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 adviser immediately.

Bursa Malaysia Securities Berhad 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. You should rely on your own evaluation to assess the merits and risks of the proposal as set out in this Circular.

MALAYSIA AICA BERHAD

(Company No 8235-K)
(Incorporated in Malaysia under the Companies Act, 1965)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

(I) PROPOSED ACQUISITION BY MALAYSIA AICA BERHAD ("MAICA" OR THE "COMPANY") OF THE DEVELOPMENT RIGHTS AND INTEREST HELD BY CANGKAT NUSANTARA SDN BHD ("CNSB") TO A COMMERCIAL DEVELOPMENT PROJECT KNOWN AS "TRIVO, SURIA JELUTONG" BEING CARRIED OUT ON A PARCEL OF DEVELOPMENT LAND PREVIOUSLY HELD UNDER GERAN 104810, LOT 76110, MUKIM DAMANSARA, DAERAH PETALING, NEGERI SELANGOR ("LAND 1"), WHICH COMPRISES 30 UNITS OF DOUBLE STOREY SHOP OFFICES TOGETHER WITH INFRASTRUCTURES CONSTRUCTED OR TO BE CONSTRUCTED ON THE LAND 1 ("PROJECT") FOR A TOTAL PURCHASE CONSIDERATION OF RM25.00 MILLION;

(II) PROPOSED ACQUISITION BY MAICA OF ANOTHER PARCEL OF DEVELOPMENT LAND HELD UNDER GERAN 104806, LOT 76106, MUKIM DAMANSARA, DAERAH PETALING, NEGERI SELANGOR FROM CNSB FOR A TOTAL PURCHASE CONSIDERATION OF RM31.00 MILLION; AND

(III) PROPOSED DIVERSIFICATION OF THE EXISTING CORE BUSINESSES OF MAICA AND ITS SUBSIDIARIES TO INCLUDE PROPERTY DEVELOPMENT BUSINESS

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Adviser

RHB Investment Bank Berhad
(Company No. 19663-P)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Notice of the Extraordinary General Meeting ("EGM") of Maica, to be held at Seri Pacific Hotel Kuala Lumpur, Bunga Kenanga Room, Level 3, Jalan Putra, 50480 Kuala Lumpur, Malaysia on Monday, 20 January 2014 at 10.30 a.m. together with the Form of Proxy are enclosed in this Circular.

You are entitled to attend and vote at the EGM. Should you be unable to attend the EGM, you are entitled to appoint a proxy or proxies (but not more than two) to attend and to vote on your behalf. In such event, you are advised to refer to the Notice of the EGM and the Form of Proxy that are enclosed in this Circular and complete and deposit the Form of Proxy with the Company's Share Registrars, Tricor Investor Services Sdn Bhd, Level 17, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia on or before the date and time indicated below. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the EGM should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy	:	Saturday, 18 January 2014 at 10.30 a.m.
Date and time of the EGM	:	Monday, 20 January 2014 at 10.30 a.m.

This Circular is dated 2 January 2014

DEFINITIONS

In this Circular and the accompanying appendices, the following abbreviations shall have the following meanings unless otherwise stated:

"Act"	:	Companies Act, 1965
"Board"	:	Board of directors of Maica
"Booked Units"	:	The units of Shop Offices for which CNSB has received bookings from potential End Purchasers but which are pending execution of relevant Shop Office SPA.
"Bursa Securities"	:	Bursa Malaysia Securities Berhad (Company No. 635998-W)
"Circular"	:	This circular to the shareholders of Maica dated 2 January 2014
"CNSB" or "Vendor"	:	Cangkat Nusantara Sdn Bhd (Company No. 844903-W)
"Consideration Shares"	:	Project Consideration Shares and Land 2 Consideration Shares, collectively
"End Purchaser"	:	Purchasers of the Shop Offices under the Subdivided Titles pursuant to the Shop Office SPAs
"End Financiers"	:	End-financiers who have granted loans to the relevant End Purchasers to finance the purchase of the relevant Shop Offices
"EGM"	:	Extraordinary general meeting
"EPS"	:	Earnings per Share
"FYE"	:	Financial year ended/ending
"Issue Price"	:	RM0.50, being the issue price for each of the Consideration Shares
"Land 1"	:	Parcel of development land previously held under Geran 104810, Lot 76110, Mukim Damansara, Daerah Petaling, Negeri Selangor
"Land 2"	:	Parcel of development land held under Geran 104806, Lot 76106, Mukim Damansara, Daerah Petaling, Negeri Selangor
"Land 2 Consideration Shares"	:	20,000,000 new Maica Shares to be issued pursuant to the Proposed Land Acquisition
"Land 2 Purchase Consideration"	:	Purchase consideration of RM31.00 million to be satisfied via payment of RM21.00 million in cash and the issuance of the Land 2 Consideration Shares pursuant to the Proposed Land Acquisition
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities
"LPD"	:	20 December 2013, being the latest practicable date before the printing of this Circular
"Maica" or the "Company"	:	Malaysia Aica Berhad (Company No. 8235-K)
"Maica Group" or "the Group"	:	Maica and its subsidiaries
"Maica Share(s)" or "Share(s)"	:	Ordinary share(s) of RM0.50 each in Maica
"NA"	:	Net assets
"NBV"	:	Net book value
"PBR"	:	Price-to-book ratio
"PBT"	:	Profit before taxation
"PER"	:	Price-to-earnings ratio
"PPA"	:	The project purchase agreement dated 23 October 2013 entered into between Maica and CNSB in relation to the Proposed Project Acquisition

"Project"	:	A commercial development project known as "Trivo, Suria Jelutong" being carried out on Land 1, which comprises the Shop Offices together with infrastructures constructed or to be constructed on the Land 1
"Project Consideration Shares"	:	8,000,000 new Maica Shares to be issued pursuant to the Proposed Project Acquisition
"Project Purchase Consideration"	:	Purchase consideration of RM25.00 million to be satisfied via payment of RM21.00 million in cash and the issuance of the Project Consideration Shares pursuant to the Proposed Project Acquisition
"Proposals"	:	Proposed Acquisitions and Proposed Diversification, collectively
"Proposed Acquisitions"	:	Proposed Project Acquisition and Proposed Land Acquisition, collectively
"Proposed Diversification"	:	Proposed diversification of Maica Group's existing core businesses to include property development business
"Proposed Land Acquisition"	:	Proposed acquisition by Maica of Land 2 from CNSB for a total purchase consideration of RM31.00 million to be satisfied via payment of RM21.00 million in cash and the issuance of the Land 2 Consideration Shares.
"Proposed Project Acquisition"	:	Proposed acquisition by Maica of the development rights and interest held by CNSB to the Project for a total purchase consideration of RM25.00 million to be satisfied via payment of RM21.00 million in cash and the issuance of the Project Consideration Shares.
"RHBIB"	:	RHB Investment Bank Berhad (Company No. 19663-P)
"RPGT"	:	Real property gains tax
"Shop Offices"	:	30 units of double-storey shop offices currently being developed on Land 1 under the Project
"Shop Office SPAs"	:	The respective sale and purchase agreements entered into or to be entered into between the Vendor with the End Purchasers for the sale and purchase of the relevant Shop Offices
"SPA"	:	The sale and purchase agreement dated 23 October 2013 entered into between Maica and CNSB in relation to the Proposed Land Acquisition
"Subdivided Title"	:	Original individual issue documents of title to the Shop Offices
"RM" and "sen"	:	Ringgit Malaysia and sen respectively
"Valuation Reports"	:	The valuation reports prepared by the Valuer both dated 17 October 2013 to assess the market value of the Project and the Land 2 respectively
"Valuer"	:	Messrs. C H Williams Talhar & Wong (Company No. 18149-U), the independent registered valuer appointed by Maica to undertake the valuation for the Project pursuant to the Proposed Project Acquisition and the Land 2 pursuant to the Proposed Land Acquisition
"VWAMP"	:	Volume weighted average market price

Words incorporating the singular shall, where applicable, include the plural and vice versa and words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include a corporation, unless otherwise specified.

Any reference in this Circular to any statute is a reference to that statute as for the time being amended or re-enacted. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

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

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LETTER TO THE SHAREHOLDERS OF MAICA CONTAINING:

MALAYSIA AICA BERHAD
(Company No 8235-K)
(Incorporated in Malaysia under the Companies Act, 1965)

Registered Office:
8-3, Jalan Segambut
51200 Kuala Lumpur

2 January 2014

The Board of Directors:

Lim Jian Hoo (*Chairman, Non-Independent Non-Executive Director*)
Thor Poh Seng (*Executive Director*)
Boon Shi Hou (*Executive Director*)
Teh Kay Yeong (*Independent Non-Executive Director*)
Wong Hok Yim (*Non-Independent Non-Executive Director*)
Haji Azizzuddin bin Haji Hussein (*Independent Non-Executive Director*)
Koong Wai Seng (*Independent Non-Executive Director*)

To: The shareholders of Malaysia Aica Berhad

Dear Sir/Madam,

(I) PROPOSED PROJECT ACQUISITION;

(II) PROPOSED LAND ACQUISITION; AND

(III) PROPOSED DIVERSIFICATION

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1. INTRODUCTION

On 23 October 2013, on behalf of the Board, RHBIB announced that Maica had on the same date entered into the following agreements with CNSB:

(i) project purchase agreement for the acquisition by Maica of the development rights and interest held by the Vendor to the Project for a total purchase consideration of RM25.00 million to be settled in accordance with the terms disclosed in Section 2.3 of this Circular; and

(ii) sale and purchase agreement for the acquisition by Maica of Land 2 from CNSB for a total purchase consideration of RM31.00 million to be settled in accordance with the terms disclosed in Section 3.3 of this Circular.

In conjunction with the Proposed Acquisitions, on behalf of the Board, RHBIB had on 23 October 2013 announced that the Company proposes to undertake a proposed diversification of the business of Maica Group to include property development business.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE THE SHAREHOLDERS OF MAICA WITH THE RELEVANT INFORMATION ON THE PROPOSALS AS WELL AS TO SEEK THE APPROVAL FROM THE SHAREHOLDERS OF MAICA FOR THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF THE FORTHCOMING EGM AND THE FORM OF PROXY ARE ENCLOSED TOGETHER WITH THIS CIRCULAR.

SHAREHOLDERS OF MAICA ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED PROJECT ACQUISITION

2.1 Details of the Proposed Project Acquisition

On 23 October 2013, Maica entered into the PPA whereby the Vendor shall sell and Maica shall purchase the Project, comprising:

(i) the rights and interests that the Vendor holds in and to the Shop Offices under the Subdivided Titles which have been duly issued and registered in the name of the Vendor:

   (a) free from any encumbrances;

   (b) save for the Shop Offices for which the respective Shop Office SPAs have been entered into, with vacant possession;

   (c) subject to the rights and interests of the End Purchasers and/or the End Financiers under the Shop Office SPAs;

   (d) subject to all restrictions in interest and conditions of title, whether express or implied, affecting the Subdivided Titles;

   (e) subject to the existing category of land use affecting the Subdivided Titles; and

   (f) on the basis that each of the warranties, representations and undertakings of the Vendor as set out in the PPA relating to the Shop Offices and the Subdivided Titles are true and accurate in all respects;

   (collectively, the "**Land Rights**"); and

(ii) all the development rights, benefits, interests and obligations held by the Vendor in respect of the Project ("**Development Rights**"):

   (a) subject to the subsisting Contracts *(as defined in section 2.1 (iv) below)*; and

   (b) on the basis that each of the warranties, representations and undertakings of the Vendor under the PPA relating to the Development Rights and the Project are true and accurate in all respects.

As of the LPD, the Vendor has:

(i) pursuant to various Shop Office SPAs, sold 27 units of the Shop Offices to End-Purchasers and the Vendor has entered into the Shop Office SPAs with these End-Purchasers and collected part payments amounting to approximately RM20.99 million from the respective End Purchasers for the sale of the relevant Shop Offices ("**Sold Units**");

(ii) received bookings from potential End Purchasers for the remaining three (3) Booked Units and collected booking fees of RM50,000 per Booked Unit pending the signing of the Shop Offices SPAs;

(iii) furnished letters of undertaking to the End Financiers, undertaking, amongst others, to apply and obtain the Subdivided Titles from the relevant authority and to deliver the same to the End Financiers free from encumbrances;

(iv) appointed a team of professionals including, amongst others, architects, engineers, quantity surveyors, licensed land surveyors, project managers, project architect, project co-ordinators and contractors in connection with the construction and development of the Project ("**Professionals**"); and

(v) entered into contract(s)/agreement(s) and/or granted letter(s) of award with the team of Professionals in respect of the building works, designing, planning, constructing, completing all infrastructure, buildings, structures and property and other work to be carried out in connection with the implementation of the Project ("**Contracts**").

The Vendor is entitled to retain the Pre-Computation Date Progressive Payments *(as defined in Section 2.2(iv))* which means collectively:

(i) for the Sold Units, such progressive billings as at (and inclusive of) 30 September 2013 which have been collected from the End Purchasers and/or End Financiers out of the amount which have been billed in accordance with schedule of billing under the Shop Office SPAs; and

(ii) for the Booked Units, such amount of booking fees collected from the End Purchasers.

In the event of cancellation of the Shop Office SPAs by the End Purchasers, details of the refund for payments made by End Purchasers is set out in Sections 2.2(iv)(c) and (d).

The details of the Project and Land 1 are set out in Section 6.1 of this Circular.

2.2 Salient terms of the PPA

(i) Conditions precedent

The PPA is conditional upon the following conditions precedent being obtained/ fulfilled within three (3) months from the date of the PPA, or such later date as the parties may mutually agree upon ("**PPA Cut-Off Date**"):

(a) the approval of the shareholders of Maica at an EGM to be convened for the Proposed Project Acquisition (including the issuance of the Project Consideration Shares towards part payment of the Project Purchase Consideration) and the Proposed Diversification;

(b) a power of attorney to be granted by the Vendor in favour of Maica in respect of the Project, the planning permission, layout plan, building plan and other licences, consents and approvals obtained in respect of the Project and the Development Rights being deposited with Maica's solicitors to hold in escrow and deal with it in accordance with terms and conditions of the PPA and all other documents which it is incumbent upon the Vendor to produce and/or sign as documents necessary to enable Maica to receive and assume conduct and control of the Development Rights;

(c) the notices in writing from the Vendor addressed to the End Purchasers, the End Financiers, the Professionals and such other third parties in which for the sale and vesting, conferment, granting, assignment and/or transfer by the Vendor in favour of Maica or its nominee(s) of the Project, the Shop Offices, the Subdivided Titles and the Development Rights, informing of the Proposed Project Acquisition upon the terms and conditions acceptable to Maica, being delivered by the Vendor and copied to Maica and acknowledgements of receipt of the same having been delivered to Maica in the manner as set out in the PPA;

(d) the redemption statement and undertaking of OCBC Bank (Malaysia) Berhad, being the chargee endorsed on the Subdivided Titles ("**Chargee**") and the approval or consent of the Chargee for, *inter alia*, the proposed disposal by the Vendor and acquisition by Maica of the Shop Offices and the Subdivided Titles as contemplated under the PPA, where required;

(e) the approval or consent of any other party which has entered into any subsisting arrangement, contract or undertaking with the Vendor in respect of the Project, where required, in each case to the extent that at the PPA Completion Date *(as defined in Section 2.3 below)* the same shall remain to be completed or performed or remain in force;

(f) the approval or consent of Bursa Securities or any other relevant regulatory authority or foreign authority or person, on terms acceptable to Maica, where required, including the approval or consent of Bursa Securities for the listing of and quotation for the Project Consideration Shares. As at the LPD, Maica is not aware of any other regulatory approvals required; and

(g) any other approvals/consents of any authorities or parties as may be deemed necessary by the parties.

