

**IN THE HIGH COURT OF MALAYA AT KUALA LUMPUR
(COMMERCIAL DIVISION)
ORIGINATING SUMMONS NO: WA-24NCC-442-10/2017**

In the matter of Scomi Engineering Bhd (Company No.: 111633-M) ("**Scomi Engineering**");

And

In the matter of a Proposed Merger of Scomi Engineering with Scomi Group Bhd to be undertaken by way of a members' Scheme of Arrangement;

And

In the Matter of Section 366 of the Companies Act 2016.

Scomi Engineering Bhd
(Company No.: 111633-M)

...**APPLICANT**

NOTICE OF MEETING SUMMONED PURSUANT TO THE ORDER OF THE HIGH COURT OF MALAYA AT KUALA LUMPUR IN RESPECT OF A PROPOSED MERGER OF SCOMI ENGINEERING BHD ("SCOMI ENGINEERING**") OR "**COMPANY**") WITH SCOMI GROUP BHD ("**SCOMI**") TO BE UNDERTAKEN BY WAY OF A MEMBERS' SCHEME OF ARRANGEMENT**

NOTICE IS HEREBY GIVEN that by the Order of the High Court under section 366 of the Companies Act 2016 given on 14 November 2017 in respect of the above matter ("**Court Order**"), the High Court has directed that a meeting ("**Court Convened Meeting**") be convened for the shareholders of Scomi Engineering other than Scomi ("**Scheme Shareholders**"), for the purpose of considering and, if thought fit, approving (with or without modification) a members' scheme of arrangement made pursuant to Section 366 of the Companies Act 2016 between Scomi Engineering and the Scheme Shareholders ("**Scheme of Arrangement**") in the form of the following resolution :

*"THAT subject to the sanction of the High Court of Malaya and the approval of any other relevant authorities/ persons (if required), approval be and is hereby given for the implementation of a members' scheme of arrangement made between Scomi Engineering Bhd ("**Scomi Engineering**") and its shareholders other than Scomi Group Bhd ("**Scomi**") ("**Scheme Shareholders**"), which involves the acquisition by Scomi, and transfer by Scomi Engineering of all the ordinary shares in Scomi Engineering held by the Scheme Shareholders ("**Scheme Shares**") ("**Scheme of Arrangement**") to Scomi at a price of RM0.30 for each Scheme Share ("**Scomi Engineering Offer Price**"), which shall be satisfied in the following manner:*

- (i) *a share swap where for every 7 Scheme Shares held, 10 new Consolidated Shares of Scomi shall be issued at an issue price of RM0.21 per Consolidated Share; and*
- (ii) *the issuance of 1 Warrant for every 10 Consideration Shares issued.*

AND THAT Scheme Shareholders holding less than 100 Scheme Shares per Central Depository System account will be receiving Consideration Shares and Consideration Warrants in accordance with the share swap ratio of the Proposed Merger of Scomi Engineering. In addition, the entitlement of the Scheme Shareholders to the Consideration Shares or Consideration Warrants will also be rounded down to the nearest whole new Consideration Share and new Consideration Warrant;

The full details of the Scheme of Arrangement including the definition of the terms Consolidated Shares, Consideration Shares and Warrant shall be as set out in the Explanatory Statement which has been circulated together with the notice convening this meeting.

AND FURTHER THAT the Directors of Scomi Engineering be and are hereby authorised to do all such acts, deeds and things, including preparing and executing such documents as may be necessary to give full effect to and to complete the Scheme of Arrangement with full power to assent to any conditions, modifications, variations and/ or amendments as the Directors may, in their absolute discretion, deem fit and expedient in the best interests of Scomi Engineering."

The Court Convened Meeting will be held at Dewan Berjaya, Bukit Kiara Equestrian & Country Resort, Jalan Bukit Kiara, Off Jalan Damansara, 60000 Kuala Lumpur, Malaysia on Friday, 5 January 2018 at 2:30 p.m. or any adjournment thereof, at which place and time the Scheme Shareholders are requested to attend.

A copy of the Explanatory Statement (with the Scheme of Arrangement enclosed therein) and the Independent Advice Letter required to be furnished pursuant to Section 369 of the Companies Act 2016 are enclosed herewith. Further copies of the Explanatory Statement (with the Scheme of Arrangement enclosed therein) may be obtained from the share registrar of the Company, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia ("**Share Registrar**") during normal business hours on any day (except Saturday, Sunday and public holidays) prior to the day appointed for the Court Convened Meeting.

