

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

Bursa Malaysia Securities Berhad ("**Bursa Securities**") takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.

This Circular has been reviewed by M&A Securities Sdn Bhd, who is the Sponsor and Adviser to Solarvest Holdings Berhad ("**Solarvest**" or the "**Company**") for the Proposed ESOS (as defined herein).

SOLARVEST 

SOLARVEST HOLDINGS BERHAD

(Registration No. 201701033607 (1247778-U))

(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES OF SOLARVEST (EXCLUDING TREASURY SHARES, IF ANY) FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF SOLARVEST AND ITS SUBSIDIARIES

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Adviser



M&A SECURITIES SDN BHD (197301001503 (15017-H))

(A Wholly-Owned Subsidiary of Insas Berhad)

(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting ("**EGM**") of Solarvest will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting facilities via TIIH Online website at <https://tiah.online> from the broadcast venue at Tricor Business Centre, Manuka 2 & 3 Meeting Room, Unit 29-01, Level 29, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia, on Monday, 28 September 2020, 11.00 a.m. or immediately after the conclusion of the Company's Third Annual General Meeting, whichever is later. The Notice of EGM and the Proxy Form are enclosed together with this Circular.

A member entitled to attend, participate and vote remotely at the EGM is entitled to appoint not more than two (2) proxies to attend, participate and vote remotely on his/her behalf. In such event, the completed and signed Proxy Form should be lodged at the Share Registrar's office at Tricor Investors & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No.8, Jalan Kerinchi, 59200 Kuala Lumpur, or at the Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. The lodging of the Proxy Form shall not preclude you from attending, participating and voting remotely in person at the EGM using the Remote Participation and Voting facilities, should you subsequently wish to do so.

Date and time of the EGM : Monday, 28 September 2020, 11.00 a.m. or immediately after the conclusion of the Company's Third Annual General Meeting, whichever is later

Last date and time for lodging the Proxy Form for the EGM : Saturday, 26 September 2020, 11.00 a.m.

This Circular is dated 11 September 2020

DEFINITIONS

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

"5D-VWAMP"	: 5 days volume weighted average market price
"ACE Market"	: ACE Market of Bursa Securities
"Act"	: The Companies Act, 2016, as amended from time to time, and any re-enactments thereof
"Board"	: Board of Directors of Solarvest
"Bursa Depository"	: Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
"Bursa Securities"	: Bursa Malaysia Securities Berhad (200301033577 (635998-W))
"By-Laws"	: The by-laws governing the Proposed ESOS, the draft of which is set out in Appendix I of this Circular
"Circular"	: This circular to shareholders of Solarvest dated 11 September 2020
"CDS Account"	: Securities account maintained through the central depository system operated by Bursa Depository
"EGM"	: Extraordinary general meeting
"Eligible Employee(s)"	: A natural person who is an employee including the Executive Directors and Non-Executive Directors of Solarvest Group who meet the criteria of eligibility for participation in the Proposed ESOS
"EPS"	: Earnings per share
"ESOS"	: Employees' share option scheme
"ESOS Committee"	: A committee comprising the Board, senior management personnel and other persons to be appointed from time to time by the Board to administer the Proposed ESOS
"ESOS Options" or "Options"	: The right of an Eligible Employee to subscribe for new Solarvest Shares at the Exercise Price pursuant to the Offer accepted by the Eligible Employee in accordance with the By-Laws
"Exercise Price"	: The price at which an Eligible Employee is entitled to subscribe for new Solarvest Shares upon the exercise of the ESOS Options granted under the Proposed ESOS
"FYE"	: Financial year ended/ending 31 March, as the case may be
"Listing Requirements"	: ACE Market Listing Requirements of Bursa Securities
"LPD"	: 31 August 2020, being the latest practicable date prior to the printing of this Circular
"M&A Securities"	: M&A Securities Sdn Bhd (197301001503 (15017-H))
"MFRS 2"	: Malaysian Financial Reporting Standard 2 relating to share-based payment

DEFINITIONS (cont'd)

"NA"	: Net asset(s)
"Offer"	: A written offer made by the ESOS Committee from time to time to Eligible Employees to participate in the Proposed ESOS in the manner indicated in the By-Laws
"Offer Period"	: The period of validity of an Offer as prescribed in the By-Laws
"Proposed ESOS"	: The proposed establishment of an ESOS of up to 15% of the total issued share capital of Solarvest (excluding treasury shares, if any) for the benefit of Eligible Employees to subscribe for Solarvest Shares according to the terms set out in the By-Laws
"Proposed Granting of ESOS Options"	: Collectively, the proposed granting of the ESOS Options to directors, major shareholders or chief executive of Solarvest, and persons connected with them
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"Solarvest" or "Company"	: Solarvest Holdings Berhad (201701033607 (1247778-U))
"Solarvest Group" or "Group"	: Solarvest and its subsidiaries, collectively
"Solarvest Share(s)" or "Share(s)"	: Ordinary share(s) in Solarvest

For the purpose of this Circular, all references to a time of day shall be a reference to Malaysian time unless otherwise stated.

In this Circular, words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and vice versa. References to persons shall, where applicable, include corporations.

Certain figures included in this Circular have been subject to rounding adjustments.

References to "we", "us", "our" and "ourselves" are to our Company save where the context otherwise requires, our subsidiaries and to "you" or "your" are to the shareholders of Solarvest.

TABLE OF CONTENTS

PAGE**LETTER TO THE SHAREHOLDERS OF SOLARVEST IN RELATION TO THE PROPOSED ESOS CONTAINING**

1.	INTRODUCTION.....	1
2.	DETAILS OF THE PROPOSED ESOS	2
3.	RATIONALE FOR THE PROPOSED ESOS.....	5
4.	EFFECTS OF THE PROPOSED ESOS	5
5.	OUTLOOK AND PROSPECTS.....	7
6.	APPROVALS REQUIRED	10
7.	HISTORICAL SHARE PRICES	10
8.	INTER-CONDITIONALITY.....	10
9.	ESTIMATED TIMEFRAME FOR COMPLETION	10
10.	INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND PERSONS CONNECTED WITH THEM.....	11
11.	STATEMENT AND RECOMMENDATION BY OUR BOARD	12
12.	OUTSTANDING PROPOSALS ANNOUNCED BUT PENDING COMPLETION	12
13.	EGM	12
14.	FURTHER INFORMATION.....	13

APPENDICES

I	DRAFT BY-LAWS OF THE PROPOSED ESOS.....	14
II	FURTHER INFORMATION.....	42

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



SOLARVEST HOLDINGS BERHAD
(Registration No. 201701033607 (1247778-U))
(Incorporated in Malaysia)

Registered Office:

No. 7-1, Jalan 109F, Plaza Danau 2
Taman Danau Desa
58100 Kuala Lumpur

11 September 2020

Board of Directors

Dato' Che Halin Bin Mohd Hashim (Independent Non-Executive Chairman)
Lim Chin Siu (Managing Director)
Tan Chyi Boon (Executive Director)
Chiau Haw Choon (Non-Independent Non-Executive Director)
Gan Teck Hooi (Independent Non-Executive Director)
Fong Shin Ni (Independent Non-Executive Director)

To: The Shareholders of Solarvest

Dear Sir/Madam,

PROPOSED ESOS

1. INTRODUCTION

On 13 August 2020, M&A Securities had, on behalf of the Board, announced that the Company proposes to implement the Proposed ESOS.

On 3 September 2020, M&A Securities had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 3 September 2020, granted its approval for the listing of and quotation for such new Solarvest Shares, representing up to 15% of the total issued share capital of Solarvest (excluding treasury shares, if any) to be issued pursuant to the exercise of Options under the Proposed ESOS.

The approval of Bursa Securities is subject to the following conditions:

No.	Condition	Status of compliance
(i)	M&A Securities is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESOS pursuant to Rule 6.44(1) of the Listing Requirements and stating the effective date of implementation;	To be complied
(ii)	M&A Securities is required to submit a certified true copy of the resolution passed by the shareholders in general meeting approving the Proposed ESOS; and	To be complied
(iii)	Solarvest is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESOS, as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied

THE PURPOSE OF THIS CIRCULAR TOGETHER WITH THE APPENDICES IS TO PROVIDE YOU WITH THE RELEVANT DETAILS OF THE PROPOSED ESOS AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS TO BE TABLED AT THE FORTHCOMING EGM.

SHAREHOLDERS OF SOLARVEST ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSED ESOS TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED ESOS

The Proposed ESOS involves the granting of options to subscribe for new Solarvest Shares to the Eligible Employees, who meet the criteria of eligibility for participation in the Proposed ESOS as set out in the By-Laws. The grant of the ESOS Options to the Eligible Employees shall be subject to such participation in the Proposed ESOS not contravening any foreign laws, regulatory requirements, and/or administrative constraints in the respective countries where Solarvest Group operates.

The Proposed ESOS will be administered by ESOS Committee.

The salient features of the Proposed ESOS are as follows:

2.1 Maximum number of new Solarvest Shares available under the Proposed ESOS

The maximum number of new Solarvest Shares which may be allotted and issued pursuant to the exercise of ESOS Options under the Proposed ESOS shall not exceed in aggregate 15% of the total number of issued shares of the Company (excluding treasury shares) at any point in time over the duration of the Proposed ESOS as set out in Section 2.4.

2.2 Maximum allowable allocation and basis of allotment

The aggregate number of new Solarvest Shares that may be offered under the ESOS Options and allotted and issued to an Eligible Employee shall be at the sole and absolute discretion of the ESOS Committee after taking into consideration, among other factors, the Eligible Employee's length of service, seniority, performance appraisal, past and future contributions, subject to the following:

- (i) the Executive Directors, Non-Executive Directors and senior management of Solarvest Group do not participate in the deliberation or discussion of their own allocation of ESOS Options as well as allocations to persons connected with them;
- (ii) not more than 10% of the total new Solarvest Shares available under the Proposed ESOS are allocated to any Eligible Employee who, either singly or collectively through persons connected with him, holds 20% or more of the total number of issued shares of Solarvest. The term "persons connected" shall have the same meaning as that in the Listing Requirements; and
- (iii) no allocation of more than 70% of the total ESOS Options shall be made in aggregate to the Directors and/or senior management of Solarvest Group,

provided always that such allocation is in accordance with any prevailing guidelines issued by Bursa Securities, the Listing Requirements or any other relevant authorities as amended from time to time.

The ESOS Committee shall at its sole and absolute discretion determine whether the granting of the Options to the Eligible Employees will be based on staggered granting over the duration of the Proposed ESOS or in one (1) single grant.

The ESOS Committee shall also have the discretion to determine whether the ESOS Options are subject to any vesting period and if so, the vesting conditions, which may include, among others, the achievement of relevant service objectives and specific performance targets of the Eligible Employee and/or Solarvest Group as measured by both qualitative and quantitative key performance indicators including financial and nonfinancial performance measures as to be determined by the ESOS Committee during the duration of the Proposed ESOS.

2.3 Eligibility

Only Eligible Employees who meet the following criteria are eligible to participate in the Proposed ESOS:

- (i) the full time employee, Executive Director or Non-Executive Director has attained the age of 18 years and is not an undischarged bankrupt;
- (ii) the full time employee or Executive Director of Solarvest Group (excluding dormant subsidiaries) and his employment has been confirmed. For the avoidance of doubt, to determine the period of employment of an employee of a subsidiary of Solarvest, the said employee's period of employment in the Group shall be the date on which such company became a subsidiary of Solarvest, or the date on which the employee was confirmed, whichever is later; and
- (iii) the fulfilment of any other eligibility criteria as may be set by the Board/ESOS Committee at any time and from time to time at its absolute discretion.

The Directors are eligible to participate in the Proposed ESOS, provided such entitlement under the Proposed ESOS is approved by shareholders at a general meeting.

However, eligibility does not confer an Eligible Employee a claim or right to participate in or any rights whatsoever under the Proposed ESOS and an Eligible Employee does not acquire or have any rights over or in connection with the ESOS Option(s) or the new Solarvest Shares comprised in the Proposed ESOS unless the ESOS Committee has made an Offer and the Eligible Employee has accepted the Offer in accordance with the terms of the Offer and the By-Laws. The selection of any Eligible Employee to participate in the Proposed ESOS shall be at the discretion of the ESOS Committee whose decision shall be final and binding.

2.4 Duration

The Proposed ESOS, when implemented, shall take effect on a date of full compliance with the relevant requirements under the Listing Requirements ("**Effective Date**") and shall continue to be in force for a period of 5 years from the Effective Date.

On or before the expiry of the Effective Date, the ESOS Committee shall have the absolute discretion to extend in writing the ESOS Period (as the ESOS Committee may deem fit) for up to another 5 years immediately from the expiry of the first 5 years provided always that the total duration of the Proposed ESOS shall not in aggregate exceed 10 years from the Effective Date. Such extension, if any shall not be subject to the approval of the shareholders.

2.5 Basis of determining the Exercise Price

Subject to any adjustments made under the By-Laws and pursuant to the Listing Requirements, the Exercise Price shall be based on the 5D-VWAMP of Solarvest Shares immediately preceding the date on which an Offer is made by the ESOS Committee in writing ("**Date of Offer**"). The exercise price shall not be at a discount of more than 10% to the 5D-VWAMP of Solarvest Shares preceding the Date of Offer, or such other percentage of discount as may be permitted by Bursa Securities and/or any other relevant authorities from time to time during the duration of the Proposed ESOS.

2.6 Ranking of new Solarvest Shares

The Eligible Employees who have accepted an Offer ("**Participants**") will not be entitled to any voting right or participation in any form of distribution and/or offer of further securities in the Company until and unless such Participants exercise their ESOS Options into new Solarvest Shares.

The new Solarvest Shares to be issued arising from the exercise of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the existing Solarvest Shares, except that the new Solarvest Shares will not be entitled to any dividends, rights, allotment and/or other forms of distribution that may be declared, made or paid to shareholders, the entitlement date of which is prior to the date of allotment of the new Solarvest Shares.