(collectively, the "**PPA Conditions Precedent**")

The PPA shall become unconditional on the date when all the PPA Conditions Precedent have been obtained/fulfilled or waived (as the case may be) in accordance with the terms of the PPA ("**PPA Unconditional Date**").

(ii) Termination in the event any PPA Conditions Precedent is not fulfilled

If –

(a) on the expiry of the PPA Cut-Off Date, any of the PPA Conditions Precedent shall have been refused and appeal or appeals to the relevant authorities or persons against such refusal have not been successful;

(b) on the expiry of the PPA Cut-Off Date, any of the PPA Conditions Precedent have not been obtained or fulfilled; or

(c) at any time prior to the expiry of the PPA Cut-Off Date, any of the PPA Conditions Precedent shall have been granted subject to terms and conditions which are not acceptable to Maica being terms and conditions which affect Maica, and further representations to the relevant authorities or persons to vary such terms and conditions have not been successful, and Maica is not willing to accept such terms and conditions then imposed by the relevant authorities or persons,

then Maica shall be entitled to terminate the PPA by giving a notice of termination to the Vendor whereupon the Vendor shall return, refund and repay to Maica any and all moneys (including the PPA Deposit *(as defined in Section 2.3 below)* received by it towards account of the Project Purchase Consideration, free of interest and thereafter, the parties shall not have any further rights under the PPA except in respect of –

(a) any obligation under the PPA which is expressed to apply after the termination of the PPA; and

(b) any rights or obligations which have accrued in respect of any breach of any of the provisions of the PPA to either party prior to such termination.

(iii) Vendor's right to terminate

The Vendor shall be entitled to issue a notice of termination to Maica if, at any time prior to the PPA Completion Date *(as defined in Section 2.3)*:

(a) Maica fails, refuses to neglects to pay the remaining balance of the Project Purchase Consideration on or before the Completion Date;

(b) Maica commits any continuing or material breach of any of its obligations under the PPA which:

(aa) is incapable of remedy; or

(bb) if capable of remedy, is not remedied within 14 days of it being given notice to do so;

(c) a petition is presented (and such petition is not stayed or struck-out within 30 business days of the petition being served) or an order is made or a resolution is passed for the winding up of Maica;

(d) an administrator or receiver or receiver and manager is appointed over, or distress, attachment or execution is levied or enforced upon, any part of the assets or undertaking of Maica;

(e) Maica becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as and when they fall due or eneter into any composition or arrangement with its creditors or make a general assignment for the benefit of its creditors; or

(f) Maica ceases or threatens to cease or carry on the whole or any substantial part of its business (except for the purposes of a bona fide reconstruction or amalgamation which would not result or cause any failure or inability to duly perform or fulfil any obligation under this agreement).

(iv) Pre-completion receivables and liabilities in connection with the Project

For the purpose of computing the receivables to be transferred to and the liabilities to be assumed by Maica in connection with the Project, the parties agree that the cut-off and apportionment date falls on 30 September 2013 ("**Computation Date**").

The Vendor covenants and undertakes that:

(a) all progressive payments billable and payable by End Purchasers after the Computation Date ("**Post-Computation Date Progressive Payments**") shall belong to Maica absolutely. Pending the transfer of the Post-Computation Date Progressive Payments to Maica on completion in accordance with the provisions of the PPA, the Vendor shall hold any and all Post-Computation Date Progressive Payments held by or received by the Vendor or its affiliates in trust as bare trustee for Maica provided that the Vendor shall be authorised to utilise any such payments received by the Vendor for making project payments incurred by the Vendor in respect of the liabilities assumed by Maica post Computation Date; and

(b) any and all receivables accruing to the Vendor prior to the Computation Date but paid to the Vendor after the Computation Date shall belong to Maica absolutely, be held in trust by the Vendor for Maica and shall be paid to Maica on completion in accordance with the provisions of the PPA.

The parties expressly acknowledge and covenant as follows:

(a) all progressive payments collected prior to Computation Date ("**Pre-Computation Date Progressive Payments**") shall not form part of the receivables payable or transferrable to Maica upon completion and the Vendor shall be entitled to retain the Pre-Computation Date Progressive Payments;

(b) the amount absorbed/borne by the Vendor for the benefit of the End Purchasers by way of credit notes issued as at (and inclusive of) the Computation Date on the progressive billings prior to the Computation Date ("**Pre-Computation Date Discounts**") shall be wholly borne by the Vendor;

(c) in the event that any of the Shop Office SPAs is terminated otherwise than due to the breach and default of the relevant End Purchaser and accordingly, the entire or any part of the Pre-Computation Date Progressive Payment attributable to such Shop Office SPA is liable/due to be refunded to the End Purchaser in accordance with the terms of the Shop Office SPA, the Vendor acknowledges and agrees that it shall be the Vendor's obligation and responsibility to refund the Pre-Computation Date Progressive Payment attributable to such Shop Office SPA from its own funds; and

(d) if Maica shall subsequently enter into a new Shop Office SPA for the same unit, Maica shall reimburse and pay to the Vendor from the amount received by Maica in respect of such unit, such sum equivalent to the amount earlier refunded by the Vendor (which in any event shall not be more than the amount of the Pre-Computation Date Progressive Payment attributable to such Shop Office SPA) and Maica shall be entitled to all the Post Computation Date Progressive Payment payable by the relevant End Purchaser and/or End Financier in respect of such unit without having to account to the Vendor for any additional sum(s).

The amount of Post-Computation Date Progressive Payments receivable by Maica is RM52.69 million. Pursuant to the PPA, Maica shall on completion of the PPA, assume all debts, liabilities, duties and obligations of the Vendor in respect of the Project as at the Computation Date, which includes approximately RM11.69 million (being fees payable to Professionals in connection to the Project).

Further, Maica and the Vendor had agreed on the Computation Date to enable the Valuer to prepare an indicative value of the Project which was used as the basis for determining the Project Purchase Consideration.

(v) Post-completion obligations

Within 90 days following the PPA Completion Date, the Vendor shall, at its own costs and expenses, take all necessary steps and action to –

(a) procure all relevant parties to execute:

(i) the deeds of novation in respect of the Shop Office SPAs to be entered into between the Vendor, Maica and the relevant End Purchasers;

(ii) such letter, agreement, document or exchange of correspondences to record/evidence the release of the letter of undertaking furnished by the Vendor to the End Financiers in respect of the Project, as may be mutually agreed upon between the relevant End Financiers and Maica, and such letter, agreement, document or exchange of correspondences to record/evidence fresh letter(s) of undertaking to be issued by Maica to the End Purchasers as may be mutually agreed between Maica and the relevant End Financiers;

(iii) deeds of novation in respect of the Contract to be entered into amongst the Vendor (as outgoing party), Maica (as incoming party) and the respective Professionals; and

(collectively (i), (ii) and (iii) are to be referred to as the "**Post Completion Documents**"); and

(b) deliver the original duly executed and stamped Post-Completion Documents to Maica,

provided that Maica shall execute and/or provide the Vendor with such necessary documents and information required of Maica in connection with procuring the Post Completion Documents.

(vi) RPGT

The Vendor shall keep Maica indemnified against all claims, costs, damages, fines or penalties which may be brought, suffered or levied against Maica as a result of the Vendor not complying with any of the provisions of the Income Tax Act, 1967 and/or Real Property Gains Tax Act 1976, including any claims by the Director-General of Inland Revenue arising from any default in payment of any RPGT payable on the disposal of the Shop Offices, the Subdivided Titles, the Land Rights and the Development Rights pursuant to the PPA.

(vii) Termination of PPA

(a) Each party shall be entitled to issue a notice of termination to the other party at any time prior to completion of the PPA if, *inter alia*, the other party commits any continuing or material breach of any of its obligations under the PPA which is incapable of remedy or if capable of remedy, is not remedied within 14 days of it being given notice so to do.

(b) If the PPA is terminated by the Vendor as a result of any breach or default attributable to Maica, the Vendor shall, within 14 days after the notice of termination, return to Maica all documents, if any, delivered to it by or on behalf of Maica, return, refund and repay to Maica or Maica's solicitors any and all moneys (excluding the PPA Deposit) free of interest and return or surrender for cancellation the Project Consideration Shares received by it towards account of the Project Purchase Consideration and the PPA Deposit will be absolutely forfeited in favour of the Vendor as agreed liqudated damages. Maica shall, within 14 days after its receipt of the notice of termination, return to the Vendor or the Vendor's solicitors all documents, if any, delivered to it by or on behalf of the Vendor and take the necessary steps to remove and withdraw all caveats or other encumbrances entered or caused to be entered by Maica over the Shop Offices and the Subdivided Titles (if any).

(c) If the PPA is terminated by Maica as a result of any breach or default attributable to the Vendor, the Vendor shall, within 14 days after its receipt of the notice of termination, return to Maica or Maica's solicitors all documents, if any, delivered to it by or on behalf of Maica, return, refund and repay to Maica any and all moneys (including the PPA Deposit) together with all accrued interest, if any, and return or surrender for cancellation any Project Consideration Shares received by it towards account of the Project Purchase Consideration and if Maica elects not to pursue the specific performance remedy to compel the Vendor to complete the transaction contemplated in the PPA, the Vendor must pay a sum equivalent to 10% of the Project Purchase Consideration as agreed liquidated damages to Maica. In exchange for the performance by the Vendor of such obligations, Maica shall, within 14 days after the notice of termination, return to the Vendor or the Vendor's solicitors all documents, if any, delivered to it by or on behalf of the Vendor and remove and withdraw all caveats or other encumbrances entered or caused to be entered by Maica over the Shop Offices and the Subdivided Titles (if any).

2.3 Purchase Consideration of the Project

The Project Purchase Consideration of RM25.00 million was arrived at based on the market value of the Project in respect of the valuation carried out by the Valuer and shall be satisfied by Maica in the following manner:

Breakdown of payment	Terms of payment	RM
PPA Deposit	Cash payment upon execution of the PPA as deposit and part payment of the Project Purchase Consideration to Maica's solicitors as stakeholders to hold and deal with in accordance with the terms of the PPA, which was paid by Maica on 23 October 2013.	2,500,000
PPA balance purchase consideration	Subject to the Vendor having *inter alia* settled the redemption sum payable to the Chargee at its own costs and expenses, within 30 days after the PPA Unconditional Date, or such other date as may be agreed upon between the parties ("**PPA Completion Date**"):	
	(i) issue and allot the Project Consideration Shares (being 8,000,000 new Maica Shares) at the Issue Price to the Vendor or its nominees*; and	4,000,000
	(ii) cash payment of RM18.5 million ("**Project Cash Consideration**"), subject to Project Purchase Consideration Adjustment *(as defined below),* to the Vendor's solicitors as stakeholder to hold and deal with in accordance with the PPA.	18,500,000
	Total	25,000,000

Note:

* *The Vendor intends to nominate Datuk Ter Leong Yap to receive the 8,000,000 Project Consideration Shares on behalf of the Vendor in accordance with Clause 4.4 of the PPA.*

In the event that a revision is made to the abovementioned market value in compliance with the Securities Commission's Asset Valuation Guidelines in respect of the valuation carried out by the Valuer, the parties shall review and endeavour to mutually agree in good faith on a revised Project Purchase Consideration within 30 days following such variation/adjustment taking effect ("**Project Purchase Consideration Adjustment**"). Any variation/adjustment of the Project Purchase Consideration will be varied/adjusted from the Project Cash Consideration.

2.4 Basis and justification for arriving at the Project Purchase Consideration

The Project Purchase Consideration was arrived at on a willing-buyer willing-seller basis after taking into consideration, *inter-alia*, the indicative market value of the Project, free from all encumbrances, of RM25.00 million as ascribed by the Valuer in its Valuation Report. A copy of the valuation certificate dated 17 October 2013 in relation to the Project is enclosed as **Appendix I** of this Circular.

The market value of the Project was arrived at based on the Residual Method of valuation. Under the Residual Method of valuation, consideration is given to the gross development value of the Project and deducting therefrom the estimated costs of development including preliminaries (e.g. soil investigation works and other mobilization expenses), development and statutory charges (e.g. contribution to Drainage and Irrigation Department and utilities contribution to Syarikat Bekalan Air Selangor (SYABAS) and Indah Water Konsortium), construction costs and professional fees, financing charges and developer's profit. Thereafter, the resultant amount (being the residual value to accrue to the developer upon completion of the Project) will be deferred over the development period of the Project to arrive at the current market value of the Project.

2.5 Source of funding

The Company intends to fund the Project Cash Consideration and the development cost of the Project post PPA Completion Date via a combination of internally-generated funds and/or bank borrowings.

The final composition of internally-generated funds and/or bank borrowings to fund the Project Cash Consideration and the development cost of the Project post PPA Completion Date will only be determined at a later stage after taking into consideration, amongst others, the working capital requirements to develop the Project post PPA Completion Date, the finalisation of the eventual amount of bank borrowings to be procured by Maica and cash requirements of Maica Group's existing business operations.

Based on the Group's unaudited financial statements for the 30 September 2013, the Group has deposits, cash and bank balances amounting to RM28.29 million, which is sufficient to cover the cash outlay for the PPA Deposit and the Project Cash Consideration amounting to an aggregate of RM21.00 million.

2.6 Liabilities to be assumed

Save for the obligations and liabilities in and arising from, pursuant to or in connection with the Project and the PPA (i.e the Project Purchase Consideration, the development costs to be incurred for the Project and the Professionals appointed for the Project), there are no liabilities, including contingent liabilities and guarantees to be assumed by Maica pursuant to the Proposed Project Acquisition.