The Scheme Shareholders may vote in person at the said Court Convened Meeting or they may, subject to the provisions of the Companies Act 2016, appoint a proxy or proxies, whether a member of the Company or not, to attend and to vote on a poll instead of him. A Form of Proxy is enclosed in the Explanatory Statement.

It is requested that forms appointing proxies be lodged with the Share Registrar not less than 24 hours before the time appointed for the said Court Convened Meeting. The lodging of a Form of Proxy will not preclude a Scheme Shareholder from attending and voting in person at the Court Convened Meeting should he/she subsequently wish to do so.

Should the Scheme Shareholders subsequently decide to attend and vote in person at the Court Convened Meeting, the Scheme Shareholders are requested to rescind the earlier appointment of proxy(ies), and notify the Share Registrar, of his/her intention, as soon as practicable.

By the said Court Order, the Court has appointed Datuk Zainun Aishah Binti Ahmad (NRIC No.: 460903-08-5314) of No.4, Jalan 11/3, 40000 Shah Alam, Selangor Darul Ehsan, or failing her and/or in her absence, Dato' Ikmal Hijaz Bin Hashim (NRIC No.: 530201-01-5689) of No.15, Jalan Teratak, U8/95C, Bukit Jelutong, 40150 Shah Alam, Selangor Darul Ehsan, or failing him and/or in his absence, Mr. Kanesan A/L Velupillai (NRIC No.: 600915-06-5259) of No. 8, Lorong 5/10A, 46000 Petaling Jaya, Selangor Darul Ehsan to act as the Chairman of the said Court Convened Meeting ("**Chairman**") and has directed the said Chairman to report the results thereof to the Court.

The said Scheme of Arrangement will be subject to the approval of the High Court.

Date: 12 December 2017

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Messrs Kadir, Andri & Partners
Solicitors for Scomi Engineering Bhd

Notes to Notice of CCM

1. A member of the Company who is entitled to attend and vote at any general meeting of the Company is entitled to appoint any person as his/her proxy or proxies (but not more than 2) to attend and vote in his / her behalf. There shall be no restriction as to the qualification of the proxy.
2. Where a member of the Company who is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, 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.
3. Where a member appoints more than one proxy, the appointments shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
4. The instrument appointing a proxy, in the case of an individual shall be signed by the appointer or his/her attorney, duly authorised in writing and in the case of a corporation, either under seal or under the hand of an officer or attorney duly authorised. If no name is inserted in the space for the name of your proxy, the Chairman of the meeting will act as your proxy.
5. The instrument appointing a proxy must be completed and deposited at the office of the Share Registrar of the Company, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia not less than 24 hours before the time appointed for the Court Convened Meeting ("CCM") or at any adjournment thereof, and in default, the instrument of proxy shall not be treated as valid.
6. The lodging of a completed Form of Proxy to the Share Registrar of the Company will not preclude you from attending and voting in person at the meeting should you subsequently wish to do so. Should you subsequently decide to attend and vote in person at the meeting, you are requested to rescind your earlier appointment of proxy(ies), and notify the Share Registrar of the Company as soon as practicable.
7. For the purpose of determining a member who shall be entitled to attend this CCM, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd in accordance with Article 57 of the Company's Articles of Association and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, to issue a General Meeting Record of Depositors as at 29 December 2017. Only a depositor whose name appears on the General Meeting Record of Depositors as at 29 December 2017 shall be entitled to attend the said meeting or appoint proxies to attend and/or vote on his or its behalf.

Personal data privacy:

By lodging of a completed Form of Proxy to the Share Registrar of the Company for appointing a proxy(ies) and/or representative(s) to attend and vote in person at the CCM and any adjournment thereof, a member of the Company is hereby:

- (i) consenting to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the CCM (including any adjournment thereof) and the preparation and compilation of the attendance list, minutes and other documents relating to the CCM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**");
- (ii) warranting that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes ("**Warranty**"); and
- (iii) agreeing that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of the Warranty.

For the purposes of this paragraph, "personal data" shall have the same meaning given in section 4 of the Personal Data Protection Act 2010.