2.7 Retention period

The Shares allotted and issued or transferred pursuant to the exercise of ESOS Options under the Proposed ESOS may be subjected to such retention period or restriction on transfer as may be imposed by the ESOS Committee, save as otherwise provided in the Constitution of Solarvest, the Listing Requirements or unless the ESOS Committee stipulates otherwise in the Offer.

A Participant who is a Non-Executive Director of Solarvest Group must not sell, transfer or assign any new Solarvest Shares obtained through the exercise of the ESOS Options offered to him pursuant to the Proposed ESOS within one (1) year from the Date of Offer.

2.8 Listing of the new Solarvest Shares arising from the Proposed ESOS

Bursa Securities had on 3 September 2020 approved the listing of and quotation for the new Solarvest Shares to be issued arising from the exercise of ESOS Options on the ACE Market of Bursa Securities.

2.9 Termination of the ESOS

Subject to compliance with the requirements of Bursa Securities and any other regulatory authorities' requirements, guidelines or directives, the Proposed ESOS may be terminated at any time by the ESOS Committee during the ESOS Period or during any extension or renewal period, as the case may be, without obtaining the approvals from the Participants and/or Company's shareholders whereupon any ESOS Options which have yet to be vested and/or exercised (whether fully or partially) shall be deemed to have been terminated and cancelled and be null and void on the date specified in the notice.

2.10 Utilisation of proceeds

The actual amount of proceeds to be raised from the Proposed ESOS will depend on the number of ESOS Options granted and exercised at the relevant point of time and the Exercise Price payable upon the exercise of the ESOS Options.

The proceeds arising from the exercise of the ESOS Options will be utilised for the working capital requirements of Solarvest Group, as and when received, within the tenure of the ESOS Period. As such, the exact timeframe for utilisation of the proceeds cannot be determined at this juncture.

The proceeds for working capital will be utilised to finance the Group's day-to-day operational expenses which may include, but not limited to, staff costs (mainly salaries, statutory contributions and allowances), payment to trade creditors and general expenses such as utilities, maintenance expenses and office supplies. Notwithstanding the foregoing, the detailed allocation to each component of the working capital cannot be determined at this juncture as there is no certainty in the timing and amount to be raised from the exercise of the ESOS Options.

The estimated expenses for the Proposed ESOS amounts to approximately RM150,000, which will be funded from internally generated funds of Solarvest Group.

3. RATIONALE FOR THE PROPOSED ESOS

The Proposed ESOS primarily serves to align the interests of the Eligible Employees to the corporate goals of Solarvest. The Proposed ESOS will provide the Eligible Employees with an opportunity to have equity participation in the Company and help achieve the positive objectives as set out below:

- (i) To recognise the contribution of the Eligible Employees whose services are valued and considered vital to the operations and continued growth of Solarvest Group;
- (ii) To reward the Eligible Employees by allowing them to participate in the Group's profitability and eventually realise any potential capital gains arising from possible appreciation in the value of Solarvest Shares, upon exercising of the ESOS Options;
- (iii) To motivate the Eligible Employees towards improved performance through greater productivity and loyalty; and
- (iv) To inculcate a greater sense of belonging and dedication as the Eligible Employees are given the opportunity to participate directly in the equity of the Company.

The Proposed ESOS is also extended to the Non-Executive Directors in recognition of their contribution to the Company and to enable them to participate in the Company's future growth. In addition, it will also enable the Company to attract capable individuals to act as Non-Executive Director of the Company.

4. EFFECTS OF THE PROPOSED ESOS

4.1 Share capital

The Proposed ESOS will not have an immediate effect on the share capital of Solarvest until such time when the ESOS Options to be granted under the Proposed ESOS are exercised. The share capital of Solarvest will increase progressively as and when new Solarvest Shares are issued arising from the exercise of ESOS Options.

For illustration purposes, the pro forma effect of the Proposed ESOS on the share capital of Solarvest is as follows:

	No. of shares	Share capital (RM'000)
Share capital as at LPD	390,623,655	59,842
To be issued pursuant to the proposed private placement ⁽¹⁾	78,124,731	⁽¹⁾ 101,562
	468,748,386	161,404
To be issued assuming full exercise of ESOS Options for illustrative purposes	70,312,257	⁽²⁾ 91,406
After full exercise of ESOS Options	539,060,643	252,810

Notes:

- (1) The Company announced on 13 August 2020 its intention to undertake a proposed private placement of up to 20% of its issued and paid-up share capital. The indicative issue price for the placement shares is RM1.30, being not more than 10% discount from the 5D-VWAMP of Solarvest Shares up to 12 August 2020 of RM1.3115.
- (2) Based on the indicative Exercise Price of RM1.30, being not more than 10% discount from the 5D-VWAMP of Solarvest Shares up to 12 August 2020 of RM1.3115.

4.2 Earnings and EPS

The Proposed ESOS is not expected to have any immediate effect on the EPS of the Group until such time when the ESOS Options are granted and exercised. However, the EPS of the Group in the future may be diluted, depending on the number and timing of Options granted and exercised. Any other potential effect on the EPS of Solarvest Group in the future would depend on the number of ESOS Options granted and exercised, and the Exercise Price payable upon exercise of the ESOS Options, as well as the impact of MFRS 2.

Under MFRS 2, the cost arising from the issuance of the ESOS Options is measured by the fair value of the ESOS Options which is expected to vest at each Date of Offer and is recognised as an expense in the statement of comprehensive income, thereby reducing the earnings of Solarvest Group. The fair value of the ESOS Options is determined after taking into consideration, among others, the historical volatility of Solarvest Shares, the risk-free rate, the Exercise Price payable upon exercise of the ESOS Options and the time to maturity of the ESOS Options from the vesting date of the ESOS Options. As such, the potential effect of the recognition of the said cost on the EPS of the Company cannot be determined at this juncture. However, such expense recognised does not represent a cash outflow as it is merely an accounting treatment.

Our Board has taken note of the potential impact of MFRS 2 on the future earnings of Solarvest and will take proactive measures to manage the impact of the allocation and granting of ESOS Options on the earnings of Solarvest.

4.3 NA, NA per Share and Gearing

The Proposed ESOS is not expected to have an immediate effect on the NA per Solarvest Share and gearing of Solarvest until such time when the ESOS Options are exercised. The effects on the NA per Solarvest Share and gearing of Solarvest will depend on, among others, the Exercise Price of the ESOS Options, the number of new Solarvest Shares to be issued arising from the exercise of the ESOS Options and the potential impact arising from the adoption of the MFRS 2.

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

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

at such point of exercise.

4.4 Substantial shareholders' shareholdings

The Proposed ESOS is not expected to have an immediate effect on the substantial shareholders' shareholdings in Solarvest until such time when the ESOS Options to be granted under the Proposed ESOS are exercised. Any potential effect on the substantial shareholders' shareholdings in Solarvest will depend on the number of ESOS Options granted and new Solarvest Shares to be issued arising from the exercise of the ESOS Options at any point in time.

4.5 Convertible securities

As at LPD, the Company does not have any outstanding convertible securities in issue.

5. OUTLOOK AND PROSPECTS

5.1 Outlook of the Malaysian economy

The global economy and global trade expanded by 2.9% and 1.0%, respectively in 2019 (2018: 3.6% and 3.7%, respectively), amid protracted and unresolved trade tensions which exacerbated the cyclical downturn in global manufacturing and investment activities. Heightened risk aversion in financial markets led to sustained demand for safe haven assets, exchange rate volatility as well as capital flow reversals from emerging market economies (EMEs). Amid this challenging global economic environment and domestic supply disruptions, the Malaysian economy expanded by 4.3% in 2019, supported by resilient private sector spending.

Against this highly challenging global economic outlook, Malaysia's gross domestic product growth is projected to be between -2.0% to 0.5% in 2020 (2019: 4.3%). The domestic economy will be impacted by the necessary global and domestic actions taken to contain the Covid-19 outbreak.

(Source: Economic and Monetary Review 2019, 3 April 2020, Bank Negara Malaysia)

The Malaysian economy moderated sharply to 0.7% in the first quarter of 2020 (4Q 2019: 3.6%). On the supply side, the services and manufacturing sectors moderated while the other sectors contracted. In terms of expenditure, external demand and investments declined, while private consumption growth moderated. On a quarter-on-quarter seasonally-adjusted basis, the economy contracted by 2.0%.

The moderation reflected the impact of measures taken both globally and domestically to contain the spread of the Covid-19 pandemic. Domestically, it mainly reflected the implementation of the Movement Control Order ("**MCO**"). After a steady expansion in the first two months of the quarter, economic activity came to a sharp downshift with the implementation of the MCO on 18 March 2020. Movement restrictions including international and domestic travel restriction, limited work and operating hours and mandatory social distancing significantly curtailed economic activity. Production was only permitted for essential goods and services and the industries integral to their supply chains. Labour-intensive and consumer-oriented sectors were also impacted.

The economic stimulus measures implemented by the Government will provide sizeable assistance to households and businesses. This is further augmented by Bank Negara Malaysia's ("**BNM**") broad array of measures, including reductions in the overnight policy rates and statutory reserve rates, deferment of loan and financing repayments for a period of six months for individual and small medium enterprise ("**SME**") borrowers, daily market operations to ensure ample liquidity, and enhancements to existing financing facilities under BNM's Fund for SMEs. BNM has also allowed banks to utilise their regulatory buffers to further ensure continued financial intermediation.

The global and Malaysian economic outlook for 2020 will be significantly impacted by the Covid-19 pandemic as strict measures to contain the spread of the pandemic, will weigh considerably on both external demand and domestic growth.

The Malaysian economy is expected to contract in the second quarter. This reflects the longer duration of containment measures both globally and domestically. As these containment measures are eased and the domestic MCO is lifted, economic activity is expected to gradually improve in second half of 2020. The sizable fiscal, monetary and financial measures and progress in transport-related public infrastructure projects will provide further support to growth in second half of 2020. In line with the projected improvement in global growth, the Malaysian economy is expected to register a positive recovery in 2021.

(Source: Press release "Economic and Financial Developments in the Malaysian Economy in the First Quarter of 2020", 13 May 2020, Bank Negara Malaysia)

5.2 Outlook of the solar photovoltaic ("PV") sector

According to International Renewable Energy Agency ("**IRENA**"), the market size of the solar PV industry in Malaysia, measured in terms of total installed capacity, stood at estimated of 536 megawatts in 2018, and increased to estimated of 882 megawatts in 2019.

(Source: Renewable Capacity Statistics 2020, IRENA, www.irena.org)

As Malaysia pursues its sustainable development agenda as stipulated by the United Nations, Malaysia's commitment to the energy transition agenda has been recognised globally. The Energy Transition Index 2019, published by the World Economic Forum, placed Malaysia at the 38th placing among 115 countries being reviewed. Among the developing and emerging Asia region, Malaysia is ranked the highest. As part of the Association of Southeast Asian Nations ("**ASEAN**") block, Malaysia is committed in its contribution to the renewable energy targets set by ASEAN. Sustainability Energy Development Authority Malaysia ("**SEDA**") presently chairs the ASEAN Renewable Energy Sub-Sector Network in promoting further deployment of renewable energy in the ASEAN region via the ASEAN Plan of Action for Energy Cooperation.

Solar as renewable energy resource has a great potential in Malaysia. Malaysia's geographical location and the availability of sunshine throughout the year make economic sense to continue to nurture the solar PV sector as one of the renewable energy resources in the country. Out of the many available renewable energy resources like biogas, biomass and hydro, solar may have the biggest advantage in Malaysia.

It is clean and easier to install. That Malaysia at present, have 4.1 million buildings with solar PV rooftop potential tips the scale in favour of solar further. As property development sector prospers, more of such real estate will be available for rooftop solar PV installations.

As such, SEDA will continue with its promotional and awareness campaigns on Net Energy Metering ("**NEM**") to attract more Malaysians to be participants. Dialogue sessions are also frequently organised by SEDA to further promote awareness on NEM among the stakeholders. Plans are in the pipeline to use the mainstream media as a platform to embark upon an integrated NEM awareness campaign.

(Source: Chairman Message, Sustainable Energy Malaysia, Volume 4 Issue 9, August 2020, published by SEDA)

The Ministry of Energy and Natural Resources via the Energy Commission has opened a competitive bidding process for Large Scale Solar ("**LSS**") programme by Malaysia Electricity Industry to Attract Renewable Energy Investment ("**LSS@MenTARI**") which started on 31 May 2020.

Under LSS@MenTARI, some 1,000 megawatts ("**MW**") of solar quota is offered through the bidding process, and is open to fully-owned local companies or with at least 75 percent local shareholding for companies listed on Bursa Securities.

The quota offered under LSS@MenTARI is the biggest under the LSS programme - during LSS-1 some 370MW solar were offered, LSS-2 (520MW), and for LSS-3 (500MW). These moves are aimed at reviving as well as stimulating the economy that is affected by the Covid-19 pandemic.

The LSS@MenTARI is aimed to accelerate the development of the nation's electricity supply industry especially for renewable energy.

The Ministry of Energy and Natural Resources had set the maximum bidding capacity from each developer at 50MW compared with 100MW previously to give more opportunities for industry players to participate in the bidding process. The Ministry of Energy and Natural Resources expects the LSS@MenTARI programme to attract investments totalling RM4 billion and generate 12,000 job opportunities as 1MW of solar can create 12 jobs.

The power plants under the LSS@MenTARI programme are expected to start operating latest by 31 December 2023, as the development of each plant would take up to 18 months.

(Source: Article "Ministry to offer 1,000MW solar quota under LSS@MenTARI programme", 28 May 2020, <https://www.mida.gov.my/home/10479/news/ministry-to-offer-1-000mw-solar-quota-under-lss@mentari-programme/>)

5.3 Prospects of the Group

Despite the Covid-19 pandemic, the Malaysian Government remained committed to support the growth of the solar industry. With the launch of LSS@MenTARI as mentioned above, the Group is looking forward in securing more projects.

The Group is an established turnkey engineering, procurement, construction and commissioning contractor ("**EPCC**") for the residential, commercial and industrial solar PV systems. The Group is also an experienced turnkey EPCC for LSS projects, as such, the Group believes that it is in a good position to secure turnkey contracts for LSS projects of higher values, in line with the Malaysian Government's initiative to increase local participation in the solar PV industry.