2.7 Additional financial commitments

Save for the Project Purchase Consideration and working capital requirements for the implementation and completion of the Project, Maica does not expect to incur any other significant financial commitments in connection with the Project pursuant to the Proposed Project Acquisition.

2.8 Information on CNSB

CNSB was incorporated in Malaysia under the Companies Act, 1965 ("**Act**") as a private limited company on 21 January 2009. The principal activities of CNSB are investment holding and property development. CNSB commenced its operations in 2011 with the acquisition of Land 1 and Land 2 as well as the conceptualisation of the Project, its maiden and only property development project in 2012. Details of the Project is set out in Section 6.1.

The authorised share capital of CNSB is RM500,000 comprising 500,000 ordinary share of RM1.00 each in CNSB ("**CNSB Shares**") and its issued and paid-up share capital is RM500,000 comprising 500,000 CNSB Shares.

As at the LPD, the directors of CNSB are Datuk Ter Leong Yap and Wong Yuen Teck. As at the LPD, the substantial shareholders of CNSB and their shareholdings are as follows:

Substantial shareholder	No. of CNSB Shares	%
Sunsuria Venture Sdn Bhd(1)	450,000	90.00
Tingyap Holdings Sdn Bhd(2)	50,000	10.00
Total	500,000	100.00

Notes:

(1) The directors and substantial shareholders of Sunsuria Ventures Sdn Bhd are:

Substantial shareholder	:	*Sunsuria Development Sdn Bhd, which is a wholly-owned subsidiary of Sunsuria Holdings Sdn Bhd, which in turn is 91%-owned by Datuk Ter Leong Yap*
Directors	:	*Datuk Ter Leong Yap, Wong Yuen Teck, Datin' Kuan May Yuen, Simon Kwan Hoong Wai, Dato' Wong Pui Lam and Dato' Haji Mohd Yusoff @ Mohd Yusoff Bin Jaafar*

(2) The directors and substantial shareholders of Tingyap Holdings Sdn Bhd are:

Substantial shareholder	:	*50:50 jointly held between Sunsuria Development Sdn Bhd and Ong Chia Xian. Sunsuria Development Sdn Bhd is a wholly-owned subsidiary of Sunsuria Holdings Sdn Bhd, which in turn is 91%-owned by Datuk Ter Leong Yap*
Directors	:	*Ong Chia Xian and Loo Chea Hee*

(3) The principal activity of Sunsuria Venture Sdn Bhd is that of investment holding. The principal activities of Sunsuria Development Sdn Bhd is property development and property investment. The two (2) property development projects undertaken by Sunsuria Development Sdn Bhd are:

(a) Sunsuria Avenue

Type of development	:	*Office shoplots and office blocks*
Gross development value	:	*RM76.64 million*
Year of completion	:	*2010*

(b) Ampang Sports Complex

Type of development	:	*Sports complex*
Gross development value	:	*RM3.4 million*
Year of completion	:	*2004*

Senior management of CNSB

Datuk Ter Leong Yap

Datuk Ter Leong Yap graduated from University Malaya with Honors in Engineering. His involvement into the construction industry began with the incorporation of a construction and material handling equipment business back in 1989. Datuk Ter Leong Yap had since diversified his business interests to include property development and education. Over the years, he had garnered knowledge of property development and had incorporated and nurtured Sunsuria group of companies, to become a leading property developer in the Klang Valley.

Several notable past and present positions held by Datuk Ter Leong Yap include:

(i) Deputy President of The Associated Chinese Chambers of Commerce and Industry of Malaysia (ACCCIM) (2012-2015);

(ii) President of the Chinese Chamber of Commerce & Industry of Kuala Lumpur & Selangor (2012-2015);

(iii) Director of Bank of China (Malaysia) Bhd;

(iv) Member (appointed by Ministry of International Trade and Industries) of the Malaysia-Singapore Business Council (since 2010);

(v) Ahli Lembaga Pengarah – University Kebangsaan Malaysia (UKM) (since 2012); and

(vi) Honorary member of the Malaysia-China Business Council (MCBC) (since 2010).

Wong Yuen Teck

Wong Yuen Teck was awarded a Bachelor of Law and Masters in Business Administration from University Malaya in 1989 and 1997 respectively. He was involved in the legal practice and specialises in the corporate banking and infrastructural project financing for nine (9) years prior to his venture into property development in the 2000. Since then, he has accumulated more than a decade of experience in the property development industry. In his capacity as an Executive Director of Sunsuria Holdings Sdn Bhd, Wong Yuen Teck continuously strives to ensure good governance in achieving the objectives of the Sunsuria Group of Companies.

3. DETAILS OF THE PROPOSED LAND ACQUISITION

3.1 Details of the Proposed Land Acquisition

On 23 October 2013, Maica has entered into the SPA pursuant to which the Vendor shall sell and Maica shall purchase and acquire the Land 2 on an "as is where is" basis:

(a) free from any encumbrances;

(b) with legal/vacant possession;

(c) subject to all restrictions in interest and conditions of title, whether express or implied, affecting the Land 2;

(d) subject to the existing category of land use affecting the Land 2; and

(e) on the basis that each of the warranties, representations and undertakings of the Vendor as set out in the SPA are true and accurate in all respects.

The details in relation to the Land 2 are set out in Section 6.2 of this Circular.

3.2 Salient terms of the SPA

(i) Conditions precedent

The SPA is conditional upon the following conditions precedent being obtained/ fulfilled within three (3) months from the date of the SPA, or such later date as the parties may mutually agree upon ("**SPA Cut-Off Date**"):

(a) the approval of the shareholders of Maica at the EGM to be convened for the Proposed Land Acquisition (including the issuance of the Land 2 Consideration Shares towards part payment of the Land 2 Purchase Consideration) in accordance with the terms and conditions of the SPA;

(b) a power of attorney to be granted by the Vendor in favour of Maica being deposited with Maica's solicitors to hold in escrow and deal with it in accordance with terms and conditions of the SPA;

(c) the approval or consent of Bursa Securities or any other relevant regulatory authority or foreign authority or person, on terms acceptable to Maica, where required, including the approval or consent of Bursa Securities for the listing of and quotation for the Land 2 Consideration Shares;

(d) the PPA having becoming unconditional in accordance with the terms and conditions of the PPA; and

(e) any other approvals/consents of any authorities or parties as may be deemed necessary by the parties,

(collectively, the "**SPA Conditions Precedent**")

The SPA shall become unconditional on the date when all the SPA Conditions Precedent have been obtained/fulfilled or waived (as the case may be) in accordance with the terms of the SPA ("**SPA Unconditional Date**").

(ii) Termination in the event any SPA Conditions Precedent is not fulfilled

If:

(a) on the expiry of the SPA Cut-Off Date, any of the SPA Conditions Precedent shall have been refused and appeal or appeals to the relevant authorities or persons against such refusal have not been successful;

(b) on the expiry of the SPA Cut-Off Date, any of the SPA Conditions Precedent have not been obtained or fulfilled; or

(c) at any time prior to the expiry of the SPA Cut-Off Date, any of the SPA Conditions Precedent shall have been granted subject to terms and conditions which are not acceptable to Maica being terms and conditions which affect Maica, and further representations to the relevant authorities or persons to vary such terms and conditions have not been successful, and Maica is not willing to accept such terms and conditions then imposed by the relevant authorities or persons,

then Maica shall be entitled to terminate the SPA by giving a notice of termination to the Vendor whereupon the Vendor shall return, refund and repay to Maica any and all moneys (including the SPA Deposit *(as defined in Section 3.3 below)* received by it towards account of the Land 2 Purchase Consideration, free of interest and thereafter, the parties shall not have any further rights under the SPA except in respect of:

(a) any obligation under the SPA which is expressed to apply after the termination of the SPA; and

(b) any rights or obligations which have accrued in respect of any breach of any of the provisions of the SPA to either party prior to such termination.

(iii) Vendor's right to terminate

The Vendor shall be entitled to issue a notice of termination to the Maica if, at any time prior to the SPA Completion Date *(as defined in Section 3.3)*:

(a) Maica fails, refuses to neglects to pay the remaining balance of the Land 2 Purchase Consideration on or before the SPA Completion Date;

(b) Maica commits any continuing or material breach of any of its obligations under the SPA which:

(aa) is incapable of remedy; or

(bb) if capable of remedy, is not remedied within 14 days of it being given notice to do so;

(c) a petition is presented (and such petition is not stayed or struck-out within 30 market days of the petition being served) or an order is made or a resolution is passed for the winding up of Maica;

(d) an administrator or receiver or receiver and manager is appointed over, or distress, attachment or execution is levied or enforced upon, any part of the assets or undertaking of Maica;

(e) Maica becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as and when they fall due or eneter into any composition or arrangement with its creditors or make a general assignment for the benefit of its creditors; or

(f) Maica ceases or threatens to cease or carry on the whole or any substantial part of its business (except for the purposes of a bona fide reconstruction or amalgamation which would not result or cause any failure or inability to duly perform or fulfil any obligation under this agreement).

(iv) RPGT

The Vendor shall keep Maica indemnified against all claims, costs, damages, fines or penalties which may be brought, suffered or levied against Maica as a result of the Vendor not complying with any of the provisions of the Income Tax Act, 1967 and/or Real Property Gains Tax Act 1976, including any claims by the Director-General of Inland Revenue arising from any default in payment of any RPGT payable on the disposal of the Land 2 pursuant to the SPA.

(v) Termination of SPA

(a) Each party shall be entitled to issue a notice of termination to the other party at any time prior to completion as contemplated under the SPA if, *inter alia*, the other party commits any continuing or material breach of any of its obligations under the SPA which is incapable of remedy or if capable of remedy, is not remedied within 14 days of it being given notice so to do.

(b) If the SPA is terminated by the Vendor as a result of any breach or default attributable to Maica, the Vendor shall, within 14 days after the notice of termination, return to Maica or Maica's solicitors all documents, if any, delivered to it by or on behalf of Maica, return, refund and repay to Maica or Maica's solicitors any and all moneys (excluding the SPA Deposit) free of interest and return or surrender for cancellation the Land 2 Consideration Shares received by it towards account of the Land 2 Purchase Consideration and the SPA Deposit will be absolutely forfeited in favour of the Vendor as agreed liqudated damages. Maica shall, within 14 days after its receipt of the notice of termination, return to the Vendor or the Vendor's solicitors all documents, if any, delivered to it by or on behalf of the Vendor, procure its solicitors to return or cause to return all the relevant documents which are as that date in their possession with the Vendor's interest intact, re-deliver to the Vendor legal/vacant possession of the Land 2, if the same has been delivered to Maica and take the necessary steps to remove and withdraw all caveats or other encumbrances entered or caused to be entered by Maica over the Land 2.

(c) If the SPA is terminated by Maica as a result of any breach or default attributable to the Vendor, the Vendor shall, within 14 days after its receipt of the notice of termination, return to Maica or Maica's solicitors all documents, if any, delivered to it by or on behalf of Maica, return, refund and repay to Maica any and all moneys (including the SPA Deposit) together with accrued interest and return or surrender for cancellation any Land 2 Consideration Shares received by it towards account of the Land 2 Purchase Consideration and if Maica elects not to pursue the specific performance relief to compel the Vendor to complete the transaction contemplated in the SPA, the Vendor must pay a sum equivalent to 10% of the Land 2 Purchase Consideration as agreed liquidated damages to Maica. In exchange for the performance by the Vendor of such obligations, Maica shall, within 14 days after the notice of termination, return to the Vendor or the Vendor's solicitors all documents, if any, delivered to it by or on behalf of the Vendor, procure its solicitors to return or cause to return all the relevant documents which are as that date in their possession with the Vendor's interest intact, re-deliver to the Vendor legal/vacant possession of the Land 2, if the same has been delivered to Maica and take the necessary steps to remove and withdraw all caveats or other encumbrances entered or caused to be entered by Maica over the Land 2.

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3.3 Purchase Consideration of Land 2

The Land 2 Purchase Consideration of RM31.00 million was arrived at based on the market value of the Land 2 in respect of the valuation carried out by the Valuer and shall be satisfied by Maica in the following manner:

Breakdown of payment	Terms of payment		RM
SPA Deposit	Cash payment equivalent to 10% of the Land 2 Purchase Consideration upon execution of the SPA as deposit and towards part payment of the Land 2 Purchase Consideration to Maica's solicitors as stakeholders to hold and deal with in accordance with the terms of the SPA, which was paid by Maica on 23 October 2013.		3,100,000
SPA balance purchase consideration	Subject to the Vendor having *inter alia* settled the redemption sum payable to the Chargee, within 30 days after the SPA Unconditional Date, or such other date as may be agreed upon between the parties ("**SPA Completion Date**"):		
	(i)	issue and allot the Land 2 Consideration Shares (being 20,000,000 Maica Shares) at the Issue Price to the Vendor or its nominee*; and	10,000,000
	(ii)	cash payment of RM17.90 million ("**Land 2 Cash Consideration**") subject to Land 2 Purchase Consideration Adjustment *(as defined below)*, to the Vendor's solicitors as stakeholder to hold and deal with in accordance with the SPA.	17,900,000
Total			31,000,000

Note:

* *The Vendor intends to nominate Datuk Ter Leong Yap to receive the 20,000,000 Land 2 Consideration Shares on behalf of the Vendor in accordance with Clause 4.5 of the SPA.*

In the event that a revision is made to the abovementioned market value in compliance with the Securities Commission's Asset Valuation Guidelines in respect of the valuation report(s) and certificate(s) on Land 2, the parties shall review and endeavour to mutually agree in good faith on a revised Land 2 Purchase Consideration within 30 days following such variation/adjustment taking effect ("**Land 2 Purchase Consideration Adjustment**"). Any variation/adjustment of the Land 2 Purchase Consideration will be varied/adjusted from the Land 2 Cash Consideration.

3.4 Basis and justification of arriving at the Land 2 Purchase Consideration

The Land 2 Purchase Consideration was arrived at on a willing-buyer willing-seller basis after taking into consideration, *inter-alia*, the indicative market value of the Land 2 on "as is where is" basis and free from all encumbrances, of RM31.00 million as ascribed by the Valuer in its Valuation Report. A copy of the valuation certificate dated 17 October 2013 in relation to Land 2 is enclosed as **Appendix** II of this Circular.

The market value of Land 2 was arrived at based on the Comparison Method of valuation as the sole method of valuation as the subject property is a vacant commercial land without any development order or planning approval. This method entails analysing recent transactions of similar property in and around the locality for comparison purposes with adjustments made for differences in location, accessibility, size, shape, land use/ zoning, tenure, plot ratio, site improvement, development order/ planning approval, title restrictions if any and other relevant characteristics to arrive at the market value.

