESOLUTION 1

PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

"**THAT** subject to the passing of the Ordinary Resolution 1 and the Ordinary Resolution 3 and the approval of all the relevant authorities or parties (if required) being obtained, approval be and is hereby given for the Company to carry out the following amendments to the Articles of Association of the Company in the manner set out below ("**Proposed Amendments to M&A**"):

- By inserting the following new Article as Article 2A immediately after the existing Article 2 :

INTERPRETATION ON REDEEMABLE CONVERTIBLE PREFERENCE SHARES

- In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

Words	Meanings
Conversion Notice	Shall have the meaning given in Article 4A(v)(b)(1).
Conversion Period	Shall have the meaning given in Article 4A(vi)(a)(1).
Conversion Rights	Shall have the meaning given in Article 4A(vi)(a).
Conversion Shares	Shall have the meaning given in Article 4A(vi)(b)(3)(i).
Converting RCPS Holder	Shall have the meaning given in Article 4A(vi)(b)(1).
Issue Date	Shall have the meaning given in Article 4A(i)(a).
Maturity Date	Shall have the meaning given in Article 4A(i)(a).
RCPS	The redeemable convertible preference shares of the Company having a par value of RM0.50 and issued at a premium of RM0.66 each at an issue price of RM1.16 each, the terms and conditions of which shall be as set forth in these Articles.
Redemption Date	Shall have the meaning given in Article 4A(vi)(a).
Redemption Notice	Shall have the meaning given in Article 4A(vii)(a).

- By inserting the following new Articles as Articles 4A and 4B, immediately after the existing Article 4:

- The RCPS shall confer on the holders thereof the following rights and privileges only and be subject to the following conditions:

(i) **Maturity, listing and transferability.**

- The tenure of the RCPS shall be three (3) years commencing from and inclusive of the date of issue of the RCPS ("**Issue Date**") (the 3rd anniversary of the Issue Date being the "**Maturity Date**").
- The RCPS will not be listed, quoted or traded on the Exchange or any other stock exchange. The new Shares to be issued upon conversion of the RCPS will be listed on the Main Market of Bursa Securities.
- Subject to these Articles, the RCPS shall not be transferable without the consent of the Company.

(ii) **Dividend**

Unless the RCPS shall have been redeemed at the option of the Company at any time during the tenure of the RCPS, converted or mandatorily converted by the expiry of the Conversion Period via the issuance of new Shares, the RCPS carry the right to receive a cumulative preferential dividend out of the distributable profits of the Company at a fixed rate of 2% per annum per share compounded annually, on the issue price of RCPS, payable annually in arrears. Save for the aforesaid, unless the RCPS are converted into Shares, the RCPS shall have no further right to participate in the profits of the Company.

Subject to the compliance with the mandatory requirements of law and the availability of profits, all cumulative dividends will be accrued without the need for declaration, and if not paid earlier, must be declared and paid subject to available distributable profits prior to the expiry of the tenure.

(iii) **Liquidation preference and capital repayment**

In the event of liquidation, dissolution or winding up or upon a reduction of capital or other return of capital (other than on redemption), the RCPS shall rank *pari passu* with each other and confer on the holder thereof the right to receive in priority to the holders of any other

class of shares in the capital of the Company, the cash repayment in full of the issue price of the RCPS (and the amount of any dividend that has been declared and remains in arrears) of that RCPS. There shall however be no further or other participation in the profits or assets of the Company.

(iv) **Ranking**

The RCPS shall constitute direct, unconditional, unsecured and unsubordinated obligations of the Company and shall upon allotment and issue, rank *pari passu* without any preference or priority among themselves and in priority to other redeemable convertible preference shares that may be created in future, but shall rank behind all secured and unsecured obligations of the Company.

The RCPS shall rank in priority to the ordinary shares with regard to dividend payment.

The RCPS shall not carry any voting rights except in matters as set out in paragraph (v) below, and do not entitle the holders to any rights, bonus, allotment and/or other distributions save for dividends that may be declared. However, the RCPS shall not entitle its holders thereof to participate in the profits or surplus assets over and above the cumulative dividend.