Since its inception, the Group has been operating in the Northern and Central Region of Malaysia. The Group is also focused on expanding geographically. The Group has ventured into the Southern Region of Peninsular Malaysia and has secured EPCC contracts for commercial and industrial projects throughout Johor. The Group has also secured its maiden overseas project in Philippines in 2020. Given the positive outlook of the solar industry coupled with the Group's expansion strategies, the Group is confident of achieving business growth and increase in revenue, which will contribute positively to its earnings.

(Source: Management of Solarvest)

6. APPROVALS REQUIRED

The Proposed ESOS is subject to the following being obtained:

- (i) the approval of Bursa Securities for the listing of and quotation for the new Solarvest Shares to be issued arising from the exercise of the ESOS Options on the ACE Market, which has been obtained;
- (ii) the approval of the shareholders of Solarvest at the forthcoming EGM to be convened; and
- (iii) the approval of other relevant authorities, if required.

7. HISTORICAL SHARE PRICES

The monthly highest and lowest prices of Solarvest Shares as traded on Bursa Securities since its listing on 26 November 2019, for the period of 9 months up to the LPD are set out below:

	<u>High</u> <u>(RM)</u>	<u>Low</u> <u>(RM)</u>
2019		
November	0.850	0.595
December	0.925	0.735
2020		
January	0.850	0.660
February	1.410	0.710
March	1.180	0.510
April	1.030	0.710
May	1.300	0.905
June	1.630	1.140
July	1.610	1.260
August	1.390	1.100

The last transacted price of Solarvest Shares on 12 August 2020, before the day of the announcement of Proposed ESOS was RM1.21.

The last transacted price of Solarvest Shares as at the LPD, was RM1.15.

(Source: Bloomberg)

8. INTER-CONDITIONALITY

The Proposed ESOS is not conditional upon any other corporate proposals of the Company.

9. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to receipt of all relevant approvals, the Proposed ESOS is expected to be completed during the second half of 2020.

10. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND PERSONS CONNECTED WITH THEM

All our Directors and chief executive are entitled to participate in the Proposed ESOS and are therefore deemed interested in the Proposed ESOS to the extent of their respective allocations under the Proposed ESOS. Notwithstanding that, all Directors have deliberated and voted on the Proposed ESOS as a whole at the relevant Board meetings, and have agreed to present the Proposed ESOS to shareholders for their consideration and approval.

All Directors have abstained and will continue to abstain from deliberating and voting on the resolutions pertaining to their respective allocations, and allocations to persons connected with them under the Proposed ESOS at the relevant Board meetings.

All Directors, major shareholders and chief executive will also abstain from voting in respect of their direct and/or indirect shareholdings in Solarvest, if any, on resolutions pertaining to their respective allocations and allocations to persons connected with them under the Proposed ESOS to be tabled at the forthcoming EGM.

All Directors, major shareholders and chief executive have undertaken to ensure that persons connected with them, if any, will abstain from voting in respect of their direct and/or indirect shareholdings in Solarvest, if any, on the resolutions pertaining to their respective allocations and allocations to persons connected with them under the Proposed ESOS to be tabled at the forthcoming EGM.

The direct and indirect shareholdings of the Directors, major shareholders and chief executive of Solarvest and persons connected with them as at the LPD are as follows:

Name	Direct		Indirect	
	No. of shares	%	No. of shares	%
Directors				
Dato' Che Halin Bin Mohd Hashim	100,000	0.03	-	-
Lim Chin Siu	5,000,000	1.28	⁽¹⁾ 150,487,655	38.52
Tan Chyi Boon	5,000,000	1.28	⁽¹⁾ 150,487,655	38.52
Chiau Haw Choon	-	-	⁽²⁾ 106,308,000	27.21
Gan Teck Hooi	-	-	-	-
Fong Shin Ni	30,000	0.01	-	-
Major shareholders				
Atlantic Blue Holdings Sdn Bhd ("AB Holdings")	150,487,655	38.52	-	-
Chin Hin Group Berhad	106,308,000	27.21	-	-
Chief Executive				
Chong Chun Shiong ⁽³⁾	-	-	-	-
Persons connected with the Directors, major shareholders and/or chief executive				
Divine Inventions Sdn Bhd	-	-	⁽⁴⁾ 106,308,000	27.21
PP Chin Hin Realty Sdn Bhd	-	-	⁽⁵⁾ 106,308,000	27.21
Datuk Seri Chiau Beng Teik ⁽⁶⁾	5,000,000	1.28	⁽²⁾ 106,308,000	27.21
Tan Paw Boon ⁽⁷⁾	-	-	-	-
Tan Qi Jie ⁽⁷⁾	255,800	0.07	-	-

Notes:

(1) Deemed interest by virtue of his interest in AB Holdings pursuant to Section 8 of the Act.

(2) Deemed interest by virtue of his interest in PP Chin Hin Realty Sdn Bhd pursuant to Section 8 of the Act.

- (3) Chong Chun Shiong is the Group Chief Executive Officer. He is also a director and a substantial shareholder of AB Holdings.
- (4) Deemed interest by virtue of its interest in Chin Hin Group Berhad pursuant to Section 8 of the Act.
- (5) Deemed interest by virtue of its interest in Divine Inventions Sdn Bhd pursuant to Section 8 of the Act.
- (6) Datuk Seri Chiau Beng Teik is the father of Chiau Haw Choon.
- (7) Tan Paw Boon, Tan Qi Jie and Tan Chyi Boon are siblings. Tan Paw Boon is also a director and a substantial shareholder of AB Holdings.

Save as disclosed above, none of our Directors, major shareholders, chief executive and/or persons connected with them have interest, direct or indirect, in the Proposed ESOS.

11. STATEMENT AND RECOMMENDATION BY OUR BOARD

Our Board, having considered amongst others, the rationale, terms, conditions and effects of the Proposed ESOS, is of the opinion that the Proposed ESOS is in the best interest of Solarvest. Accordingly, the Board recommends that you **VOTE IN FAVOUR** of the resolutions pertaining to the Proposed ESOS to be tabled at the forthcoming EGM.

In respect of the Proposed Granting of ESOS Options, all our Directors have abstained from giving any opinion or recommendation on their respective entitlements and the entitlements to the person(s) connected with them, if any. Where the resolutions are not related to their respective allocations or to the person(s) connected with them, our Directors after having considered all aspects of the Proposed Granting of ESOS Options, are of the view that the Proposed Granting of ESOS Options is in the best interests of our Group and recommend that you **VOTE IN FAVOUR** of the resolutions pertaining to the Proposed Granting of ESOS Options to be tabled at our forthcoming EGM.

12. OUTSTANDING PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the proposed private placement announced on 13 August 2020, proposed transfer to the Main Market of Bursa Securities as announced on 1 September 2020, as well as the Proposed ESOS which is the subject matter of this Circular, our Board confirms that there is no other outstanding corporate proposal announced by our Company to Bursa Securities, the implementation of which is still pending. As at LPD, the applications for the proposed private placement and the proposed transfer to the Main Market of Bursa Securities have yet to be submitted to the authorities.

13. EGM

The EGM, the Notice of which is enclosed with this Circular, will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("**RPV**") facilities via TIIH Online website at <https://tiih.online> from the broadcast venue at Tricor Business Centre, Manuka 2 & 3 Meeting Room, Unit 29-01, Level 29, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia on Monday, 28 September 2020, 11.00 a.m. or immediately after the conclusion of the Company's Third Annual General Meeting, whichever is later, for the purpose of considering the Proposed ESOS contained herein and if thought fit, passing the resolutions so as to give effect to the Proposed ESOS.

You may complete and return the enclosed Proxy Form in accordance with the instructions printed thereon as soon as possible and in any event, to arrive at the office of the Share Registrar at Tricor Investors & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, or at the Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, not less than forty eight (48) hours before the date and time stipulated for the EGM, or any adjournment thereof. The lodging of the Proxy Form does not preclude you from attending the EGM and voting in person should you subsequently decide to do so.

14. FURTHER INFORMATION

Please refer to the attached appendices for further information.

Yours faithfully,
For and on behalf of the Board of
SOLARVEST HOLDINGS BERHAD

LIM CHIN SIU
Managing Director

**SOLARVEST HOLDINGS BERHAD (201701033607 (1247778-U))
BY-LAWS OF THE EMPLOYEES' SHARE OPTION SCHEME ("ESOS") FOR ELIGIBLE
EMPLOYEES AND DIRECTORS OF SOLARVEST HOLDINGS BERHAD AND ITS
SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES)**

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these By-Laws, except where the context otherwise requires, the following expressions shall have the following meanings:-

"Adviser"	:	A corporate finance adviser that may act as a principal adviser under the Securities Commission Malaysia's Principal Adviser Guidelines (as amended from time to time)
"Board"	:	The board of directors of Solarvest (as defined herein)
"Bursa Depository"	:	Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
"Bursa Securities"	:	Bursa Malaysia Securities Berhad (200301033577 (635998-W))
"By-Laws"	:	By-Laws governing the Scheme as amended, modified and/or supplemented from time to time
"CDS"	:	The Central Depository System governed under SICDA
"CDS Account"	:	The account established by Bursa Depository for a depositor for the recording of deposit and withdrawal of securities and dealings in such securities by that depositor
"Companies Act"	:	Companies Act, 2016, and any amendments made thereto from time to time and includes any re-enactment thereof

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

- “Director” : Shall have the same meaning as given in Section 2(1) of the Capital Markets and Services Act 2007 and being a natural person that:
- (i) occupies or acts in the position of director;
 - (ii) is in accordance with whose directions or instructions the directors of a corporation are accustomed to act; or
 - (iii) is an alternate or substitute director, in Solarvest Group
- “Disciplinary Actions” : Actions instituted by Solarvest or its Subsidiaries against a Participant in writing for any alleged misbehaviour, misconduct and/or any other act of the Participant deemed to be unacceptable in the course of that Participant’s employment, whether or not such actions may give rise to a dismissal or termination of the employment contract and/or contract of service of such Participant
- “Effective Date” : The date on which this Scheme takes effect being the date on which the last of the approvals and/or conditions referred to in By-Law 6.1 have been obtained and/or complied with and shall be determined by the ESOS Committee
- “Eligible Employees” : Employees or Directors of the companies within Solarvest Group who fulfill the conditions of eligibility as stipulated in By-Law 4
- “Employees” : Employees of companies within Solarvest Group
- “ESOS Committee” : The committee comprising Director(s) and/or senior management of the Group to be approved by the Board pursuant to By-Law 20 to implement and administer the Scheme in accordance with these By-Laws
- “ESOS Option” : The right granted to the Selected Employee to exercise and receive a number of Shares at the Exercise Price, subject to the terms and conditions of these By-Laws
- “Exercise Price” : The price which a Participant is required to pay to be entitled to receive each Solarvest Share pursuant to the exercise of ESOS Option
- “Listing Requirements” : The listing requirement of Bursa Securities including any amendments thereto that may be made from time to time
- “Market Day” : Any day between Monday and Friday, both days inclusive, which is a trading day on Bursa Securities
- “Maximum Allowable Allocation” : The maximum number of ESOS Options that can be offered and allocated in accordance with the provisions of By-Law 5 to a Selected Employee to participate in the Scheme

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

“Maximum ESOS Options”	:	The maximum number of Solarvest Shares to be allotted and issued and/or transferred pursuant to the ESOS Options granted under the Scheme which shall not exceed fifteen percent (15%) of the total number of issued shares of Solarvest (excluding treasury shares, if any) at any point in time during the duration of the Scheme
“Offer”	:	An offer made in writing by the ESOS Committee to a Selected Employee pursuant to By-Law 8
“Offer Date”	:	The date on which an Offer is made or deemed made by the ESOS Committee to a Selected Employee which shall be the date the Offer is served in accordance with By-Law 33
“Offer Period”	:	The period of thirty (30) days from the Offer Date or such other period as may be determined by the ESOS Committee having regard to the Terms of Reference and specified in the Offer during which an Offer may be accepted
“Option Period”	:	The period commencing from the date of acceptance of the Offer and expiring on the last day of the Scheme Period or upon the date of termination of the Scheme, whichever is earlier, or such other period as specified by the ESOS Committee in the Offer
“Participant(s)”	:	Selected Employee who have duly accepted the Offer in accordance with the By-Laws
“RM” and “sen”	:	Ringgit Malaysia and sen respectively, the lawful currency of Malaysia
“Scheme” or “ESOS”	:	The employees’ share option scheme for the granting of the ESOS Option to the Selected Employees which will upon their acceptance thereof entitles them to subscribe for new Shares in Solarvest in accordance with the provisions of these By-Laws and such employees’ share option scheme to be known as the “Solarvest Employees’ Share Option Scheme”;
“Scheme Period”	:	The period of the Scheme as set out in By-Law 6.1
“Selected Employee”	:	An Eligible Employee who has been selected by the ESOS Committee and to whom an Offer has been made under the Scheme
“SICDA”	:	Securities Industry (Central Depositories) Act, 1991 as amended from time to time
“Solarvest” or “Company”	:	Solarvest Holdings Berhad (201701033607 (1247778-U)) and shall, where the context admits, include its successors in title

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

- “Solarvest Group” or “Group” : Solarvest and its Subsidiaries which are not dormant
- “Solarvest Share(s)” or “Shares” : Ordinary share(s) in the capital of Solarvest
- “Subsidiaries” : Subsidiaries of Solarvest within the meaning of Section 4 of the Companies Act and shall include such subsidiaries which are existing as at the Effective Date and those subsequently acquired or incorporated at any time during the Scheme Period unless determined by the Board and/or ESOS Committee, in its sole discretion, that any such subsidiary of Solarvest shall 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 these By-Laws as amended from time to time
- “Unexercised Options” : ESOS Options and/or any part thereof which have not been fully exercised at the relevant time and in respect of which the Option Period has not expired
- “Value” : The value which is used to determine the number of ESOS Options offered to a Selected Employee as stipulated in the Offer
- 1.2 In these By-Laws, unless the context requires otherwise, words importing the singular number include the plural and vice versa and words importing the masculine, feminine or neuter gender shall include all genders.
- 1.3 The headings and sub-headings herein are inserted for convenience only and shall not affect the interpretation of these By-Laws.
- 1.4 Any reference to a statute, statutory provision, guidelines, regulations or rules includes a reference to that statute, statutory provision (and all statutory instruments or orders made pursuant to it), guidelines, regulations and rules, as from time to time amended, extended, re-enacted or consolidated.
- 1.5 Any liberty, power or discretion which may be exercised or any decision or determination which may be made hereunder by the ESOS Committee (including any selection) may be exercised in the ESOS Committee’s sole discretion having regard only to the Terms of Reference (where applicable) and the ESOS Committee shall not be under any obligation to give any reasons therefore, except as may be required by the relevant authorities.
- 1.6 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.