3.5 Source of funding

As at the LPD, the management of Maica is currently in discussion with the hire purchase debtor of Maica to have an early redemption of the outstanding hire purchase receivables. Based on the latest quarterly results of Maica as at 30 September 2013, the hire purchase debtor stood at RM30.42 million and the cash and bank balances of Maica stood at RM28.29 million.

In the event the early redemption of the outstanding hire purchase receivables does not materialise, Maica intends to fund the Land 2 Cash Consideration with a combination of internally generated funds and/or bank borrowings.

The final composition of internally-generated funds and/or bank borrowings to fund the Land 2 Cash Consideration and development cost of the Land 2 will only be determined at a later stage after taking into consideration, amongst others, the cost of funding to develop Land 2, the finalisation of the eventual amount of bank borrowings to be procured by Maica and cash requirements of Maica Group's existing business operations.

3.6 Liabilities to be assumed

Save for the obligations and liabilities in and arising from, pursuant to or in connection with the SPA (i.e the Land 2 Purchase Consideration), there are no liabilities, including contingent liabilities and guarantees to be assumed by Maica pursuant to the Proposed Land Acquisition.

3.7 Additional financial commitments

Save for the Land 2 Purchase Consideration and working capital requirements for the future development of the Land 2, Maica does not expect to incur any other significant financial commitments in connection with the Land 2 pursuant to the Proposed Land Acquisition.

As at the LPD, the working capital requirement of the future development of Land 2 cannot be ascertained as there is no approved development plan for Land 2.

3.8 Information on CNSB

Information on CNSB is set out in Section 2.8 of this Circular.

Further information in respect of the Land 2 is set out in Section 6.2 of this Circular.

4. CONSIDERATION SHARES

4.1 Basis and justification for arriving at the Issue Price

The issue price of RM0.50 per Consideration Share was arrived at on a willing-buyer willing-seller basis after taking into consideration the following:

(a) the audited consolidated net assets per Maica Share of RM0.54 as at 31 March 2013;

(b) the audited consolidated profit after taxation of Maica Group for the FYE 31 March 2013 of RM0.98 million; and

(c) the historical share prices and trading liquidity of Maica Shares for the past one (1) year up to 22 October 2013, being the latest practicable date prior to the announcement of the Proposed Acquisitions.

It is noted that the average monthly volume traded from October 2012 to September 2013 was only 0.16 million Maica Shares representing 0.12% of the issued and paid-up share capital of Maica of 130.36 million Maica Shares.

The comparison of the Issue Price vis-à-vis Maica Share prices for the past one (1) year, six (6)-month, three (3)-month, one (1)-month and five (5)-day VWAMP up to and including 22 October 2013, being the last market day prior to the announcement of the Proposals, are as follows:

	Price	Issue Price at a discount to	
	RM	**RM**	**%**
VWAMP up to and including 22 October 2013, being the last market day prior to the announcement of the Proposals			
- One (1)-year	0.5435	(0.0435)	(8.00)
- Six (6)-month	0.5597	(0.0597)	(10.67)
- Three (3)-month	0.5882	(0.0882)	(14.99)
- One (1)-month	0.6293	(0.1293)	(20.55)
- Five (5)-days	0.6390	(0.1390)	(21.75)

The Board notes that the Issue Price is at a discount of between 8.00% to 21.75% to the one (1) year, six (6)-month, three (3)-month, one (1)-month and five (5)-day VWAMP up to and including 22 October 2013, being the last market day prior to the announcement of the Proposals. While it is noted that the Issue Price represents a discount of 21.75% to the five (5)-day VWAMP of Maica Shares of RM0.639, the Board has taken cognizance that Maica Shares were traded in the range of between RM0.50 and RM0.55 for the past twelve (12) months prior to the announcement of Proposals, except for the month of October 2013.

After negotiations with the Vendor, the Board has agreed to the Issue Price in view of the following:

(i) the PER and PBR represented by the Issue Price:

		Based on the Issue Price	Bursa Malaysia Property Index
Maica's audited FYE 31 March 2013			
- EPS	0.75 sen	PER of 66.67 times^	PER of 10.64 times*
- NA per Maica Share	54.28 sen	PBR of 0.92 times^	PBR of 0.99 times*

Notes:

^ *Computed based on audited EPS and NA per Maica Share for the FYE 31 March 2013 which reflects the valuation of Maica Group based on its core business of manufacturing of wood products and granting of hire-purchase financing. The historical EPS and NA per Maica Share is used as it reflects the current valuation of Maica.*

* *Based on the PER and PBR of Bursa Malaysia Property Index as at 22 October 2013 (Source: Bloomberg).*

The PER of 66.67 times indicates that in the event that the earnings of Maica remains the same as the FYE 31 March 2013, it would take approximately 66.67 years for an investor to have sufficient return (in terms of profit of Maica) to break even. In addition, the PBR of 0.92 times represents that the Vendor is essentially paying approximately 92 sen for every RM1.00 of net asset value of Maica.

The PER of 66.67 times as indicated by the Issue Price is a premium of five (5) times over the PER of Bursa Malaysia Property Index, indicating the rich valuation accorded to the Consideration Shares. On the other hand, the PBR of 0.92 times as implied by the Issue Price represents only a marginal discount of approximately 7.1% to the PBR of Bursa Malaysia Property Index. Assessing the Issue Price as a whole, notwithstanding the marginal discount as implied by the PBR of the Issue Price of 0.92 times as compared to the PBR of 0.99 times of Bursa Malaysia Property Index, the rich valuation accorded to the Consideration Shares as implied by the PER of 66.67 times outweigh the marginal discount as implied by the PBR of 0.92 times.

(ii) the Project Purchase Consideration and Land 2 Purchase Consideration are to be partially satisfied by the issuance of Project Consideration Shares and Land 2 Consideration Shares respectively, which will enable Maica to conserve cash amounting to RM14.0 million to be utilised for the development of Land 1 and Land 2, where required, and to invite Datuk Ter Leong Yap as a strategic shareholder or technical partner whereby his market acumen, expertise and track record of Sunsuria group of companies can lend credence to Maica's future property development undertaking.

The issue price represents a discount of approximately 21.75 % over the five (5)-day VWAMP of Maica Shares up to and including 22 October 2013 of RM0.6390, being the last market day prior to the signing of the PPA and SPA, which is arrived at on a negotiated basis by Maica and the Vendor.

For information purposes, the monthly highest and lowest market prices of Maica Shares as traded on Bursa Securities for the past 12 months from November 2012 to October 2013, are set out below:

	High RM	**Low RM**
2012		
November	0.550	0.500
December	0.510	0.500
2013		
January	0.550	0.500
February	0.560	0.500
March	0.520	0.500
April	0.500	0.500
May	0.560	0.500
June	0.575	0.500
July	0.540	0.500
August	0.510	0.500
September	0.560	0.500
October	1.150	0.520
Last transacted market price on 22 October 2013 (being the date prior to the signing of the PPA and SPA)		RM0.580
Last transacted market price on the LPD		RM0.840

(Source: Bloomberg)

4.2 Ranking of the Consideration Shares

The Consideration Shares shall, upon issuance and allotment, be of the same class and rank *pari passu* in all respects with the then existing Maica Shares, save and except that the holders of such new Consideration Shares shall not be entitled to any dividend, rights, allotment and/or other distributions which may be declared, made or paid to shareholders of Maica, the entitlement date of which is prior to the date of allotment of the Consideration Shares.

4.3 Listing of and quotation for the Consideration Shares

An application will be made to Bursa Securities for the listing of and quotation for the Consideration Shares to be issued on the Main Market of Bursa Securities.

5. DETAILS OF THE PROPOSED DIVERSIFICATION

The Proposed Acquisitions are expected to result in a diversion of more than 25% of the net assets of Maica Group. In this regard, the Board proposes to seek the shareholders' approval for the proposed diversification of the existing core businesses of Maica Group to include property development business pursuant to Paragraph 10.13 of the Main Market Listing Requirements of Bursa Securities.

As disclosed in the annual report of Maica Group for the FYE 31 March 2013, the revenue and profits contribution from the operating segments of the Group are as follows:

	Segment Revenue (RM)	Segment PBT (RM)
Manufacture of wood products	15,103	51
Granting of hire-purchase and other financing	3,154	2,442
Unallocated non-operating segments	240	420
Consolidated adjustments and eliminations	-	(1,192)
Total	**18,497**	**1,721**

As disclosed in Section 6.1 of this Circular, the Group is expected to derive a PBT of approximately RM11.80 from the Project over the Project's development period. The Group also expects to derive profits from the development of Land 2, the quantum of which cannot be ascertain at this juncture as there is no approved development plan for Land 2.

Notwithstanding that Maica currently does not have a team of personnel involved in property development activities, Thor Poh Seng, our Executive Director, has experience in property development activities as he is also an Executive Director of Keladi Maju Berhad, a company involved in property development activities. As at the LPD, Keladi Maju Berhad is involved in, amongst others, the following property development projects:

(i) Taman Lagenda, a mixed development project comprising 4,155 units of integrated residential and commercial properties; and

(ii) Kulim Square Indah which comprises of 161 units of mixed development properties.

Notwithstanding the Proposed Diversification, the Board intends to continue with Maica Group's existing businesses in the same manner. Pursuant thereto, the Group will be principally involved in the businesses of manufacturing of wood products, granting of hire-purchase financing and property development.

The Board is of the opinion that Maica has adequate resources to venture into property development and as stated in Section 7.1 of this Circular, Datuk Ter Leong Yap would become a strategic shareholder or technical partner whereby his expertise along with Wong Yuen Teck, a senior management of CNSB should be able to assist towards the successful diversification of Maica Group into property development business moving forward.

6. INFORMATION ON THE PROJECT, LAND 1 AND LAND 2

Both Land 1 and Land 2 are located within the vicinity of Bukit Jelutong, Shah Alam, Selangor, and are located adjacent to each other.

Bukit Jelutong is an integrated self-contained township comprises mainly double storey terraced houses, two (2) to three (3)-storey shopoffices, double-storey detached house, walk-up apartments, condominium, factories, on-going development and other public amenities.

Located to the immediate west of both Land 1 and Land 2 is the proposed condominium development by WCT Holdings Berhad named The Skyz. Suria Jelutong, an on-going development by Sunsuria group of companies which consists of serviced apartments, retail and shops, is located to the immediate north-east of both Land 1 and Land 2.

D'Vida @ Bukit Jelutong, a newly completed development which comprises two (2) to three (3)-storey shop offices, is situated further west whilst Elaeis 1 Condominium, Elaeis 2 Condominium, Mezzo Bukit Jelutong, a two (2) to three (3)-storey semi-detached development are located to the west of D'Vida @ Bukit Jelutong.

Tengku Ampuan Jemaah Mosque is situated to the north of both Land 1 and Land 2 across Suria Jelutong development whilst Guthrie Golf Academy Pitch & Putt Course and Sime Darby Pavilion are located further to the north and north-east across Persiaran Gerbang Utama, respectively. Bukit Jelutong Business and Technology Centre which comprises mainly detached and semi-detached factories, is also sited further to the north-east.

Notable landmarks such as Sultan Abdul Aziz Shah Airport (Subang Airport) and Rubber Research Institute Malaysia (RRIM) are sited further to the north-east of both Land 1 and Land 2 whilst Shah Alam Stadium and Taman Pertanian Bukit Cahaya Seri Alam are further to the south-east and west respectively.

Shah Alam City Centre, being the main commercial and administrative centre for Shah Alam, is situated approximately 10 km by road to the south-west of both Land 1 and Land 2. It is developed with government offices and high rise office buildings such as Plaza Perangsang, Wisma MBSA, Wisma PKPS, Pusat Perdagangan UMNO, Bank Negara, Bangunan Darul Ehsan, Maybank Building, Affin Bank Building and TNB Shah Alam headquarters. Prominent hotels located within and around the city centre include Grand Blue Wave, Quality Hotel and Concorde Shah Alam whilst other prominent commercial and institutional buildings include PKNS Complex, SACC Mall, Anggerik Mall, Selangor State Library and Museum, Plaza Alam Sentral and Sultan Salahuddin Abdul Aziz Shah Mosque.

Further to the south-east of the subject property is Glenmarie Industrial Park which comprises mainly individual design detached warehouses and offices as well as double storey terraced factory. Prominent industrial premises within the industrial park include EON Glenmarie Service Centre, Astronautic Technology (M) Sdn Bhd, Senden Service Centre (M) Sdn Bhd, Nalco Industrial Services (M) Sdn Bhd, Summit Co (M) Sdn Bhd, Scott & English (M) Sdn Bhd, Mercedes-Benz Malaysia, Kawasaki Motors (M) Sdn Bhd, Destini Berhad, Toshiba Sales and Service Centre, Padini Holdings Berhad, just to name a few.

The residential areas within the vicinity include Tropika Residence, Park Residence Bukit Jelutong, Forte Bukit Jelutong, Taman TTDI Jaya and many more.