(v) **Voting rights**

RCPS holders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited financial statements and attending general meeting of the Company PROVIDED ALWAYS that the holders of the RCPS shall not have the right to attend, vote or to move or second any resolution at any general meeting of the Company except on each for the following circumstances:

- when the dividend or part of the dividend on the shares in arrears for more than 6 months;
- on a proposal to reduce the capital of the Company;
- on a proposal to dispose of the whole of the Company's property, business and/or undertakings;
- on a proposal that affects rights attached to the share;
- on a proposal to wind-up the Company; and
- at any time during the winding up of the Company,

in which case the RCPS holders may only vote in respect of such resolution and each RCPS holder shall have one vote for each RCPS held by such holder.

The RCPS holders shall be entitled to receive notice of meeting, attend and vote at any class meeting of the holders of the RCPS in relation to any proposal by the Company to vary or abrogate the rights of the RCPS as stated in these Articles.

Whenever a holder of the RCPS has the right to vote at a general meeting of the Company, such RCPS holder has the same right to vote (both on a show of hands and on a poll) as a holder of an ordinary share and has the same rights as the holder of an ordinary share in respect of all proceedings at that general meeting.

(vi) **Conversion**

(a) **Conversion rights**

The holders of the RCPS shall have conversion rights as follows ("**Conversion Rights**"):

- Each RCPS shall be convertible, at the option of the RCPS holder thereof, on any Market Day at any time during the tenure of the RCPS commencing on and including the Issue Date up to and including the Maturity Date ("**Conversion Period**"), into one Share.
- The conversion price per new Share shall be an amount equivalent to the issue price of the RCPS, which shall be deemed settled by way of set-off. No additional cost or consideration shall be payable by the holder(s) of RCPS upon such exercise of the Conversion Rights.
- Conversion mechanism
 - The conversion of the RCPS shall be exercised by the relevant holder of RCPS or his/her/its agent, nominee or attorney delivering a duly completed and signed conversion notice as prescribed from time to time by the Company or in accordance with any applicable laws and regulations from time to time ("**Conversion Notice**") to the Registrar of the Company during its business hours on any Market Day during the Conversion Period. The Conversion Notice is irrevocable upon receipt by the Company. A holder of the RCPS who had issued a Conversion Notice ("**Converting RCPS Holder**") shall further furnish to the Company such supporting documents or information as may be prescribed by the Company or as may be required under any applicable laws or regulations from time to time. The conversion shall be carried out in accordance with such procedures as may be prescribed by any applicable laws and regulations.
 - Once a Conversion Notice has been submitted to the Company, the Converting RCPS Holder shall not sell, transfer, dispose or otherwise encumber the RCPS in respect of which the Conversion Rights have been exercised.
 - Subject to all applicable laws, rules and regulations, within eight (8) Market Days from the date of receipt by the Company of a Conversion Notice or such other period as may be prescribed or allowed by the Exchange or under any applicable laws and regulations, the Company shall:-
 - issue and/or allot to the relevant Converting RCPS Holders, such number of Shares to which such holders are entitled to receive by virtue of the exercise of the Conversion Rights, credited as fully paid-up ("**Conversion Shares**"), and shall cause the securities account of the said holders to be credited with such number of Conversion Shares; and
 - dispatch a notice of allotment to the relevant Converting RCPS Holders in respect of the Conversion Shares.
- A RCPS holder may give a Conversion Notice following the giving of a Redemption Notice by the Company, but such Conversion Notice must be validly given prior to the relevant Redemption Date.
- Once converted, the RCPS shall not be capable of reissuance.

(c) **Mandatory conversion**

Unless previously redeemed or converted or purchased and cancelled, all issued and outstanding RCPS shall be mandatorily converted into new Shares at the Maturity Date.

(d) **Ranking of Conversion Shares**

The new Shares to be issued pursuant to the conversion of the RCPS shall, upon allotment and issue, rank *pari passu* in all respects with the then existing shares of the Company, save and except that they will not be entitled to any dividends, rights, allotment and/or other distributions, that may be declared, made or paid to the shareholders, the entitlement date of which is prior to the allotment date of the new Shares.