2. THE SCHEME

The Scheme shall be known as the “**Solarvest Employees’ Share Option Scheme**” which will grant the ESOS Option to Selected Employees for them to subscribe for new Shares in the Company at the Exercise Price any time within the Option Period, in accordance with the provisions of these By-Laws.

3. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

- 3.1 Subject to By-Law 3.2, the maximum number of Solarvest Shares which may be made available under the Scheme shall not exceed in aggregate fifteen percent (15%) of the total number of issued shares of Solarvest (excluding treasury shares, if any) at any point of time during the Scheme Period (“**Maximum ESOS Options**”).
- 3.2 In the event where the Company purchases or cancels its own Shares in accordance with Section 127 of the Companies Act or undertakes any other corporate proposal resulting in the total number of Solarvest Shares to be issued under the Scheme exceeding the Maximum ESOS Options or the reduction of its total number of issued shares (excluding treasury shares, if any), the following provisions shall apply in respect of future Offers but all the ESOS Options granted prior to such purchase and/or reduction/adjustment of the issued share capital of the Company shall remain valid or exercisable in accordance with the provisions of the By-Laws as if that reduction/adjustment had not occurred:-
- (a) if, after such purchase, cancellation and/or reduction, the aggregate number of ESOS Options granted (whether or not exercised) by the Company as at the date of purchase, cancellation and/or reduction of Shares is greater than the Maximum ESOS Options, no further Offers shall be made by the ESOS Committee until such aggregate number of ESOS Options granted falls below the Maximum ESOS Options; and
 - (b) if, after such purchase, cancellation and/or reduction, the aggregate number of ESOS Options granted (whether or not exercised) by the Company as at the date of purchase, cancellation and/or reduction of Shares is less than the Maximum ESOS Options, the ESOS Committee may make further Offers but only until such aggregate number of ESOS Options is equivalent to the Maximum ESOS Options after such purchase, cancellation and/or reduction.
- 3.3 ESOS Options which have lapsed for any reason whatsoever will be made available for re-granting at the discretion of the ESOS Committee under this Scheme.
- 3.4 Solarvest will use all reasonable efforts to make available/ensure that it has available and sufficient Shares to satisfy the Offers made during the Scheme Period.

4. ELIGIBILITY

- 4.1 An Employee who fulfils the following criteria as at the Offer Date shall be eligible to participate in the Scheme:
- (a) the Employee is at least 18 years of age and is not an undischarged bankrupt; and
 - (b) the Employee has been in full time employment (not on contract basis) and his employment with Solarvest Group must have been confirmed in writing on or prior to the Offer Date.

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

4.2 A Director of Solarvest Group who fulfils the following criteria as at the Offer Date shall be eligible to participate in the Scheme:

- (a) the Director is at least 18 years of age and is not an undischarged bankrupt; and
- (b) the Director must have been appointed as a Director of a company within Solarvest Group.

For avoidance of doubt:

- (a) Directors or Employees of companies within Solarvest Group which are dormant; and
- (b) Directors or Employees of associated companies of Solarvest (not Subsidiaries),

are not eligible to participate in the Scheme.

4.3 Notwithstanding By-Laws 4.1 and 4.2, selection for participation in the Scheme shall be at the discretion of the ESOS Committee. The ESOS Committee may at any time and from time to time before and after the ESOS Options are granted, limit the exercise of the ESOS Options to a maximum number of new Solarvest Shares and/or such percentage of the total Solarvest Shares comprised in the ESOS Options during such period within the Option Period and impose any other terms and/or conditions as the ESOS Committee may, in its sole discretion deem appropriate including amending or varying any terms and conditions imposed earlier. Thereafter, the Participants are free to exercise the ESOS Options. The selection of any Eligible Employee for participation in the Scheme made by the ESOS Committee will be final and binding.

4.4 Eligibility for consideration under the Scheme does not confer on an Eligible Employee with any rights whatsoever under or to participate in the Scheme unless the ESOS Committee has made an Offer to the Eligible Employee under By-Law 8.

4.5 A set of criteria on eligibility in respect of the allocation as determined by the ESOS Committee from time to time shall be made available to all Employees and Directors of the Group. The allocation of the ESOS Options pursuant to the Scheme shall be verified by the audit committee at the end of each financial year and an audit committee statement on the verification of the allocation shall be included in the annual report of the Company.

4.6 For the avoidance of doubt, to determine the period of employment of an Employee of a subsidiary of the Company, the said Employee's period of employment in the Group, inside or outside of Malaysia, shall be the date on which such company became a subsidiary of the Company, or the date on which the Employee was confirmed, whichever is later.

5. MAXIMUM ALLOWABLE ALLOCATION AND THE BASIS OF ALLOTMENT

5.1 Subject to any adjustments which may be made under By-Law 18, the aggregate maximum number of new Shares under the ESOS Options that may be offered to a Selected Employee shall be determined entirely at the sole discretion of the ESOS Committee ("**Maximum Allowable Allocation**") provided that:

- (a) no allocation of more than ten percent (10%) of the total ESOS Options shall be made to any Selected Employee who, either singly or collectively through persons connected with them, holds twenty percent (20%) or more of the total number of issued shares (excluding treasury shares, if any) of Solarvest; and
- (b) no allocation of more than 70% of the total ESOS Options shall be made in aggregate to the Directors and/or senior management of Solarvest Group.

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

- 5.2 Subject to By-Law 5.1 and any adjustments which may be made under By-Law 18, the ESOS Committee shall determine the actual number of ESOS Options to be allocated to a Selected Employee after taking into consideration various factors pertaining to the Participant such as position, ranking, performance, seniority, the number of years of service, contribution and potential contribution to the continued success of the Group and any other factors deemed appropriate by the ESOS Committee.
- 5.3 At the time the Offer is made in accordance with By-Law 8, the ESOS Committee shall set out the basis of allotment, identifying the category or grade of the Selected Employee and the Maximum Allowable Allocation for the Selected Employee.
- 5.4 Solarvest and/or ESOS Committee shall ensure that: -
- (a) the allocation of ESOS Options granted to Selected Employees is verified at the end of each financial year of Solarvest by Solarvest's audit committee, as being in compliance with the criteria referred to in By-Law 5.2; and
 - (b) a statement by the audit committee, verifying such allocation, is included in Solarvest's annual report.
- 5.5 The ESOS Committee may stagger the allocation of the ESOS Options at its sole and absolute discretion. In the event the ESOS Committee decides that the allocation is to be staggered, the number of ESOS Options to be allocated for each financial year during the duration of the ESOS (not exceeding the Maximum 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 allocation shall be separate and independent from the others.
- 5.6 A selected Eligible Employee who is a member of the ESOS Committee shall abstain from deliberations in respect of any ESOS Options granted or to be granted to that selected Eligible Employee or held or to be held by him.
- 5.7 In the event that a Participant is promoted, such promoted Participant may be eligible for consideration for additional ESOS Options to be decided by ESOS Committee at its discretion subject to the following:
- (a) that the additional Offer shall be from the balance of the Maximum ESOS Options available under the Scheme; or
 - (b) the ESOS Committee has the discretion not to make further additional Offer in the event that the balance of the Maximum ESOS Options available is inadequate to make a meaningful additional allotment.
- 5.8 The Participant who is demoted to a lower grade for whatsoever reason shall only be entitled to the allocation of that lower grade unless an Offer has been made and accepted by him before such demotion and where he has accepted an Offer which exceeds his Maximum Allowable Allocation under that lower grade, he shall not be entitled to any further allocation for that lower grade.

6. SCHEME PERIOD AND TERMINATION OF THE SCHEME

- 6.1 The Scheme shall take effect on the date on which the last of the following approvals and/or conditions shall have been obtained and/or complied with ("**Effective Date**");
- (a) receipt of the approval-in-principle from Bursa Securities for the listing of and quotation for the Shares to be issued pursuant to the Scheme;

- (b) the approval of the shareholders of Solarvest in a general meeting for the Scheme;
- (c) the submission to Bursa Securities of the final copy of the By-Laws;
- (d) the approval of the relevant regulatory authorities whose approval is necessary in respect of the Scheme;
- (e) fulfilment of all conditions attached to any of the abovementioned approvals (if any);

and shall continue to be in force for a period of five (5) years from the Effective Date provided always that on or before the expiry, the ESOS Committee shall have the absolute discretion, without the Company's shareholders' approval, to extend in writing the duration of the Scheme (as the ESOS Committee may deem fit) for up to another five (5) years immediately from the expiry of the first five (5) years and shall not in aggregate exceed a duration of 10 years from the Effective Date ("**Scheme Period**").

- 6.2 Within five (5) Market Days from the Effective Date, Solarvest shall through its Adviser submit a confirmation to Bursa Securities of full compliance with approvals and/or conditions set out in By-Law 6.1 stating the Effective Date, together with a certified true copy of the relevant resolution passed by the shareholders of Solarvest in the general meeting approving the Scheme.
- 6.3 Notwithstanding anything set out in these By-Laws and subject always to compliance with Bursa Securities and any other regulatory authorities' requirements, guidelines or directives, the Scheme may be terminated at any time by the ESOS Committee during the Scheme Period or during any extension or renewal period, as the case may be, without obtaining the approvals from the Participants whereupon any ESOS Options which have yet to be vested and/or exercised (whether fully or partially) shall be deemed to have been terminated and cancelled and be null and void on the date specified in the notice ("**Termination Date**").
- 6.4 Upon the termination of the Scheme, the following provisions shall apply:
 - (a) no further Offer shall be made by the ESOS Committee from the Termination Date;
 - (b) all Offers which have yet to be accepted by Eligible Employees shall automatically lapse on the Termination Date and be null and void; and
 - (c) all Unexercised Options shall be automatically terminated on the Termination Date and be null and void.

7. RETENTION PERIOD

- 7.1 The Shares allotted and issued or transferred pursuant to the exercise of ESOS Options under this Scheme may be subjected to such retention period or restriction on transfer as may be imposed by the ESOS Committee, save as otherwise provided in the Constitution of Solarvest, the Listing Requirements or unless the ESOS Committee stipulates otherwise in the Offer.
- 7.2 A Participant who is a Non-Executive Director of Solarvest Group must not sell, transfer or assign any new Solarvest Shares obtained through the exercise of the ESOS Options offered to him pursuant to the Scheme within one (1) year from the Offer Date.
- 7.3 The expression "retention period" referred to in By-Law 7.1 shall mean the period in which Solarvest Shares allotted and issued or transferred pursuant to exercise of ESOS Options under this Scheme must not be sold, transferred, assigned or otherwise disposed of by the Participant.

8. OFFER OF ESOS OPTIONS UNDER THE SCHEME

- 8.1 Upon commencement of the Scheme, the ESOS Committee may, subject to compliance with all relevant regulatory authorities' guidelines and/or directives, from time to time during the Scheme Period, make an Offer to a Selected Employee to participate in the Scheme.
- 8.2 Subject to By-Law 8.3, an Offer shall comprise an ESOS Option which is exercisable during the Option Period by a Participant to receive new Solarvest Shares, provided that the conditions as set out in By-Law 9.2 and such other conditions as may be stipulated by the ESOS Committee in the Offer are duly and fully satisfied.
- 8.3 Nothing herein shall prevent the ESOS Committee from making more than one Offer to any Selected Employee provided always that the aggregate number of Shares comprised in the ESOS Options shall not exceed the Maximum Allowable Allocation.
- 8.4 No Offer shall be made to any Director or major shareholder of Solarvest Group or persons connected to them as defined in the Listing Requirements unless such Offer and the related allotment of new Shares to such person have previously been approved by the shareholders of Solarvest in a general meeting.
- 8.5 Solarvest shall keep and maintain at its expense a register of Selected Employees and shall enter in that register the names and addresses of the Selected Employees, the Maximum Allowable Allocation, the number of Shares comprised in the ESOS Options, the number of Shares exercised, the Date of Offer and the Exercise Price.

9. TERMS OF THE OFFER

- 9.1 The ESOS Committee may stipulate any terms and conditions it deems appropriate in an Offer and the terms and conditions of each Offer may differ.
- 9.2 The terms and conditions set out in the Offer relating to an ESOS Option may include the following, where applicable:
- (a) Value;
 - (b) Number of Solarvest Shares entitled to be received upon the exercise of the ESOS Option;
 - (c) Exercise Price;
 - (d) Option Period;
 - (e) Offer Date;
 - (f) Offer Period;

and may include such/any other conditions as may be stipulated by the ESOS Committee.

- 9.3 In the event of any error in stating any of the particulars referred to in By-Law 9.2 or otherwise in the Offer, the ESOS Committee may, to the extent permitted by law, issue a revised Offer stating the correct particulars referred to in By-Law 9.2.
- 9.4 The ESOS Committee shall also have absolute discretion to determine whether the ESOS Options are subject to any vesting period and if so, the vesting conditions, which may include amongst others, the achievement of relevant service objectives and specific performance targets of the Selected Employee and/or Solarvest Group as measured by both qualitative

and quantitative key performance indicators including financial and non-financial performance measures as determined by the ESOS Committee during the Scheme Period.

10. EXERCISE PRICE

The Exercise Price shall be based on a discount (as determined by the ESOS Committee) of not more than ten percent (10%) of the five (5)-day volume weighted average market price of Solarvest Shares transacted on the Bursa Securities immediately preceding the Offer Date *(or such basis as the relevant authorities may permit)*.