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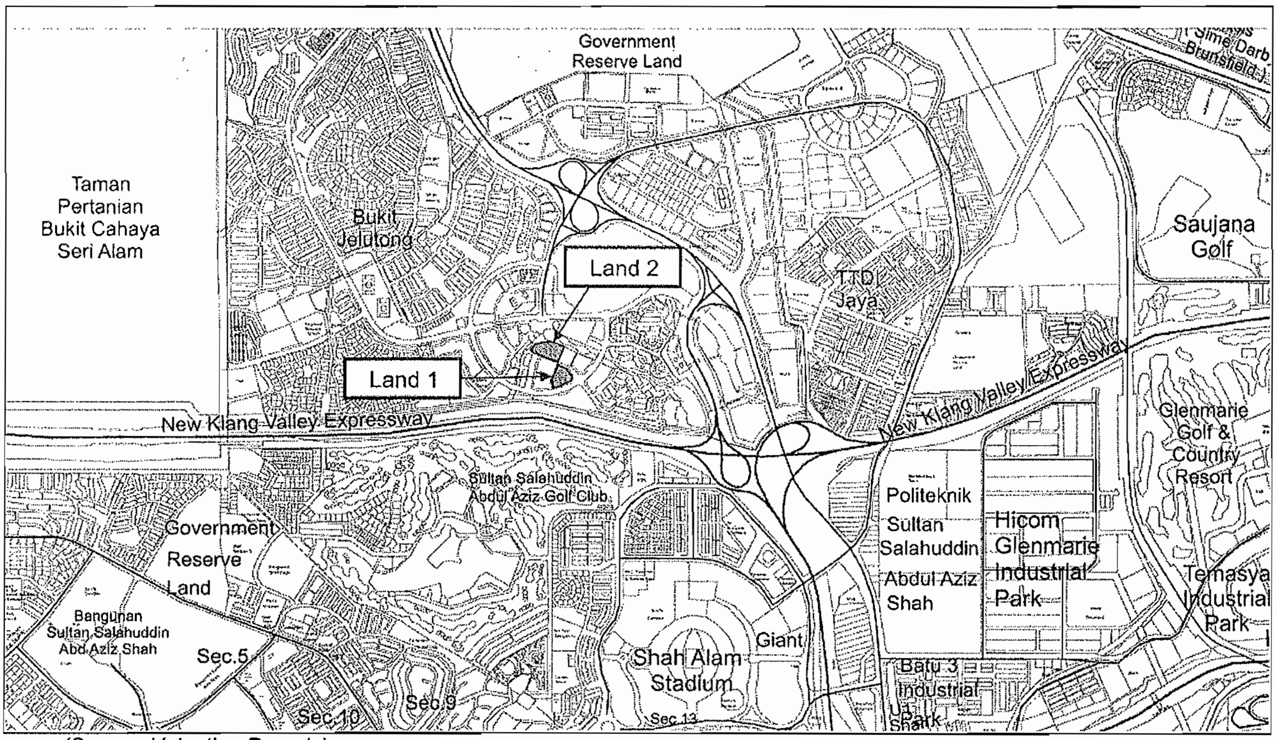
The location of the Land 1 and Land 2 are depicted in the map below:



(Source: Valuation Reports)

6.1 INFORMATION ON THE PROJECT AND LAND 1

Land 1 is a parcel of freehold land (which was vacant prior to the development of the Project which commenced on 20 June 2013) originally held under Geran 104810, Lot 76110, Mukim Damansara, Daerah Petaling, Negeri Selangor and situated along Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor. On 15 October 2012, planning permission has been obtained from the Shah Alam Municipal Council to develop the entire Land 1 into a commercial development comprising 30 units of Shop Offices known as "Trivo, Suria Jelutong". Subsequent to obtaining the planning permission, Land 1 has been subdivided into 30 Subdivided Titles issued by the Pejabat Tanah dan Galian Selangor on 3 August 2013.

As at the LPD, 27 out of the 30 Shop Offices have been sold to End-Purchasers while bookings have been made for the remaining three (3) units of Shop Offices. As at the LPD, the progress of development and completion of the Project is approximately 13%.

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Set out below are other salient details of the Project:

Gross development value (accruing to Maica)	:	Approximately RM52.69 million[#]
Total development costs (excluding cost of Land 1)	:	Approximately RM16.00 million[#]
Commencement date of development	:	20 June 2013
Expected date of completion	:	June 2014
Expected profit to be derived (before tax)	:	Approximately RM11.80 million[#]
Approvals obtained	:	(a) Planning permission obtained from Majlis Bandaraya Shah Alam on 15 October 2012 (b) Building plan obtained from Majlis Bandaraya Shah Alam on 19 December 2012
Conditions on the approval	:	70% of the shop offices must be sold to Bumiputeras at a 7% discount.

Further details of Land 1 (based on the Subdivided Titles) are summarised as follows:

Title no.	:	HSD 291840 to HSD 291869
Lot no.	:	Lot PT 36320 to PT 36349
Location	:	Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor Darul Ehsan
Tenure	:	Term in perpetuity (Freehold)
Land area	:	4,697 square metres (Approximately 50,558 square feet/ 1.161 acres)
Registered owner	:	CNSB
Encumbrances	:	Charged to OCBC Bank (Malaysia) Berhad
Market value	:	RM25,000,000*
NBV	:	RM24,816,185^

Notes:

As extracted from the valuation report dated 17 October 2013 in relation to the Project.

* *Based on the indicative market value of the Project, free from all encumbrances, as ascribed by the Valuer in the valuation certificate dated 17 October 2013 in relation to the Project.*

^ *Based on the latest audited accounts of CNSB as at 31 December 2012 and the historical cost of acquiring Land 1 by CNSB amounted to RM23,671,345.*

6.2 INFORMATION ON LAND 2

Land 2 is currently vacant and is located adjacent to Land 1. As at the LPD, there is no approved development plan for Land 2[#].

Notwithstanding the above, the Board has decided to acquire Land 2 by virtue of:

(i) Land 2 being located adjacent to Land 1 and both lands are strategically located in Bukit Jelutong, Shah Alam;

(ii) future development on Land 2 stands to benefit from the track record sales of Land 1 whereby 27 out of the 30 units of Shop Offices of the Project have been sold while another three (3) units of Shop Offices have been booked by potential End Purchasers; and

(iii) the recent launched of Radia, a RM1.6 billion integrated property development in Bukit Jelutong, Shah Alam, by Sime Darby Sunrise Development Sdn Bhd is envisagedto have a positive knock-on effect to the demand of properties in Bukit Jelutong, Shah Alam.

CNSB had submitted an initial application to Majlis Bandaraya Shah Alam for planning permission for Land 2 to be developed into a mixed residential development. As at the LPD, there have been no approval from the Majilis Bandaraya Shah Alam for the aforementioned planning permission.

Further details of the Land 2 are summarised in the table below:

Title no.	:	GRN 104806
Location	:	Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor Darul Ehsan
Tenure	:	Term in perpetuity (Freehold)
Land area	:	14,370 square metres (Approximately 154,677 square feet/3.551 acres)
Registered owner	:	CNSB
Category of land use	:	Building (Bangunan)
Express condition	:	Commercial Building (Bangunan Perniagaan)
Encumbrances	:	Charged to OCBC Bank (Malaysia) Berhad
Market value	:	RM31,000,000*
NBV	:	RM30,700,056^

Notes:

\# *As extracted from the valuation report dated 17 October 2013 in relation to the Land 2.*

* *Based on the indicative market value of Land 2, on "as is where is" basis and free from all encumbrances as ascribed by the Valuer in the valuation certificate dated 17 October 2013 in relation to Land 2.*

^ *Based on the latest audited accounts of CNSB as at 31 December 2012.*

7. RATIONALE FOR THE PROPOSALS

7.1 Proposed Acquisitions

The Proposed Acquisitions are in line with Maica's strategic plan to diversify its core business by venturing into other revenue-generating businesses and Maica's long term plan to move the Group forward instead of depending solely on its existing core business which has seen limited revenue growth for the past five (5) financial years, where the revenue recorded for the Maica Group range between RM17.96 million and RM20.46 million recognised between the FYE 31 March 2009 and FYE 31 March 2013.

In addition, the Proposed Acquisitions would enable Maica Group to add another source of revenue stream to enlarge the earnings base which is expected to contribute positively to the Group's future revenue stream and profitability.

As set out in Sections 2.3 and 3.3 respectively of this Circular, the Board has determined that the Project Purchase Consideration and Land 2 Purchase Consideration are to be partially satisfied by the issuance of Project Consideration Shares and Land 2 Consideration Shares respectively, which will enable Maica to conserve cash amounting to RM14.0 million to be utilised for the development of Land 1 and Land 2, and also resulting in Datuk Ter Leong Yap becoming a strategic shareholder or technical partner whereby the market acumen and expertise of the senior management of CNSB, namely Datuk Ter Leong Yap and Wong Yuen Teck, can lend towards the successful diversification of Maica Group into property development business moving forward.

In addition, the Proposed Project Acquisition is expected to generate profits before tax amounting to RM11.80 million (after deducting the Project Purchase Consideration) over the development period of the Project. Assuming the PBT to be derived from the Project is spread equally between FYE 31 March 2014 and 31 March 2015, Maica Group would derive an additional PBT of RM5.9 million per year from the Project which would substantially improve the profitability of our Group.

7.2 Proposed Diversification

Presently, the core businesses of the Group are manufacturing of wood products and granting of hire-purchase financing. For the past five (5) FYEs up to 31 March 2013, the revenue of the Group had been relatively constant, ranging between RM18.0 million and RM20.0 million per annum. In view of the increasingly competitive environment of the Group's existing core businesses as evident by the declining profit before tax margins from 15.6% for the FYE 31 March 2011 to 9.3% for the FYE 31 March 2013, the Board has been actively deliberating on potential new strategic direction for Maica Group which include, amongst others, diversification into other viable business sectors such as venturing into property development business.

In this regard, the additional revenue contribution arising from the Proposed Acquisitions will provide an additional source of earnings which is expected to enhance the Group's profitability and returns on shareholders' funds.

The Board believes that the proposed diversification of the Group's businesses to include property development would enhance the Group's future prospects. The Proposed Diversification would reduce the Group's reliance on its existing core business and potentially provide the Group with another stream of income.

8. INDUSTRY OUTLOOK AND PROSPECTS

8.1 Overview and prospects of the Malaysian economy

The Malaysian economy remains resilient despite facing more challenging external environment. While advanced economies, particularly the United States ("**US**") and Japan showed firmer signs of recovery, new challenges have emerged during the first half of 2013. The uncertainty over the strength of China's economic growth and the possible tapering of the quantitative easing ("**QE**") programme in the US have given rise to greater global economic and financial uncertainties. Emerging economies were particularly affected over concerns whether China's economic strength was able to support intraregional trade and commodity prices. Emerging markets were also hard hit by the US Federal Reserve's ("**Fed**") announcement of QE3 tapering which created increased financial and currency volatility as a result of reversal in global capital flows.

Against this backdrop, Malaysia being a highly open economy was also affected, with gross exports recording a negative growth of 3.8% during the first half of 2013. Nevertheless, strong domestic demand was able to cushion the negative impact from the external sector. The economy registered real gross domestic product ("**GDP**") growth of 4.2% during the period. However, during the third quarter of 2013, key economic indicators signalled to better near-term prospects and firmer growth in the US, euro zone and Japan. Meanwhile, fears of China experiencing a sharp downturn has somewhat faded as the Purchasing Managers' Index in August 2013 rose to a five-month high. The prospects of stronger recovery in advanced economies coupled with a moderate, but steady GDP growth in China, are expected to create a positive outlook for Malaysia's exports. While the impact of the Fed tapering its QE remains a lingering concern, the Malaysian real GDP is expected to register a growth between 4.5% and 5% in 2013 (2012: 5.6%) supported by its resilient domestic economy and improving exports during the second half of 2013.

(Source: Economic Report 2013/2014, Ministry of Finance Malaysia)

The Malaysian economy recorded a stronger growth of 5.0% in the third quarter of 2013 (2Q 2013: 4.4%) with domestic demand continuing to drive growth by expanding 8.3% (2Q 2013: 7.4%). On a quarter-on-quarter seasonally adjusted basis, the economy recorded a growth of 1.7% (2Q 2013: 1.4%).

Expansion of domestic demand was due to continued growth in household and business spending, and public sector expenditure. In the third quarter, private consumption expanded by 8.2%, while growth in public consumption moderated to 7.8% (2Q 2013: 11.8%). Gross fixed capital formation registered higher growth of 8.6% (2Q 2013: 6.0%), underpinned by capital spending in the private sector.

The services and manufacturing sectors expanded further, supported by domestic demand and the improvement in trade activity. Services sector expanded by 5.9% in the third quarter (2Q 2013: 5.0%), supported by domestic demand and an improvement in trade and manufacturing activities. Within the services sector, real estate and business services grew by 8.3% (2Q 2013: 6.9%)

The construction sector registered a stable growth during the third quarter by 10.1% (2Q 2013: 9.9%). Growth was driven by expansion in the residential sub-sector, underpinned by construction activity for high-rise and high-end properties in the Klang Valley, Penang and Johor. Growth improved further in the non-residential sub-sector amidst a pick-up in retail and industrial projects. The civil engineering sub-sector continued to expand, albeit at a slower rate following the near completion of a few large infrastructure and oil and gas-related projects.

(Source: Malaysian Economy Third Quarter 2013, Ministry of Finance Malaysia)

8.2 Industry outlook

Commercial sub-sector ranked third most active sub-sector in terms of volume but second in value. There were 41,082 transactions worth RM27.79 billion recorded in the year. The shops sub-sector was the main contributor of the commercial sub-sector contributing 54.5% (22,389 transactions) of the volume and 49.2% (RM13.67 billion) of the value of transactions. The shop's market activity however, softened in the review period. The volume and value of transaction decreased by 10.4% and 0.7% respectively (2012: 22,389 transactions, RM13.67 billion; 2011: 24,995 transactions: RM13.76 billion). In terms of market share, Selangor with 9,695 transactions (23.6%) led the market activity.

(Source: Property Market Report 2012, Valuation & Property Services Department (JPPH), Ministry of Finance Malaysia)

Property market movements were on the downturn compared to the corresponding half year of 2012. In terms of transactions volume, the highest decrease was recorded by commercial sub-sector at 23.6%, followed by agricultural 16.8%, industrial 14.3%, residential 12.6%, and development land 10.8%. In terms of contribution to the overall property market activity, residential sub-sector captured 64.0% of total market share, followed by agricultural 19.5%, commercial 8.7%, development land 5.6% and industrial 2.2% sub-sectors. By type, housing units made up 82.0% (97,456 transactions) of the market share whilst 18.0% (21,387 units) were vacant plots. Terraced houses were most sought after capturing 47.8% (46,605 units) of residential transactions followed by condominium/apartment at 15.4% (15,022 units) and low-cost units at 11.2% (10,931 units).

Property market performance across the country generally softened. Compared to H1 2012, most states saw lower transaction volume with six states recording declines more than 15.0%. Wilayah Persekutuan ("W.P.") Kuala Lumpur, Pulau Pinang and W.P. Labuan witnessed the three highest falls at 47.8%, 27.2% and 23.3% respectively. In the residential sub-sector, volume contracted the highest in W.P. Kuala Lumpur 47.5% followed by W.P. Labuan 37.3% and Pulau Pinang 28.1%.

(Source: Property Market Report First Half 2013, Valuation and Property Services Department Ministry of Finance Malaysia)

In Q2 2013, developers offered 4,214 new housing units to the market. A total of 1,093 units were taken up, achieving sales performance of 25.9%. The new housing units launched decreased by 67.3% from 12,891 units recorded in the previous quarter, but the sales performance increased from 20.4%.

At the end of Q2 2013, the total number of new residential units launched in the country for the past nine months was 30,977 units. This total comprised 4,214 units launched in Q2 2013, 12,891 units in Q1 2013 and 13,872 units in Q4 2012. From the total number of units launched within the past nine months (30,977 units), 12,907 units were taken-up, representing a take-up rate of 41.7%. From the total number of units sold, approximately 36.3% (11,254 units) were sold within a six-month period which was inclusive of 19.7% (6,087 units) taken up within a three-month period of launching for sales.