(vii) **Redemption**

- Unless previously redeemed or converted or purchased and cancelled, the RCPS may at the option of the Company (acting through the Audit Committee of the Company) be redeemed, in whole or in part, at any time during the tenure of the RCPS at the price equivalent to the issue price of the RCPS by giving not less than thirty (30) days prior written notice ("**Redemption Notice**") to the RCPS holders of the redemption of the RCPS, and such Redemption Notice shall specify the number of RCPS to be redeemed and the date fixed for redemption ("**Redemption Date**").
- In the event that the Company determine to redeem a part only of the RCPS, those to be redeemed shall be selected by a rateable proportion (as nearly as practicable without involving fractions of shares) of each holding of such RCPS on the Redemption Date or in such other manner as the Board shall approve.
- Subject to Article 4A(vi)(b)(4) above, all RCPS which are the subject of a Redemption Notice shall be redeemed on the relevant Redemption Date, and the Company shall thereafter make payment of the redemption price to the relevant holders as soon as reasonably practicable.
- All RCPS which are redeemed or purchased by the Company shall be cancelled immediately and cannot be resold.
- Any unredeemed or unconverted RCPS shall be automatically converted into new Shares of the Company (in lieu of redemption in cash) upon the expiry of the Conversion Period.

(viii) **Undertaking of the Company**

So long as any RCPS remains in issue:

- The Company will send to each holder of the RCPS, by way of information, one copy of every circular, notice or other documents sent to any other shareholders in the Company, at the same time as it sends to such other shareholders; and
- The Company shall keep available during the Conversion Period, free from pre-emptive or other rights, out of its authorised or unissued share capital such number of Shares as would be required to be issued upon the exercise of the Conversion Rights from time to time by the holders of the RCPS during the Conversion Period, and to satisfy in full all other rights of conversion into or exchange or subscription for Shares and shall ensure that all Shares delivered upon conversion will be duly and validly issued and fully paid-up.

(ix) **Governing law**

The RCPS shall be governed by the laws of Malaysia.

- Except with the consent of the holders of not less than three-fourths (3/4th) in number of the RCPS, no further shares shall be issued by the Company ranking in priority to or *pari passu* with the abovementioned RCPS.

- By deleting Article 3(ii)(f) in its entirety.

AND THAT the Board of Directors be and is hereby authorised and empowered to take all steps and to do all acts, deeds, things and to execute, enter into, sign and deliver for and on behalf of the Company all documents as it may consider necessary to give full effect to the Proposed Amendments to M&A, with full powers to assent to and accept any conditions, modifications, variations, arrangements and/or amendments as may be required by the relevant authority(ies)."

SPECIAL RESOLUTION 2

PROPOSED CHANGE OF NAME OF THE COMPANY

"**THAT** subject to the approvals of the relevant authorities/parties (if required) being obtained, the name of the Company be and is hereby changed from "Fututech Berhad" to "Kerjaya Prospek Group Berhad" ("**Proposed Change of Name**") with effect from the date of the Certificate of Incorporation on Change of Name under the name of Kerjaya Prospek Group Berhad to be issued by the Companies Commission of Malaysia and that the name of the Company wherever appearing in the Memorandum and Articles of Association be and is hereby amended accordingly;

AND THAT the Board and/or the Secretary be and are hereby authorised to do or procure to be done all acts, deeds and things and to execute, sign and deliver on behalf of the Company, all such documents as the Board may deem necessary, expedient and/or appropriate and to carry out all necessary formalities to effect the Proposed Change of Name."

By Order of the Board
FUTUTECH BERHAD

Seow Fei San
Mok Mee Kee
Company Secretaries

Petaling Jaya
29 December 2015

Notes:-

- Only depositors whose names appear in the Record of Depositors as at 13 January 2016 shall be regarded as members and entitled to attend, speak and vote at the meeting.
- A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote in his stead. There shall be no restriction as to the qualification of the proxy. A proxy may but need not be a member of the Company and the provisions of Section 149(1)(b) of the Companies Act, 1965 shall not apply to the Company.
- A member may appoint not more than two (2) proxies to attend the meeting. Where a member appoints two (2) proxies, he shall specify the proportion of his shareholdings to be represented by each proxy.
- Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act, 1991, it may appoint at least one (1) proxy but not more than two (2) proxies in respect of each Securities Account it holds with ordinary shares of the Company standing to the credit of the said Securities Account.
- Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one 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.
- The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a corporation, either under its Common Seal or under the hand of its officer or attorney duly authorised.
- The instrument appointing a proxy must be deposited at the Registered Office of the Company at 802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor Darul Ehsan at least forty eight (48) hours before the time for holding the meeting or any adjournment thereof.