11. ACCEPTANCE OF THE OFFER

11.1 The Offer may only be accepted by the Selected Employee during the Offer Period in such form and manner as may be prescribed in the Offer and shall be accompanied by a non-refundable sum of Ringgit Malaysia One (RM1.00) only payable to Solarvest. The date of receipt by the ESOS Committee of such form together with the money shall be the date of acceptance of the Offer by the Selected Employee, provided that the Scheme is not terminated pursuant to By-Law 6.3.

11.2 In the event that the Selected Employee fails to accept the Offer in the manner prescribed within the Offer Period, the Offer shall automatically lapse and shall then be null and void provided that the ESOS Committee shall not be precluded from making a fresh Offer, on such terms as the ESOS Committee may so decide, to the Selected Employee subsequently.

12. SATISFACTION OF CONDITIONS

12.1 The determination as to whether the stipulated conditions in the Offer have been fulfilled shall be made by the ESOS Committee, as the case may be.

12.2 Where the ESOS Committee has made the determination that the stipulated conditions have been fulfilled pursuant to By-Law 12.1, the ESOS Committee shall notify the Participant of the number of Solarvest Shares which the Participant is entitled to receive upon the exercise of the ESOS Option granted to him. Upon receipt of such notification, the Participant who exercises the ESOS Option shall notify the ESOS Committee (in the form as may be prescribed by the ESOS Committee from time to time) of his CDS Account number. The relevant new Shares will be credited directly into the CDS Account as stated in the notice of exercise. No physical share certificates will be issued for the new Shares.

12.3 In the event that the conditions stipulated in an Offer in respect of any one or more Participant cannot be achieved/satisfied, the ESOS Committee may in its discretion by notice in writing to such Participant(s), waive any conditions stipulated in the Offer.

12.4 No Participant shall have any right to or interest in Solarvest Shares or right to exercise the ESOS Options granted to him unless and until the ESOS Committee has made a determination and notification under the provisions of By-Laws 12.1 and 12.2 and with effect from the date on which the ESOS Options are duly exercised and the remittance for the full amount of the monies for Solarvest Shares in respect of which the ESOS Options are exercised is paid pursuant to By-Law 13.

12.5 The ESOS Committee shall, within eight (8) Market Days after the ESOS Committee's receipt of the notice of exercise of an ESOS Option and remittance for the full amount of monies for Solarvest Shares in respect of which the ESOS Option is exercised pursuant to By-Law 13.3 (or such other period as may be prescribed or allowed by Bursa Securities):

- (a) credit the relevant number of Solarvest Shares into the CDS Account so notified;
- (b) despatch a notice of allotment and issue and/or transfer of such Solarvest Shares issued pursuant to the ESOS Option to the Participant; and
- (c) make an application for the quotation of such relevant number of Solarvest Shares issued pursuant to the ESOS Option (where applicable).

13. EXERCISE OF ESOS OPTIONS

- 13.1 An ESOS Option may be exercised by a Participant within the Option Period in full or in part by notice in writing to Solarvest or ESOS Committee in the prescribed form as may be amended from time to time during the Option Period, provided that where an ESOS Option is exercised in part, such exercise shall not be for less than one hundred (100) Shares and shall be for multiples of one hundred (100) Shares other than in the case of the final exercise by the Participant under the ESOS Option.
- 13.2 An ESOS Option granted to a Participant under the Scheme, subject to the provisions of By-Laws 15, is exercisable only by that Participant during his lifetime and whilst he is in the employment of the Group and within the Option Period. All unexercised or partially exercised ESOS Options shall become null and void at the expiry of the Option Period.
- 13.3 The partial exercise of an ESOS Option shall not preclude the Participant from exercising the ESOS Option with respect to the balance of Shares comprised in the ESOS Option during the Option Period.
- 13.4 Every notice of exercise of an ESOS Option referred to in By-Law 13.1 must be in the form prescribed by the ESOS Committee as amended from time to time and accompanied by a remittance for the full amount of the monies for the Shares in respect of which the ESOS Option is exercised.
- 13.5 Subject to the discretion of the ESOS Committee to waive any breach, failure by a Participant to comply with the procedure for an exercise of ESOS Option as stipulated in the provisions of By-Law 13 will invalidate the purported exercise of such ESOS Option by the Participant.

14. DISCIPLINARY ACTIONS

- 14.1 In the event a Selected Employee is subjected to Disciplinary Actions after an Offer is made but before the acceptance thereof by such Selected Employee, the Offer is deemed withdrawn and no longer capable of acceptance, unless otherwise decided by the ESOS Committee who may in so doing, impose such terms and conditions as it deems appropriate having regard to the nature of the Disciplinary Actions made or brought against the Selected Employee. Nothing herein shall prevent the ESOS Committee (but the ESOS Committee shall not be obliged to do so) from making a fresh Offer to such Selected Employee in the event that such Disciplinary Actions are not found against him or if such Disciplinary Actions are withdrawn provided that such Offer is made within the duration of the Scheme Period.
- 14.2 In the event a Participant is subjected to Disciplinary Actions, the right of the Participant to exercise any Unexercised Option shall be suspended pending the outcome of the Disciplinary Actions unless otherwise decided by the ESOS Committee who may in so doing, impose such terms and conditions as it deems appropriate having regard to the nature of the Disciplinary Actions made or brought against the Participant. Nothing herein shall prevent the ESOS Committee (but the ESOS Committee shall not be obliged to do so) from making a fresh Offer and/or reinstating the right of the Participant to exercise any Unexercised Option in the event that such Disciplinary Actions are not found against him or if such Disciplinary Actions are

withdrawn provided that such Offer and/or reinstatement is made within the duration of the Scheme Period. If the ESOS Committee does not reinstate such right of the Participant prior to the expiry of the Scheme Period, the Offer and acceptance thereof shall automatically lapse and shall immediately become null and void.

For the avoidance of doubt, Disciplinary Actions initiated against a Participant after the exercise by such Participant of his/her ESOS Option(s) in accordance with the terms of these By-Laws shall not affect the right of the Participant to receive Solarvest Shares pursuant to such exercise of the ESOS Option.

15. TERMINATION OF OFFERS AND UNEXERCISED ESOS OPTION(S)

15.1 Subject to By-Laws 15.2 and 15.3, any unaccepted Offers in respect of a Selected Employee and/or any Unexercised Option in respect of a Participant shall forthwith lapse and/or be deemed to be cancelled and/or ceased to be exercisable, as the case may be, without any liability to or right to claim against Solarvest and/or the ESOS Committee upon the occurrence of any one or more of the following events:

- (a) service of a notice to resign by a Selected Employee or Participant, as the case may be;
- (b) service of a notice of termination on or termination of contract of service or cessation of employment of Selected Employee (including removal of Director) or Participant with Solarvest Group by reason of misconduct, as the case may be; or
- (c) bankruptcy of a Selected Employee or Participant, as the case may be;
- (d) any other circumstances prescribed by the ESOS Committee from time to time.

15.2 In the event of the termination or cessation of employment or contract of service of the Participant with Solarvest Group in any of the following circumstances:

- (a) retirement on attaining the retirement age under Solarvest Group's retirement policy;
- (b) retirement before attaining the normal retirement age by reason of ill-health, injury, physical or mental disability;
- (c) redundancy or voluntary separation scheme;
- (d) transfer to any company outside the Group at the direction of Solarvest;
- (e) termination or non-renewal of contract of service; or
- (f) any other circumstances which are acceptable to the ESOS Committee in its sole discretion;

the ESOS Committee may in its discretion permit the exercise of any Unexercised Options by the Participant at any time subject to such terms and conditions as may be prescribed notwithstanding that:

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

provided that unless the ESOS Committee in its sole discretion so permits such exercise, as the case may be by notice in writing to the Participant, any Unexercised Option in respect of

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

a Participant shall forthwith lapse and/or be deemed to be cancelled and/or cease to be exercisable, as the case may be, without any liability to or right to claim against Solarvest and/or ESOS Committee.

- 15.3 In the event of death of the Participant, By-Law 15.2 may at the discretion of the ESOS Committee apply *mutatis mutandis* to the Participant's legal or personal representatives as if the Participant's legal or personal representatives were the Participant.
- 15.4 All ESOS Options which the ESOS Committee permits to be exercisable pursuant to By-Law 15.2 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed notwithstanding that the Option Period has not commenced or expired.
- 15.5 Any unaccepted Offers and/or Unexercised Options 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 Solarvest and/or ESOS Committee upon the occurrence of one or more of the following events:
- (a) winding-up or liquidation of Solarvest; or
 - (b) termination of the Scheme pursuant to By-Law 6.

16. TAKEOVER AND DISPOSAL OF ASSETS

- 16.1 In the event of:
- (a) a take-over offer being made for Solarvest through a general offer to acquire the whole of the issued shares of Solarvest (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; or
 - (b) Solarvest dispose of all or substantially all of its assets and the disposal becomes unconditional,

upon determination of the ESOS Committee at its sole discretion, any Unexercised Options may immediately be exercised by a Participant at any time subject to such terms and conditions (if any) as may be prescribed by the ESOS Committee notwithstanding that the Option Period has not commenced.

- 16.2 All ESOS Options which the ESOS Committee permits to be exercisable pursuant to By-Law 16.1 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed notwithstanding that the Option Period has not commenced or expired.

17. SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.

- 17.1 In the event of the court sanctioning a compromise or arrangement between Solarvest and its members proposed for the purposes of, or in connection with, a scheme of arrangement and reconstruction of Solarvest or its amalgamation with any other company or companies, the ESOS Committee may permit the exercise of any Unexercised Options by the Participant at any time subject to such terms and conditions as may be prescribed notwithstanding that:
- (a) the Option Period has not commenced; and/or
 - (b) other terms and conditions set out in the Offer has not been fulfilled/satisfied.

- 17.2 All ESOS Options which the ESOS Committee permits to be exercisable pursuant to By-Law 17.1 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed notwithstanding that the Option Period has not commenced or expired.

18. ALTERATION OF CAPITAL

- 18.1 In the event of any alteration in the capital structure of Solarvest during the Scheme Period, whether by way of rights issue, bonus issue or other capitalisation issues, subdivision or consolidation of Solarvest Shares or reduction of capital or any other variation of capital being effected, the ESOS Committee may determine whether a material dilution or enlargement of the rights of the Participants would result from such alteration in the capital structure of Solarvest during the Scheme Period and if it so determines (i.e. that a material dilution or enlargement of the rights of the Participants would result from such alteration in the capital structure of Solarvest), adjustments in:-

- (a) the Exercise Price; and/or
- (b) the number of Solarvest Shares comprised in the Offer;

shall be made in order to prevent dilution or enlargement in compliance with the provisions for adjustments as provided in the By-Laws.

- 18.2 If the ESOS Committee decides that no material dilution or enlargement of the rights of the Participants would result from an alteration in the capital structure of Solarvest and no adjustments will be made, the ESOS Committee shall inform the Participants of this decision through an announcement to all the Directors and Employees of the Group to be made in such manner deemed appropriate by the ESOS Committee.
- 18.3 Subject to By-Law 18.5, any adjustment in the Exercise Price and/or number of Solarvest Shares comprised in Offers shall comply with the requirements of any applicable statutes, rules, regulations and/or conditions issued by the relevant authorities (including the Listing Requirements) and shall, where appropriate and to the extent possible, endeavour to give each Participant the same proportion of the issued ordinary shares of Solarvest as that to which he was previously entitled.
- 18.4 The provisions of By-Laws 18.1, 18.2 and 18.3 shall not apply where a change in the capital structure of Solarvest arises from:
- (a) the issue of Solarvest Shares or other securities convertible into Solarvest Shares or right to acquire or subscribe for Solarvest Shares in consideration or part consideration for any acquisition by Solarvest Group;
 - (b) a special issue, restricted issue or private placement of Solarvest Shares;
 - (c) a share buy-back arrangement by Solarvest and the cancellation of all or a portion of the shares pursuant to the relevant provisions of the Companies Act;
 - (d) an issue of Solarvest Shares arising from the exercise of any conversion rights attached to securities convertible to Solarvest Shares or upon exercise of any other rights including warrants and convertible loan stocks (if any) issued by Solarvest;
 - (e) a special issue of new Solarvest Shares to Bumiputera investors nominated by the Ministry of International Trade and Industry, Malaysia and/or any other government authority to comply with Government policy on Bumiputera capital participation; and
 - (f) an issue of further Offers pursuant to the Scheme and the allotment and issuance of

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

Solarvest Shares for the purpose of satisfying ESOS Options.

18.5 Any adjustment pursuant to this By-Law 18 shall be made in accordance with the formulae as set out below on the Market Day immediately following the books closure date for the event giving rise to the adjustment:

(a) If and whenever a consolidation or subdivision or conversion of Solarvest Shares occurs, then the Exercise Price shall be adjusted and the additional number of Shares comprised in the Offer shall be calculated in accordance with the following formula:

$$\begin{aligned} \text{New Exercise Price} &= S \times \left[\frac{U}{V} \right] \\ \text{Additional number of Shares} &= T \times \left[\frac{V}{U} \right] - T \end{aligned}$$

where

S = existing Exercise Price; and

T = existing number of Shares comprised in the Offer that remains unexercised.

U = aggregate number of Shares (excluding Shares held as treasury shares, if any) in the share capital of Solarvest immediately preceding such consolidation, subdivision or conversion; and

V = aggregate number of Shares (excluding Shares held as treasury shares, if any) in the share capital of Solarvest after such consolidation, subdivision or conversion.

Each such adjustment will be effective from the close of business on the Market Day immediately preceding the date on which the consolidation or subdivision or conversion becomes effective (being the date when Solarvest Shares are traded on Bursa Securities at the new value), or such period as may be prescribed by Bursa Securities.

(b) If and whenever Solarvest shall make any issue of Solarvest Shares to its ordinary shareholders of Solarvest credited as fully paid, by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund), the Exercise Price shall be adjusted by multiplying it by the following fraction:

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

and the additional number of Shares comprised in the Offer shall be calculated as follows:

$$\text{Additional number of Shares} = T \times \left[\frac{A+B}{A} \right] - T$$

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

where

A = the aggregate number of issued and fully paid-up Solarvest Shares immediately before such bonus issue or capitalisation issue;

B = the aggregate number of Solarvest Shares to be issued pursuant to any allotment to ordinary shareholders of Solarvest credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund); and

T = as T above.