(Source: Property Market Status Report Q2 2013, Valuation & Property Services Department (JPPH), Ministry of Finance Malaysia)

Under the 2014 Budget, amongst the steps that will be implemented by the Malaysian Government is to review the RPGT. For gains on properties disposed within the holding period of up to three (3) years, RPGT rate is increased to 30% whereas disposals within the holding period up to four (4) and five (5) years, the rates are increased to 20% and 15% respectively. For disposals made in the sixth and subsequent years, no RPGT is imposed on citizens, whereas companies are taxed at 5%. For non-citizens, RPGT is imposed at 30% on gains from properties disposed within the holding period of up to five (5) years and for disposals in the sixth and subsequent years, RPGT is imposed at 5%.

Developers will also be prohibited from implementing projects that have features of developer interest bearing scheme ("**DIBS**"), to prevent developers from incorporating interest rates on loans in house prices during the construction period. Therefore, financial institutions are prohibited from providing final funding for projects involved in the DIBS scheme.

(Source: 2014 Budget speech by YAB Dato' Sri Mohd Najib Tun Haji Abdul Razak, Prime Minister and Minister of Finance on 25 October 2013)

8.3 Prospects of the Project, Land 1 and Land 2

The Board is of the view that the prospects of the Project and Land 2 will be favourable as, amongst others, both lands are strategically located in the town of Bukit Jelutong in Shah Alam. In view that 27 out of the 30 units of Shop Offices of the Project have already been sold while another three (3) units of Shop Offices have been booked by potential End Purchasers, and barring any unforeseen circumstances, the Board is of the opinion that the development of the Project will contribute positively to the future earnings of the Group.

Premised on the above, the Board is of the view that future development of the Land 2, which adjoins Land 1, will stands to benefit from the track record of sales on Land 1. In addition, the recent launched of Radia, a RM1.6 billion integrated property development in Bukit Jelutong, Shah Alam by Sime Darby Sunrise Development Sdn Bhd is envisaged to have a positive knock-on effect to the demand for properties Bukit Jelutong. These developments are expected to augur positively for the future earnings of Maica Group.

(Source: (i) The management of Maica; and (ii) Sime Darby Sunrise unveils RM1.6bil development in Bukit Jelutong, the Star, 11 September 2013))

8.4 Prospects of the Maica Group subsequent to the Proposed Diversification

With the credential and knowledge gathered from developing the Project, our Group will be able to build on its experience and replicate the success of the development of the Project for future development on Land 2 as well as other development projects to be undertaken by our Group.

Save for the Land 2, our Group does not have other landbank for future property development activities. Therefore, our Group will continuously seek for opportunities to acquire lands with good prospects or undertake joint ventures with land owners for its future property development activities. The Board believes that the right location and type of property offering at the right price level is crucial for the success of our future development projects. Towards this end, our Group will be undertaking careful market survey and analysis prior to finalizing any future development plans for our Group's property development activities.

Going forward, our Group intends to hire an experienced internal team with experience in engineering, project management and marketing expertise to manage the on-going and upcoming property development activities. With this, the Group would be able to capitalize on the demand conditions for properties around the Greater KL region and the Board expects property development activities to contribute positively to the future financial performance of our Group.

(Source: The management of Maica)

9. RISK FACTORS

Maica Group will be exposed to risks arising from involvement in the property development industry pursuant to the Proposals. These risks include, but are not limited to the following:

9.1 Political, economic and regulatory factors

Adverse developments in political, economic, regulatory and social conditions in Malaysia, directly or indirectly, could materially and adversely affect the financial prospects of the proposed development on Land 1 and future development on Land 2. Amongst the political, economic and regulatory uncertainties are changes in the risks of economic downturn, unfavourable monetary and fiscal policy changes, exchange control regulations or introduction of new rules and regulation, changes in interest rates, inflation and taxation and political leadership. In mitigating such risk, Maica Group will continue to review its business development strategies in response to the changes in political, economic and regulatory conditions.

9.2 Industry risk

The Proposals will result in diversification of the Group's core business to include the property development business. Maica Group will then be subject to new challenges and risks arising from the property development industry which Maica had not been exposed to in the past. These may include changes in demand conditions, competition from existing players and new entrants, fluctuation of building materials cost, shortage of labour, changes in lifestyle which affect the product types and mix.

As highlighted in the industry outlook in Section 7.2 of this Circular, the property market transacted for the first half of 2013 had regressed as compared to the corresponding first half of 2012 and the property market performance across Malaysia have generally softened. In addition, under the 2014 Budget, the changes to the RPGT may have a negative effect on the property market.

Nevertheless, Maica shall endeavour to keep abreast with the latest development in property development sector and general economic conditions to enable the Board to take appropriate measures it deems fit to mitigate the risk.

Further, it is noted that 27 out of the 30 units of Shop Offices of the Project have been sold while another three (3) units of Shop Offices have been booked by potential End Purchasers, thus mitigating the risk of low take-up of units by potential buyers for the Project. The management is of the opinion that the development of Land 2, which adjoins Land 1, will be in a position to benefit from the track record of sales on Land 1 and the entry of established property development players into the surrounding vicinity such as Radia, a RM1.6 billion integrated property development in Bukit Jelutong, Shah Alam, which is expected to be launched by Sime Darby Sunrise Development Sdn Bhd towards end-2013.

Notwithstanding the above, there is no assurance that any changes to the abovementioned factors, which are beyond the Board's control, will not materially affect Maica's business and financial conditions.

9.2.1 Changes in supply and demand conditions (including changes in lifestyle which affect the product types and mix)

In the environment where supply of property outstrips demand for property, the resultant is a property overhang situation. Property overhang is inherent in any uncontrolled property development in a particular area and is caused by an oversupply and/or low demand for new property launches. Other factors contributing to property overhang include changes in lifestyle which affect the demand for product types and mix, economic downturns and unfavourable financial conditions.

Whilst there can be no assurance that Maica Group will be able to maintain favourable take-up rates for our future property development projects, our Group will monitor market conditions of the property development industry as well as conduct feasibility studies prior to any new property launches.

9.2.2 Competition from existing players and new entrants

Whilst the property development industry generally has a high barrier to entry, our Group faces competition from existing industry players as well as new market entrants into the industry, resulting in which competition for land bank and customer base, amongst others, becomes more intense.

Our Group constantly explore possibility of acquiring new land banks or undertake joint ventures with land owners, and will undertake marketing strategies to mitigate such risks in response to the changing market conditions as well as adopting different concepts and innovative designs to convey our message across to the target market.

Whilst our Group continuously seeks to remain competitive by taking such pro-active measures, there can be no assurance that these measures will be effective to mitigate the effects of competition on our property development activities.

9.2.3 Fluctuation of building materials cost

Fluctuations in construction materials cost are inherent risks in the property and construction sectors. Higher cost of construction and building materials such as steel bars, cement, marbles, tiles and sanitary wares will affect the profit margin of property developers and contractors. In the event Maica increases the selling price of it future development properties as a result of any upward revision to the cost of construction, demand for Maica properties may be adversely affected.

In view of this, Maica will continue to monitor carefully the demand for the type of properties and affordability of potential buyers for such properties before commencing the development of the properties.

9.2.4 Shortage of labour

The property development industry is dependent on the construction industry for the construction of the property projects, which in turn is dependent on the labour of foreign workers. As such, property development business are indirectly dependent on foreign workers due to the shortage of local workers in the construction industry.

The hiring of foreign workers is subject to conditions imposed by the relevant authorities which may change from time to time. In the event that there is a shortage of supply of foreign workers or a restriction is imposed on the number of foreign workers allowed to be employed for our development projects, the completion of the construction of our property development projects may be delayed, resulting in an increase in overheads which may adversely affect our business operations and financial performance.

Notwithstanding the above, our management will continuously monitor the labour market situation which would have an impact on the project costing and where required, adjust the selling prices of our future property development projects accordingly to mitigate any increase in project costing.

9.2.5 Lack of past track record and expertise

The track record and reputation of property developers play a role in determining the successful launch of new property development project, as potential customers will generally prefer to purchase property from reputable property developers who have a track record of on-time delivery and successful completion of property development projects.

As a mitigating factor, the issuance of Project Consideration Shares and Land 2 Consideration Shares will result in Datuk Ter Leong Yap becoming a strategic shareholder or technical partner whereby his market acumen, expertise and track record of Sunsuria group of companies can lend credence to Maica's future property development undertaking.

9.3 Completion Risk

The Proposals are subject to the terms and conditions of the PPA and SPA. There is no assurance that the Proposals will not be exposed to risks such as inability to fulfil the terms and conditions and/or obtain approvals from relevant authorities, if any.

In addition to the risk of non-completion, the PPA Deposit and SPA Deposit paid by Maica amounting to RM2.50 million and RM3.10 million respectively may be forefeited in the event the PPA or SPA, either collectively or whichever the case may be, is terminated as a result of any breach or default attributable to Maica from complying with the terms of the PPA and SPA, as disclosed in Sections 2.2(vii)(b) and 3.2(v)(b) of this Circular respectively.

However, the Company will take reasonable steps that are within its control to ensure that the conditions precedents are fulfilled by the stipulated date.

9.4 Financing Risk

Maica intends to finance the Project Cash Consideration, Land 2 Cash Consideration, associated development costs of the Project as well as the future development cost of Land 2, when undertaken, through a combination of internally generated funds and/or external bank borrowings, the quantum of which has not been ascertained at this juncture.

The bank borrowings, when incurred, will increase the borrowing and gearing level of Maica Group. It would expose the Group to interest rate and debt servicing risks while any utilisation of internal funds is expected to result in a reduction of funds available for working capital purposes, which may have an adverse effect on the Group's cash flow position.

As such, any adverse movement in the interest rates may have a significant impact on the project costs which could adversely affect the Group's financial performance in the future. The Group's ability to make payments on loan principal and to service interest arising will be dependent on future cash flows of Maica Group which is subject to various factors beyond Maica' control, including amongst others, sales of the development on Land 2 and cost of development on Land 2. Failure to repay bank borrowings or service the interest arising in the future may have a material adverse effect on the Group.

Whilst no absolute assurance can be given that Maica will be able to repay all its borrowings and service its interest in the future when they fall due, the Board will continuously monitor and adjust development and marketing strategies in response to changes in interest rates, economic conditions and market demand.

9.5 Risk of non-approval by the relevant authorities

Given that the completion and delivery of the Shop Offices to End Purchasers is conditional upon Maica fulfilling and continuing to fulfill the terms and regulations set out by the relevant authorities in the planning permission, development plan and development order for the Project, there can be no assurance that the Group will not encounter any problems in obtaining the certificate of compliance and completion for the Project.

As the Group will be required to apply for and obtain relevant approvals for any future development on Land 2 from the relevant authorities, there can be no assurance that the Group will be able to comply with new laws, regulations or policies that may be introduced and come into effect from time to time affecting future development of Land 2.

If the Group fails to fulfill the conditions set out by the authorities on the Project or obtain the relevant approvals in relation to future development of Land 2, the development of the Project or future development on Land 2 may not proceed on schedule and the prospects and potential earnings from the development on Land 1 and Land 2 may be affected.

The Board believes that the Group will be able to complete the Project and deliver the Shop Offices to End Purchasers within the specified timeframe as stipulated in the Shop Offices SPAs. However, no assurance can be given that all relevant approvals will be obtained or that they will be obtained on a timely basis so as not to adversely impact the development project to be undertaken by the Group.

9.6 Compulsory acquisition by the Malaysian Government

The Malaysian Government has the power to compulsorily acquire any land in Malaysia pursuant to the provisions of the applicable legislation including the Land Acquisition Act 1960. In such event, the amount of compensation to be awarded is based on the fair market value of the property and is assessed on the basis prescribed in the Land Acquisition Act 1960 and other relevant laws.

If Land 2 is compulsorily acquired by the Malaysian Government at any time following the completion of the Proposed Acquisitions and the compensation to be awarded by the relevant land office authority is lower than the Land 2 Purchase Consideration, the compulsory acquisition could adversely affect the financial results of Maica Group.

10. EFFECTS OF THE PROPOSALS

The effects of the Proposals are as follows:

10.1 Issued and paid-up share capital

The Proposed Diversification will not have any effect on the issued and paid-up share capital of Maica as the Proposed Diversification does not involve any issuance of new Maica Shares.

The proforma effects of the Proposed Acquisitions on the issued and paid-up share capital of Maica is set out below:

	No. of Maica Shares ('000)	Share capital RM'000
Issued and paid-up capital as at the LPD	130,361	65,180
Upon issuance of Project Consideration Shares pursuant to the Proposed Project Acquisition	8,000	4,000
	138,361	69,180
Upon issuance of Land 2 Consideration Shares pursuant to the Proposed Land Acquisition	20,000	10,000
Enlarged share capital	158,361	79,180

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10.2 NA and gearing

The Proposed Diversification is not expected to have any material effect on the NA and gearing position of Maica. The proforma effects of the Proposed Project Acquisition and the Proposed Land Acquisition on the NA and the gearing position of Maica Group based on its latest audited consolidated financial statements as at 31 March 2013, assuming that the Proposed Project Acquisition and Proposed Land Acquisition were completed on that date are as follows:

		I	II
	Audited as at 31 March 2013 RM'000	**After the Proposed Project Acquisition RM'000**	**After (I) and the Proposed Land Acquisition RM'000**
Share capital	65,180	69,180	79,180
Share premium	13,296	13,296	13,296
Capital reserve	815	815	815
Accumulated losses	(8,565)	[(1)](9,065)	(9,065)
Shareholders' fund/ NA	70,726	74,226	84,226
Non-controlling interest	27	27	27
Total equity	70,753	74,253	84,253
No. of Shares ('000)	130,361	138,361	158,361
NA per Share (RM)	0.54	0.54	0.53
Total borrowings (RM'000)	-	[(2)] -	[(3)] 14,000
Gearing (times)	-	-	0.17

Notes:

(1) *After deducting the estimated expenses relating to the Proposals amounting to approximately RM500,000.*

(2) *Assuming that the Proposed Project Acquisition is fully funded vide internally generated funds.*

(3) *Assuming that the Proposed Land Acquisition is funded vide a combination of internally generated funds (being the excess of cash balances as at 30 September 2013 of approximately RM7.00 million after deducting the Project Cash Consideration) and bank borrowings of approximately RM14.00 million (in the event the early redemption of hire purchase receivables does not materialise).*

10.3 Earnings and EPS

The Proposed Diversification is not expected to have any material effect to the earnings and EPS of Maica Group. The proforma effect of the Proposed Project Acquisition and Proposed Land Acquisition to the EPS of Maica Group is as follows:

		I	II
	Audited as at 31 March 2013 RM'000	**After the Proposed Project Acquisition RM'000**	**After (I) and the Proposed Land Acquisition RM'000**
Comprehensive income for the financial year attributable to the owners of Maica	976	[(1)]4,901	4,901
No. of Shares ('000)	130,361	138,361	158,361
EPS (sen)	0.75	3.54	3.09

Note:

(1) *After incorporating the following assumptions:*

(a) deducting the estimated expenses relating to the Proposals amounting to approximately RM500,000; and

(b) assuming the PBT to be derived from the Project (amounting to RM11.80 million) attracts an income tax rate of 25.0% and the profits are recognised equally over two (2) financial years, which amounts to RM4,425,000 per year.

