

STATUS OF MATERIAL LITIGATIONS AS AT 17 FEBRUARY 2015

Legal Action against Y&G Corporation Bhd (“Y&G”)

- (i) **ICP Marketing Sdn Bhd vs MBSB & Lee Hock Soon & Y&G
Shah Alam High Court Suit No. MT5-22-209-2002
Kuala Lumpur High Court Originating Summons No. 24NCVC-923-05/2013**

There is no further development since the previous Quarterly Report.

Status: The Court has postponed the full trial (for the Defendant’s witness to testify) originally scheduled on 29 and 30 January 2015 to 6 April 2015 and 21 May 2015.

- (ii) **Lembaga Pembangunan Perumahan dan Bandar (“LPPB”) vs Y&G
High Court of Sabah and Sarawak at Federal Territory of Labuan Suit No : LBN-
22NCVC-8/10-2013**

Since the previous Quarterly Report, LPPB had written in through their Solicitor’s letter dated 22 January 2015 requesting for some variation to certain terms contained in the Deed of Settlement.

Status: The execution of the Sale and Purchase Agreement and the Deed of Settlement are pending the ironing out of the above varied terms.

- (iii) **John & Partners Construction Sdn Bhd (“JPCSB”) vs. Y&G
Kuching High Court Originating Summons No. KCH-24-99/6-2013**

There is no further development in this case since the previous Quarterly Report.

Status: The appeal date has yet to be fixed by the Court.

STATUS OF MATERIAL LITIGATIONS AS AT 17 FEBRUARY 2015 (Cont'd)

Legal Action by Y&G Corporation Bhd ("Y&G")

- (i) **Hala Kota Development Sdn Bhd ("HKDSB") vs Institut Penyelidikan Dan Kemajuan Pertanian Malaysia ("MARDI")**
Shah Alam High Court Suit No. 22NCVC-581-12/2014

HKDSB (a wholly-owned subsidiary of Y&G) had, on 10 December 2014, served against MARDI a sealed copy of Writ of Summons and Statement of Claim, both dated 8 December 2014. HKDSB is claiming for, among others, a declaration that the termination of the KESAS Land SPA by MARDI is invalid, specific performance of the terms as contained in the KESAS Land SPA, an interim injunction to prevent MARDI from transacting with the KESAS Land until the expiry of the Case, specific compensation, general compensation to be assessed, costs and other reliefs deem fit by the Honourable Court. At the Case Management on 8 January 2015, the Plaintiff's Solicitors had informed the Court that the Defendant had filed and served its defence out of time and has yet to file its Affidavit in Reply (in respect of HKDSB's application for an injunction). The Defendant's Solicitors had informed that they filed an application for an extension of time in respect of the defence and Affidavit in Reply ("**Defendant's Application**") in which the Plaintiff's Solicitors would be objecting as informed to the Court. The Court had fixed the hearing date on 12 February 2015 for both the Defendant's Application and HKDSB's application for an injunction and gave the directions in respect of filing of affidavits and written submission in respect of the Defendant's Application, i) the Plaintiff to file Affidavit in Reply on or before 15 January 2015; ii) the Defendant to file Affidavit in Reply on or before 22 January 2015; and iii) both parties to file written submission on 29 January 2015, the date of which was also fixed for Case Management. Both parties are also required to file their written submission for the injunction hearing on 29 January 2015. At the Case Management on 29 January 2015, the Court had fixed the Case for mention on 4 February 2015 for both parties to record the consent order in respect of HKDSB's application for an injunction. As such, the hearing date for the said application for injunction on 12 February 2015 had been vacated.

Status: At the mention date on 4 February 2015, both parties had consented to the Plaintiff's application for an injunction (now still pending extraction of the sealed Consent Order). The Court had also directed the Plaintiff to file its Reply to Defence within two (2) weeks from 4 February and fixed the matter for further Case Management on 25 February 2015 (to fix the trial dates and directions for filing of bundle of documents).