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

(c) If and whenever Solarvest 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);

(ii) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for Solarvest 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 Solarvest Shares or securities with rights to acquire or subscribe for Solarvest 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-Laws 18.5(c)(ii) and (c)(iii) hereof, the additional number of Shares comprised in the Offer shall be calculated as follows:

$$\text{Additional number of Shares} = T \times \left[\frac{C}{C-D^*} \right] - T$$

where

C = the Current Market Price (as defined in By-Law 18.5(h) below) of each Solarvest 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;

D = (aa) in the case of an offer or invitation to acquire or subscribe for Solarvest Shares by way of rights under By-Law 18.5(c)(ii) above

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

or for securities convertible into Solarvest Shares or securities with rights to acquire or subscribe for Solarvest Shares under By-Law 18.5(c)(iii) above, the value of rights attributable to one (1) Solarvest Share (as defined below); or

- (bb) in the case of any other transaction falling within By-Law 18.5(c) hereof, the fair market value, as determined by an auditor of Solarvest, of that portion of the Capital Distribution attributable to one (1) Solarvest Share.

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

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

where

C = as C above;

E = the Exercise Price for one (1) additional Solarvest Share under the terms of such offer or invitation or Exercise Price for one (1) additional Solarvest Share upon conversion of the convertible securities or exercise of such rights to acquire or subscribe for one (1) Solarvest Share under the offer or invitation;

F = the number of Solarvest Shares necessary for Solarvest shareholder to hold in order to be offered or invited to acquire or subscribe for one (1) additional Solarvest Share or security convertible into rights to acquire or subscribe for one (1) additional Solarvest Share; and

D* = the value of rights attributable to one (1) Solarvest Share (as defined below); and

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

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

where

C = as C above;

E* = the Exercise Price for one (1) additional Solarvest Share under the terms of such offer or invitation to acquire or subscribe for Solarvest Shares; and

F* = the number of Solarvest Shares necessary for a Solarvest shareholder to hold in order to be offered or invited to acquire or subscribe for one (1) additional Solarvest Share.

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

For the purpose of By-Law 18.5(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 Solarvest Shares (not falling under By-Law 18.5(b) hereof) or other securities credited as fully or partly paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account or capital redemption reserve fund).

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 of Solarvest as shown in the audited consolidated profit and loss accounts of Solarvest.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the next Market Day following the book closure date for the above transactions.

- (d) If and whenever Solarvest makes an allotment to its ordinary shareholders as provided in By-Law 18.5 (b) above and also makes an offer or invitation to its ordinary shareholders as provided in By-Law 18.5(c)(ii) or (c)(iii) above and the record date for the purpose of the allotment is also book closure 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 Solarvest makes an allotment to its ordinary shareholders as provided in By-Law 18.5(b) above and also makes an offer or invitation to its ordinary shareholders as provided in By-Law 18.5(c)(ii) above and the record date for the purpose of the allotment is also the book closure date for the purpose of the offer or invitation, the additional number of Shares comprised in the Offer shall be calculated as follows:

Additional number of Shares:

$$= T \times \left[\frac{(G + H^* + B) \times C - T}{(G \times C) + (H^* \times I^*)} \right]$$

where

B = as B above;

C = as C above;

G = the aggregate number of issued and fully paid-up Solarvest Shares on the book closure date;

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

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

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

I = the Exercise Price of one (1) additional Solarvest Share under the offer or invitation to acquire or subscribe for Solarvest Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Solarvest Share, as the case may be;

I* = the Exercise Price of one (1) additional Solarvest Share under the offer or invitation to acquire or subscribe for Solarvest Shares; and

T = as T above.

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

- (e) If and whenever Solarvest makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Solarvest Shares as provided in By-Law 18.5(c)(ii) above together with an offer or invitation to acquire or subscribe for securities convertible into Shares or rights to acquire or subscribe for Solarvest Shares as provided in By-Law 18.5(c)(iii) above, 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 Shares comprised in the Offer shall be calculated as follows:

Additional number of Shares

$$= T \times \left[\frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)} - T \right]$$

where

C = as C above;

G = as G above;

H = as H above;

H* = as H* above;

I = as I above;

I* = as I* above;

J = the aggregate number of Solarvest Shares to be issued to its ordinary shareholders of Solarvest upon conversion of such securities or exercise of such rights to subscribe for Solarvest Shares by the ordinary shareholders of Solarvest;

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

K = the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Solarvest Share; and

T = as T above.

Such adjustment will be effective (if appropriate retroactively) from the commencement of the next Market Day following the book closure date for the above transactions.

- (f) If and whenever Solarvest makes an allotment to its ordinary shareholders as provided in By-Law 18.5(b) above and also makes an offer or invitation to its ordinary shareholders to acquire or subscribe for Solarvest Shares as provided in By-Law 18.5(c)(ii) above, together with rights to acquire or subscribe for securities convertible into Solarvest Shares or with rights to acquire or subscribe for Shares as provided in By-Law 18.5(c)(iii) above, and the record date for the purpose of allotment is also the book closure for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:

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

and the additional number of Shares comprised in the Offer shall be calculated as follows:

Additional number of Shares

$$= T \times \left[\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] - T$$

where

B = as B above;

C = as C above;

G = as G above;

H = as H above;

H* = as H* above;

I = as I above;

I* = as I* above;

J = as J above;

K = as K above; and

T = as T above.

Such adjustment will be effective (if appropriate retroactively) from the commencement of the next Market Day following the book closure date for the above transactions.

- (g) If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders of Solarvest and requiring an adjustment under By-Laws 18.5(c)(ii), (c)(iii), (d), (e) or (f) above), Solarvest shall issue either any Solarvest Shares or any securities convertible into Solarvest Shares or any rights to acquire or subscribe for Solarvest Shares, and in any such case, the Total Effective Consideration per Solarvest Share (as defined below) is less than ninety percent (90%) of the Average Price for one (1) Solarvest Share (as defined below) or, as the case may be, the price at which Solarvest Shares will be issued and/or transferred upon conversion of such securities or exercise of such rights is determined, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{L + M}{L + N}$$

where

- L = the number of Solarvest Shares in issue at the close of business on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;
- M = the number of Solarvest Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (as defined below) (exclusive of expenses); and
- N = the aggregate number of Solarvest Shares so issued or, in the case of securities convertible into Solarvest Shares or rights to acquire or subscribe for Solarvest Shares, the maximum number (assuming no adjustment of such rights) of Solarvest Shares issuable upon full conversion of such securities or the exercise in full of such rights.

For the purpose of By-Law 18.5(g), the "Total Effective Consideration" shall be determined by the Board with the concurrence of an auditor or relevant expert in the following manner:

- (i) in the case of the issue of Solarvest Shares, the aggregate consideration receivable by Solarvest on payment in full for such Solarvest Shares; or
- (ii) in the case of the issue by Solarvest of securities wholly or partly convertible into Solarvest Shares, the aggregate consideration receivable by Solarvest on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by Solarvest upon full conversion of such securities (if any); or
- (iii) in the case of the issue by Solarvest of securities with rights to acquire or subscribe for Solarvest Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by Solarvest upon full exercise of such rights;

in each case without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and "Total Effective Consideration per Solarvest Share" shall be the Total Effective Consideration divided by the number of Solarvest Shares issued as aforesaid or, in the case of securities convertible into Solarvest Shares or securities with rights to acquire or subscribe for Solarvest Shares, by the maximum number of Solarvest Shares issuable on full conversion of such securities or on exercise in full of such rights.

APPENDIX I – DRAFT BY-LAWS OF THE PROPOSED ESOS (cont'd)

For the purpose of By-Law 18.5(g), the Average Price of a Solarvest Share shall be the average price of one (1) Solarvest Share as derived from the last dealt prices for one or more board lots of Solarvest Shares as quoted on Bursa Securities on the Market Days comprised in the period used as a basis upon which the issue price of such Solarvest Shares is determined.

Each such adjustment will be calculated (if appropriate retroactively) from the close of business on Bursa Securities on the Market Day next following the date on which the issue is announced, or (failing any such announcement) on the Market Day next following the date on which Solarvest determines the offering price of such Solarvest Shares. Each such adjustment will be effective (if appropriate retroactively) from the commencement of the Market Day immediately following the date of the completion of the above transaction.

(h) For the purpose of By-Law 18.5(c), (d), (e) and (f), the "Current Market Price" in relation to one (1) Solarvest Share for any relevant day shall be the volume weighted average market price for the five (5) consecutive Market Days before such date.

18.6 If an event occurs that is not set out in By-Law 18.5 or if the application of any of the formulae to an event results in a manifest error or in the opinion of ESOS Committee is not appropriate, the ESOS Committee may agree to an adjustment subject to the provision of By-Law 18.3 provided that the Participants shall be notified of the adjustment through an announcement to all the Directors and Selected Employee of the Group to be made in such manner deemed appropriate by the ESOS Committee.

18.7 In the event that a fraction of a Solarvest Share arises from the adjustments pursuant to this By-Law 18, the number of Solarvest Shares shall automatically be rounded down to the nearest whole number.

18.8 The provisions of By-Law 18 shall also apply to a situation where the Offer Period has not lapsed and the Offer has not been accepted by the Selected Employee or withdrawn by the ESOS Committee.

19. RIGHTS ATTACHED TO SHARES

19.1 The new Solarvest Shares to be allotted upon exercise of the ESOS Options shall upon allotment and issue, rank *pari passu* in all respects with the existing Solarvest Shares, save and except that the new Solarvest Shares so issued shall not be entitled for any dividends, rights, allotments and/or other distribution in respect of which the entitlement date is prior to the allotment of Solarvest Shares to the Participant.

19.2 In the event the ESOS Options exercised are satisfied via existing Solarvest Shares, the Participant shall not be entitled to any entitlement attached to such Solarvest Shares in respect of which the entitlement date is prior to the date on which Solarvest Shares are credited into the CDS Account of the Participant.

19.3 The Solarvest Shares obtained through the exercise of ESOS Options shall be subjected to all the provisions of the Constitution of Solarvest in relation to their transfer, transmission or otherwise.

20. ADMINISTRATION

- 20.1 The Scheme shall be implemented and administered by the ESOS Committee consisting of such persons from the Board and/or senior management of the Group, appointed by the Board from time to time.
- 20.2 The ESOS Committee shall administer the Scheme in such manner as it shall in its discretion deem fit. For the purpose of administering the Scheme, the ESOS Committee may do all such acts and things and enter into any transactions, agreements, deeds, documents or arrangements, and make rules, regulations or impose terms and conditions or delegate part of its power relating to the administration of the Scheme, as the ESOS Committee may in its discretion deem fit necessary and/or expedient for the implementation and administration of, and to give full effect to, the Scheme.
- 20.3 In implementing the Scheme, the ESOS Committee may at its sole and absolute discretion decide that the ESOS Options be satisfied by any of the following methods:-
- (a) issuance of new Solarvest Shares;
 - (b) acquisition of existing Solarvest Shares from the market;
 - (c) transfer of the Company's treasury shares or any other methods as may be permitted by the Companies Act;
 - (d) payment by cash; or
 - (e) any combination of the above.

In considering the settlement of the ESOS Options, the ESOS Committee will take into consideration, amongst others, factors such as the prevailing market price of Solarvest Shares, funding considerations and dilutive effects on the Company's capital base.

For the avoidance of doubt, should the ESOS Committee decide to satisfy the ESOS Options via payment by cash, the amount to be paid to the Participant for each ESOS Option exercised shall be the excess of the five (5)-day volume weighted average market price of Solarvest Shares up to the date of exercise of the ESOS Options over the Exercise Price, if any.

- 20.4 The Board shall have power at any time and from time to time to:
- (a) approve, rescind and/or revoke the appointment of any member of the ESOS Committee and appoint replacement members to the ESOS Committee; and
 - (b) assume and/or exercise or execute any of the powers and authorities conferred upon the ESOS Committee pursuant to these By-Laws.

21. QUOTATION

In cases where the ESOS Options are satisfied by the issue of new Solarvest Shares, the new Solarvest Shares to be allotted will not be listed or quoted on the ACE Market of Bursa Securities until an application is made to Bursa Securities for such listing and quotation of the new Solarvest Shares.

22. AMENDMENT, VARIATION AND/OR MODIFICATION TO THE SCHEME

- 22.1 Subject to By-Law 22.2 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 additions, amendments and/or modifications to and/or deletions of these By-Laws as it shall in its discretion think fit and the Board shall at any time and from time to time have the power by resolution to add to, amend, modify and/or delete all or any part of these By-Laws upon such recommendation.
- 22.2 The approval of the shareholders of Solarvest in general meeting shall not be required in respect of additions, amendment and/or modification to or deletion of these By-Laws save and except if such addition, amendment, modifications and/or deletion would:
- (a) increase the number of ESOS Options available under the Scheme beyond the Maximum ESOS Options; or
 - (b) provide an advantage to any Participant or group of Participants or all the Participants in respect of any matters which are required to be contained in the By-Laws by virtue of paragraphs (1) to (8) of the Appendix 6E (or any amendments subsequent thereto) of the Listing Requirements (in which event the prior approval of the shareholders of Solarvest in a general meeting is required) unless otherwise permitted under the provisions of the Listing Requirements.
- 22.3 Where an amendment and/or modification is made to these By-Laws, Solarvest shall submit to Bursa Securities, the amendment and/or modification to these By-Laws and a confirmation letter that the amendment and/or modification complies with the provisions of the guidelines on employee share scheme stipulated under the Listing Requirements no later than five (5) Market Days from the effective date of the said amendment and/or modification.

23. NON-TRANSFERABILITY

An ESOS Option shall be personal to the Participant and cannot be assigned, transferred or otherwise disposed of in any manner whatsoever unless By-Law 15.3 applies.

24. DISPUTES

In the event of any dispute between the ESOS Committee with an Eligible Employee or any Participant or group of Participants, as to any matter or thing of any nature arising hereunder, such dispute or difference shall be referred to the Board whose decision shall be final and binding on all parties in all respects.