The Board is of the view that the Proposed Acquisitions are expected to contribute positively to the earnings and EPS of Maica Group in the future financial years if and when the Project and Land 2 are successfully developed.

10.4 Shareholdings of substantial shareholders

The Proposed Diversification will not have any effect on the substantial shareholders' shareholding of Maica as the Proposed Diversification does not involve any issuance of new Maica Shares.

The proforma effect of the Proposed Acquisitions on the substantial shareholders' shareholding of the Company is as follows:

	As at 22 October 2013				I After the Proposed Project Acquisition				II After (I) and the Proposed Land Acquisition			
	Direct		Indirect		Direct		Indirect		Direct		Indirect	
	No. of Maica Shares	%	No. of Maica Shares	%	No. of Maica Shares	%	No. of Maica Shares	%	No. of Maica Shares	%	No. of Maica Shares	%
Tan Sri Dato' Tan Hua Choon	22,641,985	17.37	-	-	22,641,985	16.36	-	-	22,641,985	14.30	-	-
Tan Ching Ching	10,247,300	7.86	-	-	10,247,300	7.41	-	-	10,247,300	6.47	-	-
Datuk Ter Leong Yap	-	-	-	-	8,000,000*	5.78	-	-	28,000,000*	17.68	-	-

Note:

* *The Vendor intends to nominate Datuk Ter Leong Yap to receive the Project Consideration Shares and Land 2 Consideration Shares on behalf of the Vendor, in accordance with Clause 4.4 of the PPA and Clause 4.5 of the SPA, respectively.*

11. APPROVALS REQUIRED

The Proposals is subject to the approval being obtained from the following:

(a) Bursa Securities had, vide its letter dated 13 December 2013, resolved to approve the listing of the Consideration Shares, subject to the following conditions:

	Conditions	Status of compliance
(i)	Maica and RHBIB must fully comply with the relevant provisions under the Main Market Listing Requirements pertaining to the implementation of the Proposed Acquisitions	To be complied
(ii)	Maica and RHBIB to inform Bursa Securities upon the completion of the Proposed Acquisitions	To be complied
(iii)	Maica to furnish Bursa Securities with a written confirmation of its compliance with the terms and conditions of Bursa Securities' approval once the Proposed Acquisitions are completed; and	To be complied
(iv)	Maica to furnish Bursa Securities with a certified true copy of the resolution passed by the shareholders in the general meeting approving the Proposed Acquisitions	To be complied

(b) the shareholders of Maica at the EGM to be convened; and

(c) any other relevant authorities and/or parties, if required.

The Proposed Project Acquisition is conditional upon the Proposed Diversification but not any other corporate exercise. The Proposed Land Acquisition is conditional upon the Proposed Project Acquisition and the Proposed Diversification. The Proposed Diversification is not conditional upon any other corporate exercise.

Save for the above, the Proposals are not conditional upon any other corporate proposals of Maica Group.

Save for the Proposals, there is no other corporate proposal that has been announced by Maica which has yet to be completed.

12. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Acquisitions and Proposed Diversification are expected to be completed in the first quarter of calendar year 2014. The tentative timetable in relation to the Proposals is set out below:

Month	Events
20 January 2014	Convening of EGM to obtain the approval of shareholders of Maica for the Proposals
Early February 2014	• Completion of the Proposals; and • Listing of the Consideration Shares

13. DIRECTORS AND/OR MAJOR SHAREHOLDERS' INTEREST AND/OR PERSONS CONNECTED TO DIRECTORS AND/OR MAJOR SHAREHOLDERS

Save as disclosed below, none of the Directors and/ or major shareholders of Maica and/ or persons connected to them have any interest, direct or indirect, in the Proposals.

Koong Wai Seng was appointed as an independent non-executive director of the Company on 6 November 2013. Accordingly, his appointment to the Board took effect after the Board (save for Koong Wai Seng who was appointed after the execution of the PPA and SPA) had already deliberated and approved of the execution of the PPA and SPA. Prior to his appointment to the Board, Koong Wai Seng had declared that he is the Deputy Chief Executive Officer of Sunsuria Development Sdn Bhd, the penultimate holding company of CNSB. He also declared that he is not a director or a shareholder of the Sunsuria group of companies. He is not a person connected with the Directors and/or major shareholders of Maica and does not have any interests in the Proposals.

In view of his senior management position in Sunsuria Development Sdn Bhd, Koong Wai Seng has opted to abstain and will continue to abstain from any deliberation of the Board and voting on the Proposals at the relevant Board meetings of Maica in order to mitigate any potential conflict of interest situation. He has also opted to abstain from voting in respect of his direct and/or indirect shareholdings, if any, on the ordinary resolutions for the Proposals to be tabled at the Company's forthcoming EGM. As at the LPD, he does not have any direct or indirect shareholdings in the Company.

14. DIRECTORS' RECOMMENDATION

The Board, save for Koong Wai Seng who has opted to abstain from expressing any opinion and/or recommendation relating to the Proposals, having considered all aspects of the Proposals, including but not limited to the rationale, financial effects, valuation and risks associated with the Proposals as well as the prospects of the Project and Land 2, is of the opinion that the Proposals are in the best interest of the Company.

Accordingly, the Board save for Koong Wai Seng who has opted to abstain from expressing any opinion and/or recommendation relating to the Proposals, recommends that you vote in favour of the ordinary resolutions pertaining to the Proposals to be held at the forthcoming EGM of the Company.

15. EGM

The EGM, the notice of which is enclosed in this Circular, will be held at Seri Pacific Hotel Kuala Lumpur, Bunga Kenanga Room, Level 3, Jalan Putra, 50480 Kuala Lumpur, Malaysia on Monday, 20 January 2014 at 10.30 a.m. or at any adjournment thereof, whichever is later, for the purpose of considering and, if thought fit, passing the ordinary resolutions to give effect to the Proposals.

If you are unable to attend and vote in person at the EGM, you are requested to complete, sign and return the enclosed Form of Proxy in accordance with the instruction provided therein so as to arrive at the Company's Share Registrars, Tricor Investor Services Sdn Bhd, Level 17, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia on or before 10.30 a.m. on 18 January 2014, being not less than forty-eight (48) hours before that time fixed for holding the EGM. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the EGM should you subsequently wish to do so.

16. FURTHER INFORMATION

You are advised to refer to the appendices set out in this Circular for further information.

Yours faithfully,
For and on behalf of the Board of
MALAYSIA AICA BERHAD

THOR POH SENG
Executive Director

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR THE PROJECT DATED 17 OCTOBER 2013

C H Williams Talhar & Wong

WTW INTERNATIONAL

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Juruukur Berkanun / Chartered Surveyors
Perunding Harta Antarabangsa / International Property Consultants

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Md Baharuddin Mustafa
B Surv., MRICS, FRISM, MMIM, MPEPS
Tony Lee Eng Kow
B.Sc., MRICS, FRISM, MPEPS
Aziah Mohd Yusoff
MBA, BLE, FRICS, FRISM, MPEPS
Heng Kiang Hai
MBA, B Surv., MRICS, FRISM, MPEPS
Tan Ka Leong
B Surv., FRISM, MPEPS
Peh Seng Yee
MBA, B Surv., MRICS, FRISM, MPEPS
Ainuddin Jalaini Bin Ismail
B.Sc., MRICS, MRISM
Lim Chai Yin
B.Sc., MRISM, MPEPS

Consultants
Abdul Halim Othman
P'ng Soo Theng
Goh Tian Sui
Tew You Kian

Report and Valuation

Our Ref : WTW/01/V/000748/13/TBC

Date : 17 October 2013

Board of Directors
Malaysia Aica Berhad
8 (3rd Floor) Jalan Segambut
51200 Kuala Lumpur

Dear Sir

VALUATION CERTIFICATE
LOT NO. PT 36320 TO PT 36349 (INCLUSIVE)
MUKIM OF DAMANSARA
DISTRICT OF PETALING, SELANGOR
FOR SUBMISSION TO BURSA MALAYSIA SECURITIES BERHAD

We refer to your instructions to carry out a formal valuation on the above-mentioned property in providing our opinion of the Market Value of the property for the purpose of submission to Bursa Malaysia Securities Berhad and for inclusion in the circular to shareholders of Malaysia Aica Berhad ("MAICA") in relation to the proposed acquisition by Maica of the rights and interest of Cangkat Nusantara Sdn Bhd, including the development rights, to a commercial development project known as "Trivo, Suria Jelutong" being carried out on parcel of development land in Bukit Jelutong, which comprises 30 units of double-storey shop offices together with infrastructures constructed or to be constructed.

Having inspected the property and investigated available data related and relevant to the matter, we are pleased to report that in our opinion, the market value of the subject property as at 30 September 2013 free from all encumbrances is **RM25,000,000/- (Ringgit Malaysia: Twenty Five Million Only)**.

The valuation has been prepared in accordance with the requirements as set out in the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers and Estate Agents, Malaysia.

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

C H Williams Talhar & Wong

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Our Ref: WTW/01/V/000748/13/TBC

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PROPERTY IDENTIFICATION

Type of Property	:	An ongoing commercial development which comprises 30 units of double storey shopoffices
Location	:	Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor
Title Nos.	:	HSD 291840 to HSD 291869 (inclusive) (Formerly under Master Geran 104810)
Lot Nos.	:	Lot PT 36320 to PT 36349 (inclusive) (Formerly under Master Lot 76110), Mukim of Damansara, District of Petaling, Selangor
Total Net Land Area	:	4,697 square metres (Approximately 50,558 square feet / 1.161 acres)
Tenure	:	Term in perpetuity (Freehold)
Registered Owner	:	CANGKAT NUSANTARA SDN BHD
Category of Land Use	:	Building
Express Condition	:	Commercial Building
Encumbrances	:	Charged to OCBC BANK (MALAYSIA) BERHAD

GENERAL DESCRIPTION

Site

The subject property is an ongoing commercial development known as Trivo, Suria Jelutong situated along Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor.

The site which originally known as Lot 76110 has been subdivided into thirty (30) parcels of land. The master lot, with a gross land area of 13,711 square metres (147,584 square feet / 3.388 acres), a corner lot, is almost pentagonal in shape.

The total net land area of the subject property after subdivision is 4,697 square metres (approximately 50,558 square feet / 1.161 acres). It is generally flat in terrain and lies at the same level with the frontage metalled roads, Persiaran Balairong and Jalan Bazar U8/99.

During our site inspection, we noted that the land was cleared and the construction work i.e. piling work has started.

The western and southern boundaries are demarcated with metal hoarding sheets whilst the rest, is not demarcated by any form of fencing.

GENERAL DESCRIPTION (CONT'D)

Surrounding Development

The subject property is located within Bukit Jelutong, an integrated self-contained township which comprises mainly double storey terraced houses, two to three storeys shopoffices, double storey detached house, walk-up apartments, condominium, factories, on-going development and other public amenities.

The proposed condominium development known as The Skyz Jelutong is located to the immediate west of the subject property whilst Suria Jelutong, another ongoing development which comprises serviced apartment, retail and shop is situated to the immediate north-east.

The newly completed commercial development, D'Vida @ Bukit Jelutong together with Elaeis 1 Condominium, Elaeis 2 Condominium, Mezzo Bukit Jelutong are among the developments which are situated a short distance from the subject property.

Sitiuated to the north includes Tengku Ampuan Jemaah Mosque and Guthrie Golf Academy Pitch & Putt Course whilst Sime Darby Pavilion and Bukit Jelutong Business and Technology Centre are situated further to the north-east.

Notable landmarks such as Sultan Abdul Aziz Shah Airport (Subang Airport) and Rubber Research Institute Malaysia (RRIM) are sited further to the north-east of the subject property whilst Shah Alam Stadium and Taman Pertanian Bukit Cahaya Seri Alam are further to the south-east and west, respectively.

Planning Provision

The subject property is designated for commercial use as per the Express Condition in the document of title.

Proposed Building

Based on the Planning Approval Letter bearing reference no. (29) MBSA/PGR/2016-12 (U8Y) dated 15 October 2012 and the Approved Revised Layout Plan bearing reference no. MBSA/PRG/U8Y-2-12 approved by Majlis Bandaraya Shah Alam as provided by the registered owner, the subject property is proposed for a commercial development which comprises thirty (30) units of double storey shopoffices.

The building plan of the subject property bearing reference no. MBSA/BGN/BB/600-1(PS)/SEK:U8 10281-2012 has been approved by Majlis Bandaraya Shah Alam on 19 December 2012.

Sales Status

Brief details of the sales status as at 30 September 2013 are as follows:-

	Sold Unit	Unsold Unit	Total
No. of unit	30*	0	30
Percentage %	100.00%	0%	100.00%

Note: * inclusive of six units which have been booked

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GENERAL DESCRIPTION (CONT'D)

Sales Status (Cont'd)

Brief details of the selling prices based on the Sales Status as provided to us for the subject property are summarized as follows:-

Type of property	Land Area	SPA Price
Intermediate	1,377 sf - 2,174 sf	RM1,531,200/- to RM2,560,000/-
End Lot	1,786 sf - 2,281 sf	RM2,250,000/- to RM2,873,000/-
Corner Lot	1,948 sf – 2,303 sf	RM2,870,000/ -to RM3,380,000/-

The selling prices after discount range from RM1,515,888 to RM2,944,656.

Summary of the total selling price after discount, amount collected and balance for the sold units as at 30 September 2013 are as follows:-

Total Selling Price After Discount	Amount Collected	Balance Amount
RM61,508,382	RM8,819,988	RM52,688,394

The subject property was launched on 26 November 2012 and is expected to be completed by 2015.

METHOD OF VALUATION

For this valuation exercise, we have adopted Residual Method as the sole method of valuation as the subject property is an ongoing commercial development where its construction work i.e. piling work has started and all of the units have been sold.

In the Residual Method, consideration is given to the gross development value of the project and deducting therefrom the estimated costs of development including preliminaries, development and statutory charges, construction costs and professional fees, financing charges and developer's profit and resultant amount deferred over a period of time for the completion of the project.