25. SCHEME NOT A TERM OF EMPLOYMENT/ CONTRACT OF SERVICE

This Scheme does not form part of nor shall it in any way be construed as forming part of the terms and conditions of employment or contract of service of any Director or Employee. This Scheme shall not confer or be construed to confer on any Director and/or Employee any special rights or privileges over the Director and/or Employee's terms and conditions of employment or contract of service in Solarvest Group nor any rights in addition to compensation or damages that the Director and/or Employee may be normally entitled to arising from the cessation of such employment or contract of service.

26. COMPENSATION

- 26.1 No Directors, Employees or Participants who cease to hold office in or employment or under a contract of service with Solarvest Group shall be entitled to any compensation for the loss of any right or benefit or prospective right or benefit under the Scheme.
- 26.2 Solarvest, the Board or the ESOS Committee shall not be liable for any compensation, loss or damages of any claim, action or proceeding by any Director, Employee, Participant or legal or personal representatives whatsoever and howsoever arising from the suspension of his rights to exercise his ESOS Options or his ESOS Options ceasing to be valid pursuant to the provisions of these By-Laws.

27. DIVESTMENT FROM THE GROUP

- 27.1 If a Participant who held office or was in the employment or under a contract of service with a corporation of Solarvest Group which has ceased to be a Subsidiary as a result of a restructuring or divestment exercise or otherwise (other than a takeover or reconstruction as provided under these By-Laws), the ESOS Committee may in its discretion permit the exercise of any Unexercised Options by the Participant at any time subject to such terms and conditions as may be prescribed notwithstanding that:
- (a) the Option Period has not commenced; and/or
 - (b) other terms and conditions set out in the Offer has not been fulfilled/satisfied.
- 27.2 All ESOS Options which may be allowed by the ESOS Committee to be exercisable under By-Law 27.1(b), to the extent unexercised by the date prescribed by the ESOS Committee, shall automatically lapse and shall become null and void.

28. TRANSFER TO OTHER COMPANIES NOT WITHIN THE GROUP

- 28.1 Notwithstanding By-Law 15.1, in the event a Participant who was employed in a corporation within the Group and is subsequently transferred from such corporation to an associate company of Solarvest, the Participant shall be entitled to exercise any Unexercised Options, upon the same terms and conditions as may be set out in the Offer as if the Participant is still in employment or under a contract of service with the Group for the purposes of the Scheme Period.
- 28.2 In the event that a person who was in the employment or under a contract service of a company which subsequently becomes a Subsidiary as a result of a restructuring or acquisition or otherwise involving Solarvest and/or any company within the Group, such person ("**Affected Participant**") will, if the Affected Participant satisfies all the relevant conditions of these By-Laws, be eligible to be considered for an Offer for the remaining Scheme Period at the discretion of the ESOS Committee.

29. INSPECTION OF THE AUDITED FINANCIAL STATEMENTS

All Participants shall be entitled to inspect a copy of the latest audited financial statements of Solarvest at the registered office of Solarvest from Mondays to Fridays (excluding public holidays) during normal office hours.

30. COSTS, EXPENSES AND TAXES

- 30.1 Solarvest shall bear all fees, costs and expenses incurred in relation to the Scheme including but not limited to the costs and expenses (including stamp duty, if any) relating to the issue, allotment and/or transfer of Solarvest Shares pursuant to the exercise of the ESOS Options.
- 30.2 For the avoidance of doubt, all other costs, fees, levies, charges and/or taxes, including, without limitation, income taxes that are incurred by a Participant pursuant to by-Law 30.1 or relating to the exercise of any ESOS Options and any holding or dealing of such Solarvest Shares (such as, but not limited to brokerage commissions and stamp duty) shall be borne by that Participant and Solarvest shall not be liable for any of such costs, fees, levies, charges and/or taxes.

31. CONSTITUTION

Notwithstanding the terms and conditions contained in this Scheme, if a situation of conflict should arise between any provision of these By-Laws and the Constitution of Solarvest and/or the Listing Requirements, the provisions of the Constitution of Solarvest and/or the Listing Requirements shall prevail to the extent of such conflict.

32. ERRORS AND OMISSIONS

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

- (a) a Director and/or an Employee who was selected by the ESOS Committee as a Participant, has not been given the opportunity to participate in the Scheme on any occasion; or
- (b) the number of Solarvest Shares allotted and issued and/or transferred to any Participant on any occasion is found to be incorrect;

and such error or omission cannot be corrected within the relevant period specified in the Scheme, the ESOS Committee may do all such acts and things to rectify such error or omission and ensure that the Participant is given the opportunity to participate in the Scheme and/or the aggregate number of Solarvest Shares to which the Participant is correctly entitled to is credited into his CDS Account.

33. NOTICE

- 33.1 Any notice under the Scheme required to be given to or served upon the ESOS Committee by a Director, Employee, Participant or any correspondence to be made between a Director, Employee, Participant to the ESOS Committee shall be given or made in writing and sent to the registered office of Solarvest or such other office which the ESOS Committee may have stipulated for a particular purpose of delivery by hand (with acknowledgement of receipt) or registered letter.
- 33.2 Unless otherwise provided in these By-Laws, any notice which under the Scheme is required to be given to or served upon a Director, Employee, Participant and correspondence to be made with a Director, Employee or Participant shall be deemed to be sufficiently given, served or made if it is given, served or made by hand or registered letter addressed to the Director, Employee or Participant at the place of employment or address known to Solarvest as being his address. Any notice served by hand 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 or if by registered letter would in the ordinary course of post be delivered.

- 33.3 Any notice is sent by electronic media, including but not limited to electronic mail, to the Eligible Employees or the Participants, such notice or request shall be deemed to have been received upon confirmation or notification received after the sending of notice or request by the Group.
- 33.4 Notwithstanding By-Law 33.2, where any notice is required to be given by Solarvest or the ESOS Committee under these By-Laws in relation to matters which may affect all the Directors, Employees or Participants, as the case may be, Solarvest 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 33.2 shall be deemed to be sufficiently given, served or made to all affected Directors, Employees, or Participants, as the case may be.

34. SEVERABILITY

If at any time any provision of these By-Laws is or becomes illegal, void or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness 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.

35. DELAY OF PERFORMANCE

The performance of any obligations provided herein may be delayed, prohibited or become impossible by reason of events beyond the control of Solarvest or the ESOS Committee.

36. DISCLAIMER OF LIABILITY

- 36.1 Notwithstanding any provisions contained herein and subject to the Companies Act, the ESOS Committee, Solarvest, the Board (including Directors of Solarvest who have resigned but were on the Board during the Scheme Period) shall not under any circumstances be liable for any cost, loss, expense and/or damage whatsoever incurred, arising and/or suffered by any Participant howsoever arising in the event of:-
- (a) any delay on the part of Solarvest or ESOS Committee delay in allotting and issuing new Solarvest Shares and/or applying for or procuring the listing of the new Solarvest Shares on Bursa Securities in accordance with these By-Laws for any reason whatsoever;
 - (b) any delay in crediting the new Solarvest Shares into the CDS Account as stated in the notice of exercise given by the Participant; and
 - (c) any other matter or dealing which is outside the control of the Company.
- 36.2 The Participant shall at all times indemnify and keep Solarvest indemnified against all losses, damages, claims, proceedings, demands, actions, penalties and expenses whatsoever that may be made or brought against and/or suffered by Solarvest at any time as a result of and/or in connection with or arising from any failure on the part of the Participant to perform and/or observe the terms and conditions and stipulations of the By-Laws as from and including the Effective Date or for any act or default under or for any breach of any provision of the By-Laws by the Participant or that may be incurred, suffered or sustained by Solarvest as a result thereof and the Participant shall promptly upon a demand being made by Solarvest pay to Solarvest all amounts so paid incurred, suffered or sustained by Solarvest.

37. DECISION OF THE ESOS COMMITTEE

Any decision and/or determination made by the ESOS Committee under these By-Laws shall, in the absence of any manifest of error, be final and binding.

38. GOVERNING LAW

The Scheme shall be governed by and construed in accordance with the laws of Malaysia. The Participant, by accepting the Offer in accordance with the By-Laws and terms of the Scheme and the Constitution of Solarvest, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

[The rest of this page is intentionally left blank]

APPENDIX II – FURTHER INFORMATION

1. RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board and they collectively and individually accept full responsibility for the accuracy, completeness and correctness of the information given herein and confirm that after making 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 herein misleading.

2. MATERIAL LITIGATION

As at LPD, our Group is not engaged in any material litigation, claim or arbitration, either as plaintiff or defendant, which may have a material effect on its financial position and the Directors do not have any knowledge of any proceeding, pending or threatened, against our Group or any facts which is likely to give rise to any proceeding which might materially and adversely affect the financial position or business of our Group.

3. MATERIAL CONTRACTS

As at LPD, save as disclosed below, there are no material contracts (not being contracts entered into in the ordinary course of business) which have been entered into by our Group during the past 2 years immediately preceding the date of this Circular:

- (i) Subscription agreement dated 20 January 2019 entered into between Atlantic Blue Sdn Bhd, Lim Chin Siu, Tan Chyi Boon and Datuk Seri Chiau Beng Teik for the capitalisation of advances via the issuance of redeemable preference shares, which was issued and allotted on 13 February 2019;
- (ii) Sale and purchase agreement dated 30 January 2019 entered into between Solarvest and Chin Hin Group Berhad and Atlantic Blue Holdings Sdn Bhd for the acquisition of entire share capital of Atlantic Blue Sdn Bhd, which was completed on 15 July 2019;
- (iii) Joint venture agreement dated 26 April 2019 entered into between Solarvest Energy Sdn Bhd and Cheong Kah Cheng in respect of the incorporation of Solarvest Energy (SR) Sdn Bhd; and
- (iv) Underwriting agreement dated 21 August 2019 entered into between Solarvest and M&A Securities for the underwriting of 39,062,000 Shares for an underwriting commission of 3.0%.

4. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

4.1 Material commitments

As at LPD, our Board is not aware of any material commitment, incurred or known to be incurred, which may have a material impact on the results or financial position of our Group.

APPENDIX II – FURTHER INFORMATION

4.2 Contingent liabilities

As at the LPD, save as disclosed below, our Board is not aware of any contingent liabilities, incurred or known to be incurred, which upon becoming enforceable, may have a substantial impact on the ability of our Group to meet its obligations as and when they fall due:

	RM'000
Performance and warranty guarantees to clients for the Group's solar PV projects	8,334
	<u>8,334</u>

5. LETTER OF CONSENT

M&A Securities, the Adviser for the Proposed ESOS, has given and has not subsequently withdrawn its written consent to the inclusion in this document of its name and all references thereto in the form and context in which they appear in this document.

6. DECLARATION OF CONFLICT OF INTERESTS

M&A Securities has confirmed that no conflict of interest exists or is likely to exist by virtue of its engagement in relation to the Proposed ESOS.

7. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our Registered Office during normal office hours from Mondays to Fridays (except for public holidays) for the period commencing from the date of this Circular up to the date of the EGM:

- (i) Constitution of Solarvest;
- (ii) the audited consolidated financial statements of Solarvest for the past 2 FYE 31 March 2019 and 2020 and the latest unaudited consolidated financial statements of Solarvest for the 3 months financial period ended 30 June 2020;
- (iii) draft By-Laws referred to in **Appendix I** of this Circular;
- (iv) the letter of consent and declaration referred to in Sections 5 and 6 above; and
- (v) the material contracts referred to in Section 3 above.



SOLARVEST HOLDINGS BERHAD
(Registration No. 201701033607 (1247778-U))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting ("**EGM**") of Solarvest Holdings Berhad ("**Solarvest**" or the "**Company**") will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("**RPV**") facilities via TIIH Online website at <https://tiih.online> from the broadcast venue at Tricor Business Centre, Manuka 2 & 3 Meeting Room, Unit 29-01, Level 29, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia, on Monday, 28 September 2020, 11.00 a.m. or immediately after the conclusion of the Company's Third Annual General Meeting, whichever is later, or at any adjournment thereof (as the case may be), for the purpose of considering and, if thought fit, passing the following resolutions:

ORDINARY RESOLUTION 1

PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME FOR THE ELIGIBLE EMPLOYEES AND DIRECTORS OF SOLARVEST AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES) ("PROPOSED ESOS**")**

"THAT, subject to and conditional upon the approvals of all relevant authorities and persons (if any), approval be and is hereby given for the Company to:

- (a) establish, implement and administer the employees' share option scheme to be known as the "Solarvest Employees' Share Option Scheme" of up to 15% of the total issued share capital of Solarvest for the benefit of all eligible employees and directors of Solarvest and all its subsidiaries (excluding dormant subsidiaries) ("**Eligible Employees**"), in accordance with the provisions of the By-Laws of the Proposed ESOS as set out in **Appendix I ("**By-Laws**")** of the Circular, under which, the options will be granted to such Eligible Employees to subscribe for new Solarvest Shares ("**Options**").

Any new Solarvest Shares to be allotted and issued upon any exercise of the Options granted under the Proposed ESOS will, upon such allotment, issuance and full payment, rank equally in all respects with the then existing issued Solarvest Shares except that the new Solarvest Shares so allotted and issued will not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid, the entitlement date (namely the date as at the close of business on which the names of shareholders must appear on the Record of Depositors, in order to be entitled to such dividends, rights, allotments and/or other distributions) of which is prior to the date of allotment and issuance of the new Solarvest Shares and will be subject to all the provisions of the Constitution of Solarvest relating to transfer, transmission and otherwise of Solarvest Shares;

- (b) amend and/or modify all or any part of the Proposed ESOS from time to time as may be required/permitted by the authorities or deemed necessary by the authorities or the Board or any committee of the Proposed ESOS established or appointed by it provided that such modifications and/or amendments are effected and permitted in accordance with the provisions of the By-Laws relating to the modifications and/or amendments and to do all such acts, deeds and things and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to such modifications and/or amendments;

- (c) allot and issue and/or procure from time to time such a number of new Solarvest Shares as may be required to be issued pursuant to the exercise of the Options under the Proposed ESOS provided that the aggregate number of new Solarvest Shares to be offered pursuant to the Proposed ESOS and any other schemes involving new issuance of Solarvest Shares to be implemented by Solarvest shall not at any point in time in aggregate exceed 15% of the total issued share capital of the Company (excluding treasury shares) that may be permitted by Bursa Securities or any other relevant regulatory authorities from time to time during the duration of the Proposed ESOS;
- (d) do all such acts, execute all such documents and to enter into all such transactions, arrangements and agreements, deeds and undertakings and to make such rules or regulations or impose such terms and conditions or delegate part of its power as may be necessary or expedient in order to give full effect to the Proposed ESOS and terms of the By-Laws; and
- (e) extend the duration of the Proposed ESOS, if the directors of the Company deem fit, for up to a maximum period of an additional five (5) years.

AND THAT the Board be and is hereby authorised and empowered to give effect to the Proposed ESOS with full power to consent to and to adopt such conditions, modifications, variations, and/or amendments as it may deem fit and/or as may be required by the relevant regulatory authorities.

AND FURTHER THAT the proposed By-Laws of the Proposed ESOS, as set out in **Appendix I** of the Circular, be and is hereby approved and adopted.”

ORDINARY RESOLUTION 2

PROPOSED GRANTING OF ESOS OPTIONS TO DATO' CHE HALIN BIN MOHD HASHIM

“**THAT**, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Dato' Che Halin Bin Mohd Hashim, being the Independent Non-Executive Chairman of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Dato' Che Halin Bin Mohd Hashim pursuant to the exercise of such Options under the Proposed ESOS.”

ORDINARY RESOLUTION 3

PROPOSED GRANTING OF ESOS OPTIONS TO LIM CHIN SIU

“**THAT**, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Lim Chin Siu, being the Managing Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Lim Chin Siu pursuant to the exercise of such Options under the Proposed ESOS."

ORDINARY RESOLUTION 4

PROPOSED GRANTING OF ESOS OPTIONS TO TAN CHYI BOON

"**THAT**, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Tan Chyi Boon, being the Executive Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Tan Chyi Boon pursuant to the exercise of such Options under the Proposed ESOS."

ORDINARY RESOLUTION 5

PROPOSED GRANTING OF ESOS OPTIONS TO CHIAU HAW CHOON

"**THAT**, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Chiau Haw Choon, being the Non-Independent Non-Executive Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Chiau Haw Choon pursuant to the exercise of such Options under the Proposed ESOS."

ORDINARY RESOLUTION 6

PROPOSED GRANTING OF ESOS OPTIONS TO GAN TECK HOOI

"**THAT**, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Gan Teck Hooi, being the Independent Non-Executive Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Gan Teck Hooi pursuant to the exercise of such Options under the Proposed ESOS."

ORDINARY RESOLUTION 7

PROPOSED GRANTING OF ESOS OPTIONS TO FONG SHIN NI

“THAT, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Fong Shin Ni, being the Independent Non-Executive Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Fong Shin Ni pursuant to the exercise of such Options under the Proposed ESOS.”

ORDINARY RESOLUTION 8

PROPOSED GRANTING OF ESOS OPTIONS TO CHONG CHUN SHIONG

“THAT, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Chong Chun Shiong, being the Group Chief Executive Officer of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Chong Chun Shiong pursuant to the exercise of such Options under the Proposed ESOS.”

ORDINARY RESOLUTION 9

PROPOSED GRANTING OF ESOS OPTIONS TO TAN PAW BOON

“THAT, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Tan Paw Boon, being a person connected with a director and a major shareholder of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Tan Paw Boon pursuant to the exercise of such Options under the Proposed ESOS.”

ORDINARY RESOLUTION 10

PROPOSED GRANTING OF ESOS OPTIONS TO TAN QI JIE

"THAT, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Tan Qi Jie, being a person connected with a director and a major shareholder of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Tan Qi Jie pursuant to the exercise of such Options under the Proposed ESOS."

ORDINARY RESOLUTION 11

PROPOSED GRANTING OF ESOS OPTIONS TO DATUK SERI CHIAU BENG TEIK

"THAT, contingent upon the passing of Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given for the Company to offer and to grant to Datuk Seri Chiau Beng Teik, being a major shareholder and a person connected with a Director of the Company, Options to subscribe for such number of ordinary shares of Solarvest under the Proposed ESOS **PROVIDED THAT** not more than 10% of the new ordinary shares of Solarvest under the Proposed ESOS shall be allocated to any individual eligible participant, who, either singly or collectively through persons connected with him/her, holds 20% or more of the issued share capital of Solarvest;

AND subject always to such terms and conditions of the Proposed ESOS as may, from time to time, be modified, varied and/or amended in accordance with the provisions of the By-Laws governing and constituting the Proposed ESOS;

AND THAT approval be and is hereby given to the Board to allot and issue such number of Solarvest Shares to Datuk Seri Chiau Beng Teik pursuant to the exercise of such Options under the Proposed ESOS."

BY ORDER OF THE BOARD

Teo Soon Mei (SSM PC No. 201908000235) (MAICSA 7018590)
Ng Shu Fern (SSM PC No. 201908001840) (MAICSA 7062881)
Company Secretaries

Kuala Lumpur
11 September 2020

Notes:

- (1) *The EGM of the Company will be held as a virtual meeting through live streaming and online remote voting using the RPV facilities via TIIH Online website at <https://tiih.online>. Please refer to the Administrative Guide for the EGM for the procedures to register, participate and vote remotely at the EGM through the RPV facilities.*
- (2) *In compliance with Section 327(2) of the Companies Act 2016, the Chairman shall be present at the main venue of the meeting in Malaysia and in line with the Securities Commission Malaysia's Guidance Note on the Conduct of General Meetings for Listed Issuers, the broadcast venue will be strictly limited to only essential individuals for organising and conducting the virtual EGM. No member(s) and/or proxy(ies) and/or corporate representative(s) and/or attorney(s) will be allowed to be physically present nor enter the broadcast venue on the day of the EGM.*
- (3) *A member who is entitled to attend and vote at the EGM shall be entitled to appoint not more than two (2) proxies to attend, participate and vote on his /her behalf at the same meeting. A proxy may but need not be a member of the Company, and need also not be an advocate, an approved company auditor or a person approved by the registrar of the Company. Where a member appoints two (2) proxies to attend the same meeting, the member shall specify the proportion of his/her shareholding to be represented by each proxy, failing which the appointment shall be invalid.*

- (4) *Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, he/she 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. The appointment of two (2) proxies in respect of any particular securities account shall be invalid unless the authorised nominee specifies the proportion of its shareholding to be represented by each proxy.*
- (5) *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (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. The appointment of 2 or more proxies in respect of any particular omnibus account shall be invalid unless the exempt authorised nominee specifies the proportion of its shareholding to be represented by each proxy.*
- (6) *The instrument appointing a proxy and the power of attorney or other authority, if any, shall be in writing under the hand of appointer or of his attorney duly authorised in writing or a copy of that power of attorney, certified by an advocate and solicitor, or where the appointer is a corporation, either under the corporation's common seal or under the hand of an officer or attorney duly authorised. Any alteration in the proxy form must be initialled.*
- (7) *The instrument appointing a proxy, a power of attorney or other authorities, where it is signed and certified shall be deposited at the Share Registrar's office, Tricor Investor & Issuing House Services Sdn. Bhd. at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia or alternatively, at the Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia not less than forty eight (48) hours before the time appointed for holding the EGM or at any adjournment thereof at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.*
- (8) *Pursuant to Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad, all the resolutions set out in this Notice of EGM will be put to vote by poll.*
- (9) *Depositors whose names appear in the Record of Depositors as at 18 September 2020 shall be entitled to attend, participate and vote at the EGM, or to appoint proxy(ies) to attend, participate and vote on their behalf.*
- (10) *Those proxy forms which are indicated with "v" in the spaces provided to show how the votes are to be cast will also be accepted.*

Personal data privacy:

By submitting an instrument appointing proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company:

- (i) consents to the collection, use and disclose of the member's personal data by the Company (or its agents) for the purpose of processing and the administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agent) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes");
- (ii) warrants that the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclose of the proxy(ies) and/or representative(s) personal data by the Company for the Purposes; and
- (iii) agrees 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 warranty.

SOLARVEST[®]

SOLARVEST HOLDINGS BERHAD
(Registration No. 201701033607 (1247778-U))
(Incorporated in Malaysia)

PROXY FORM

Number of Shares Held

*I/We _____
of _____
with email: _____ and mobile phone no. _____
being a member / members of **Solarvest Holdings Berhad** [Registration No. 201701033607 (1247778-U)], hereby appoint(s):-

Full Name (in Block) [Proxy 1]	NRIC/Passport No.	Proportion of shareholding	
		No of shares	%
Address:			
Email Address:			
Mobile Phone No.:			

and

Full Name (in Block) [Proxy 2]	NRIC/Passport No.	Proportion of shareholding	
		No of shares	%
Address:			
Email Address:			
Mobile Phone No.:			

or failing him/her, THE CHAIRMAN OF THE MEETING as *my/our proxy to vote for *me/us on *my/our behalf at the Extraordinary General Meeting ("EGM") of the Company to be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("RPV") facilities via TIIH Online website at <https://tjih.online> from the broadcast venue at Tricor Business Centre, Manuka 2 & 3 Meeting Room, Unit 29-01, Level 29, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia, on Monday, 28 September 2020, 11.00 a.m. or immediately after the conclusion of the Company's Third Annual General Meeting, whichever is later, or at any adjournment thereof (as the case may be) and to vote as indicated below:

RESOLUTIONS		FOR	AGAINST
ORDINARY RESOLUTION 1	PROPOSED ESOS		
ORDINARY RESOLUTION 2	PROPOSED GRANTING OF ESOS OPTIONS TO DATO' CHE HALIN BIN MOHD HASHIM		
ORDINARY RESOLUTION 3	PROPOSED GRANTING OF ESOS OPTIONS TO LIM CHIN SIU		
ORDINARY RESOLUTION 4	PROPOSED GRANTING OF ESOS OPTIONS TO TAN CHYI BOON		
ORDINARY RESOLUTION 5	PROPOSED GRANTING OF ESOS OPTIONS TO CHIAU HAW CHOON		
ORDINARY RESOLUTION 6	PROPOSED GRANTING OF ESOS OPTIONS TO GAN TECK HOOI		
ORDINARY RESOLUTION 7	PROPOSED GRANTING OF ESOS OPTIONS TO FONG SHIN NI		
ORDINARY RESOLUTION 8	PROPOSED GRANTING OF ESOS OPTIONS TO CHONG CHUN SHIONG		
ORDINARY RESOLUTION 9	PROPOSED GRANTING OF ESOS OPTIONS TO TAN PAW BOON		
ORDINARY RESOLUTION 10	PROPOSED GRANTING OF ESOS OPTIONS TO TAN QI JIE		
ORDINARY RESOLUTION 11	PROPOSED GRANTING OF ESOS OPTIONS TO DATUK SERI CHIAU BENG TEIK		

Please indicate with an "X" in the above columns how you wish your vote to be casted. In the absence of specific direction, your proxy(ies) may vote or abstain at his/her discretion.

* Delete if not applicable.

Dated this _____ day of _____ 2020

Signature/Common Seal of member

Tel No: _____



Notes:

- (1) *The EGM of the Company will be held as a virtual meeting through live streaming and online remote voting using the RPV facilities via TIIH Online website at <https://tiah.online>. Please refer to the Administrative Guide for the EGM for the procedures to register, participate and vote remotely at the EGM through the RPV facilities.*
- (2) *In compliance with Section 327(2) of the Companies Act 2016, the Chairman shall be present at the main venue of the meeting in Malaysia and in line with the Securities Commission Malaysia's Guidance Note on the Conduct of General Meetings for Listed Issuers, the broadcast venue will be strictly limited to only essential individuals for organising and conducting the virtual EGM. No member(s) and/or proxy(ies) and/or corporate representative(s) and/or attorney(s) will be allowed to be physically present nor enter the broadcast venue on the day of the EGM.*
- (3) *A member who is entitled to attend and vote at the EGM shall be entitled to appoint not more than two (2) proxies to attend, participate and vote on his/her behalf at the same meeting. A proxy may but need not be a member of the Company, and need also not be an advocate, an approved company auditor or a person approved by the registrar of the Company. Where a member appoints two (2) proxies to attend the same meeting, the member shall specify the proportion of his/her shareholding to be represented by each proxy, failing which the appointment shall be invalid.*
- (4) *Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, he/she 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. The appointment of two (2) proxies in respect of any particular securities account shall be invalid unless the authorised nominee specifies the proportion of his/her shareholding to be represented by each proxy.*
- (5) *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (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.*
- (6) *The instrument appointing a proxy and the power of attorney or other authority, if any, shall be in writing under the hand of appointer or of his attorney duly authorised in writing or a copy of that power of attorney, certified by an advocate and solicitor, or where the appointer is a corporation, either under the corporation's common seal or under the hand of an officer or attorney duly authorised. Any alteration in the proxy form must be initialled.*
- (7) *The instrument appointing a proxy, a power of attorney or other authorities, where it is signed and certified shall be deposited at the Share Registrar's office, Tricor Investor & Issuing House Services Sdn. Bhd. at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia or alternatively, at the Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia not less than forty eight (48) hours before the time appointed for holding the EGM or at any adjournment thereof at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.*
- (8) *Pursuant to Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad, all the resolutions set out in this Notice of EGM will be put to vote by poll.*
- (9) *Depositors whose names appear in the Record of Depositors as at 18 September 2020 shall be entitled to attend, participate and vote at the EGM, or to appoint proxy(ies) to attend, participate and vote on their behalf.*
- (10) *Those proxy forms which are indicated with "v" in the spaces provided to show how the votes are to be cast will also be accepted.*

Personal data privacy:

By submitting an instrument appointing proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, the member of the Company accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 11 September 2020.

Fold this flap for sealing

Then fold here

AFFIX
STAMP

THE SHARE REGISTRAR OF SOLARVEST HOLDINGS BERHAD
(Registration No. 201701033607 (1247778-U))
c/o: Tricor Investor & Issuing House Services Sdn Bhd
Unit 32-01, Level 32, Tower A
Vertical Business Suite, Avenue 3
Bangsar South
No. 8, Jalan Kerinchi
59200 Kuala Lumpur

1st fold here