VALUE CONSIDERATION

We have adopted the total Gross Development Value of the double storey shopffices at RM52,688,394/- as tabulated below:-

No. of Unit	Total Selling Price after Bumiputra Discount	Amount Collected	Discount	Balance Amount
Sold Unit				
*30 units	RM61,508,382	RM8,819,988	-	RM52,688,394

Note: * inclusive of six units which have been booked

The Gross Development Value (GDV) is derived based on the following justification:-

Components	Rate Adopted	Justification
2-storey shopoffices (*30 units)	Actual selling price	Based on actual selling price as stated in the sales status provided to us by the registered owner.

Note: * inclusive of six units which have been booked

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR THE PROJECT DATED 17 OCTOBER 2013 *(cont'd)*

C H Williams Talhar & Wong

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Our Ref: WTW/01/V/000748/13/TBC

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VALUE CONSIDERATION (CONT'D)

Gross Development Cost (GDC)

The Gross Development Cost (GDC) is estimated at RM23,796,370/- based on the following material parameters and the total amount paid is RM2,176,558/- :-

Items	Rate Adopted /			Justification
	Amount	Amount Paid	Balance	
Infrastructure Works	RM787,800	RM27,000	RM760,800	Based on the actual infrastructure works as stated in the cost breakdown which is provided by the registered owner.
Construction Cost	RM10,789,169	RM478,205	RM10,310,964	Based on the actual construction cost as stated in the contract awarded to the main contractor which is provided by the registered owner.
Finance Cost	8.5% per annum			The finance cost of 8.50% per annum is based on our enquiries with financial institutions, i.e. Base Lending Rate (BLR) 6.60% per annum plus security margin of 1.00% to 2.50% per annum.
Developer's Profit	15% of GDV			Our surveys and enquiries with developers revealed that the rate of return of about 15% to 20% of Gross Development Value (GDV) is required for a developer to commit to a project development.
Development Period	2 years			The estimated development period of 2 years adopted in our valuation is considered reasonable and realistic taking into account the current sales status and the progress of the construction.
Discount Rate	8.5% per annum			In tandem with finance rate based our enquiries with financial institutions.
Professional Fees	RM864,552	RM475,666	RM388,886	Based on the actual professional fees as stated in the cost breakdown which is provided by the registered owner which is analysed to be in line with the market norm.

The market value of the subject property is derived at RM24,542,483/-, say RM25,000,000/-.

VALUATION

Taking into consideration the above factors, we therefore assess the market value of the subject property as at 30 September 2013 free from all encumbrances is **RM25,000,000/- (Ringgit Malaysia: Twenty Five Million Only)**.

Yours faithfully
for and on behalf of
C H Williams Talhar & Wong Sdn Bhd

Sr HENG KIANG HAI
MBA (Real Estate), B.Surv (Hons) Prop.Mgt,
MRICS, FRISM, MPEPS, MMIPPM
Registered Valuer (V-486)

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR LAND 2 DATED 17 OCTOBER 2013

C H Williams Talhar & Wong

WTW INTERNATIONAL

C H Williams Talhar & Wong Sdn Bhd (18149-U)

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Lim Chai Yin
B.Sc., MRISM, MPEPS

Consultants
Abdul Halim Othman
P'ng Soo Theng
Goh Tian Sui
Tew You Kian

Report and Valuation

Our Ref : WTW/01/V/000749/13/TBC

Date : 17 October 2013

Board of Directors
Malaysia Aica Berhad
8 (3rd Floor) Jalan Segambut
51200 Kuala Lumpur

Dear Sir

VALUATION CERTIFICATE
LOT NO. 76106
MUKIM DAMANSARA
DISTRICT OF PETALING
SELANGOR
FOR SUBMISSION TO BURSA MALAYSIA SECURITIES BERHAD

We refer to your instructions to carry out a formal valuation on the above-mentioned property in providing our opinion of the Market Value of the property for the purpose of submission to the Bursa Malaysia Securities Berhad and for inclusion in the circular to shareholders of Malaysia Aica Berhad ("MAICA") in relation to the proposed acquisition by Maica of a parcel of development land under Geran 104806, Lot 76106, Mukim Damansara, Daerah Petaling, Negeri Selangor by Maica from Cangkat Nusantara Sdn Bhd.

Having inspected the property and investigated available data related and relevant to the matter, we are pleased to report that in our opinion, the market value of the subject property as at 30 September 2013 free from all encumbrances is **RM31,000,000/- (Ringgit Malaysia: Thirty One Million Only)**.

The valuation has been prepared in accordance with the requirements as set out in the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards issued by the Board of Valuers, Appraisers and Estate Agents, Malaysia.

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

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR LAND 2 DATED 17 OCTOBER 2013 *(cont'd)*

C H Williams Talhar & Wong

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Our Ref: WTW/01/V/000749/13/TBC

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PROPERTY IDENTIFICATION

Type of Property	:	A parcel of vacant commercial land
Location	:	At Jalan Bazar U8/100, Off Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor
Title No.	:	GRN 104806
Lot No.	:	Lot 76106, Mukim Damansara, District of Petaling, Selangor
Surveyed Land Area	:	14,370 square metres (Approximately 154,677 square feet / 3.551 acres)
Tenure	:	Term in perpetuity (Freehold)
Registered Owner	:	CANGKAT NUSANTARA SDN BHD
Category of Land Use	:	Building
Express Condition	:	Commercial Building
Encumbrances	:	Charged to OCBC BANK (MALAYSIA) BERHAD

GENERAL DESCRIPTION

The subject property is a parcel of vacant commercial land known as Lot No. 76106, Mukim of Damansara, District of Petaling, Selangor which is situated at Jalan Bazar U8/100, Off Persiaran Balairong, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor.

The land that has a surveyed land area of 14,370 square metres (approximately 154,677 square feet/ 3.551 acres) is almost trapezoidal in shape. It is generally falt in terrain and lies at the same level with frontage metalled road, Jalan Bazar U8/100.

During our inspection, we noted that the land was cleared and a temporary site office and workers' quarters were erected on it. The northern and southern boundaries were demarcated with metal hoarding sheets whilst the rest is not demarcated by any form of fencing.

Surrounding Development

The subject property is located within Bukit Jelutong, an integrated self-contained township which comprises mainly double storey terraced houses, two to three storeys shopoffices, double storey detached house, walk-up apartments, condominium, factories, on-going development and other public amenities.

The proposed condominium development known as The Skyz Jelutong is located to the immediate south of the subject property whilst Suria Jelutong, another ongoing development which comprises serviced apartment, retail and shop is situated to the immediate east.

The newly completed commercial development, D'Vida @ Bukit Jelutong together with Elaeis 1 Condominium, Elaeis 2 Condominium, Mezzo Bukit Jelutong are among the developments which are situated a short distance from the subject property.

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR LAND 2 DATED 17 OCTOBER 2013 *(cont'd)*

C H Williams Talhar & Wong

WTW INTERNATIONAL

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Our Ref: WTW/01/V/000749/13/TBC

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GENERAL DESCRIPTION (CONT'D)

Surrounding Development (Cont'd)

Sitiuated to the north-east includes Tengku Ampuan Jemaah Mosque, Guthrie Golf Academy Pitch & Putt Course, Sime Darby Pavilion and Bukit Jelutong Business and Technology Centre.

Notable landmarks such as Sultan Abdul Aziz Shah Airport (Subang Airport) and Rubber Research Institute Malaysia (RRIM) are sited further to the north-east of the subject property whilst Shah Alam Stadium and Taman Pertanian Bukit Cahaya Seri Alam are further to the south-east and west, respectively.

Planning Provision

The subject property is designated for commercial use as per the Express Condition in the document of title.

METHOD OF VALUATION

The subject property is valued using the Comparison Method of Valuation. The Comparison Method entails analysing recent transactions and asking prices of similar property in and around the locality for comparison purposes with adjustments made for differences in location, accessibility, size, shape, land use/ zoning, tenure, plot ratio, site improvement, development order / planning approval, title restrictions if any and other relevant characteristics to arrive at the market value.

VALUE CONSIDERATION

Comparison Method

We have adopted the Comparison Method as the sole method of valuation as the subject property is a vacant commercial land without any development order or planning approval which other methods are deemed not suitable.

Under the Comparison method, the sale evidences have been analysed and adjusted for the location, accessibility, size, shape, land use/ zoning, tenure, plot ratio, site improvement, development order / planning approval, title restrictions if any and other relevant characteristics to arrive at the market value.

Details	Comparable 1	Comparable 2	Comparable 3
Source	Valuation and Property Services Department (JPPH)	Valuation and Property Services Department (JPPH)	Bursa Announcement dated 5 June 2013
Lot No, Town, District and State	Lot PT 26181, Mukim Bukit Raja, District of Petaling, Selangor	Lot 331, Bandar Saujana, District of Petaling, Selangor	Lot 212 & 213, Bandar Damansara, District of Petaling, Selangor
Address	PT 26181, Persiaran Setia Perdana, Bandar Setia Alam	Lot PT 486, Jalan Lapangan Terbang Subang, Saujana Subang	Along Persiaran Tropicana, Petaling Jaya
Type	Vacant commercial land	Vacant commercial land	Two (2) adjoining parcels of vacant commercial land
Tenure	Freehold	Freehold	Leasehold 99 years expiring on 25 October 2090
Land Area (sq metres)	1,882.00	4,735.00	25,948.00
Land Area (sq feet)	20,258	50,967	279,302
Land Area (acres)	0.465	1.170	6.412

VALUATION CERTIFICATE PREPARED BY C H WILLIAMS TALHAR & WONG FOR LAND 2 DATED 17 OCTOBER 2013 *(cont'd)*

C H Williams Talhar & Wong

WTW INTERNATIONAL

C H Williams Talhar & Wong Sdn Bhd (18149-U)

Our Ref: WTW/01/V/000749/13/TBC

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VALUE CONSIDERATION

Comparison Method (Cont'd)

Details	Comparable 1	Comparable 2	Comparable 3
Date	30/01/2013	11/08/2010	05/06/2013
Consideration	RM4,229,215/-	RM15,287,033/-	RM116,123,925/-
Vendor	Perbadanan Kemajuan Negeri Selangor	Castell Tealty Sdn Bhd	Tropicana Golf and Country Resort Berhad
Purchaser	Tanjong Wahyu Sdn Bhd	Khuan Choo Development Sdn Bhd	Mayfair Ventures Sdn Bhd
Analysis (RM psm)	RM2,247	RM3,229	RM4,475
Analysis (RM psf)	RM209	RM300	RM416
Adjustments	We have considered location, accessibility, size, shape, land use/ zoning, tenure, plot ratio, site improvement, development order / planning approval for the adjustments.		
Adjusted Land Value (RM psf)	RM198	RM216	RM260

Notes: "psm" denotes per square metre
"psf" denotes per square foot

From the above analysis, the adjusted land values range from RM198 per square foot to RM260 per square foot.

Having regard to the foregoing, we have adopted Comparable 1 as the best comparable as it is one of the recent transaction and it has the least adjustment compared to the subject property.

The value adopted is at RM200 per square foot and the market value is rounded at RM31,000,000/-.

VALUATION

Taking into consideration the above factors, we therefore assess the market value of the subject property as at 30 September 2013 free from all encumbrances is **RM31,000,000/- (Ringgit Malaysia: Thirty One Million Only)**.

Yours faithfully
for and on behalf of
C H Williams Talhar & Wong Sdn Bhd

Sr HENG KIANG HAI
MBA (Real Estate), B.Surv (Hons) Prop.Mgt,
MRICS, FRISM, MPEPS, MMIPPM
Registered Valuer (V-486)

FURTHER INFORMATION

1. DIRECTOR'S RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board and they individually and collectively, accept full responsibility for the accuracy of the information contained in this Circular and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there is no other fact, the omission of which would make any statement herein false or misleading.

All information relating to the Vendor has been extracted from information provided by the directors/management of the Vendor. Therefore, the sole responsibility of the Board is restricted to ensure that such information is accurately reproduced in this Circular.

2. CONSENTS

2.1 Adviser

The written consent of RHBIB to the inclusion of its name in this Circular, in the form and context in which they appear have been given and have not subsequently been withdrawn before the issuance of this Circular.

2.2 Valuer

The written consent of C H Williams, Talhar & Wong to the inclusion of its name in this Circular, in the form and context in which they appear have been given and have not subsequently been withdrawn before the issuance of this Circular.

2.3 Solicitors

The written consent of Messrs. Mah-Kamariyah & Philip Koh to the inclusion of its name in this Circular, in the form and context in which they appear have been given and have not subsequently been withdrawn before the issuance of this Circular.

3. DECLARATIONS OF CONFLICT OF INTEREST

3.1 Adviser

RHBIB confirms that as at the LPD, there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the adviser to the Company for the Proposals.

3.2 Valuer

C H Williams, Talhar & Wong confirms that as at the LPD, there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the valuer to the Company for the Proposals.

3.3 Solicitors

Messrs. Mah-Kamariyah & Philip Koh confirms that as at the LPD, there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the solicitor to the Company for the Proposals

4. MATERIAL LITIGATION

The Board has confirmed that, as at the LPD, the Group is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, which may have a material effect on the financial position of the Group and the Board does not have knowledge of any proceedings, pending or threatened, against the Group or any facts which is likely to give rise to any proceedings which may materially and adversely affect the financial position of business of the Group.

5. MATERIAL COMMITMENTS

As at the LPD, the Board is not aware of any material commitments incurred or known to be incurred by the Company which, upon becoming enforceable, may have a material impact on the financial results/ position of the Group.

6. CONTINGENT LIABILITIES

As at the LPD, the Board is not aware of any contingent liabilities incurred or known to be incurred which, upon becoming enforceable, may have a material impact on the financial results/position of the Group.

7. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the Registered Office of Maica at 8-3, Jalan Segambut, 51200 Kuala Lumpur, Malaysia, during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of the forthcoming EGM, or at any adjournment thereof:

(a) Memorandum and Articles of Association of Maica;

(b) audited consolidated financial statements of Maica for the past two (2) FYE 31 March 2012 and 31 March 2013 as well as the latest six (6)-month unaudited quarterly results for the financial period ended 30 September 2013;

(c) the letters of consent referred to in **Section 2** of Appendix III;

(d) the declarations of conflict of interest referred to in **Section 3** of Appendix III;

(e) the PPA and SPA; and

(f) the Valuation Reports together with the valuation certificates for the Project and Land 2 as set out in **Appendix I** and **Appendix II** of this Circular, respectively.

MALAYSIA AICA BERHAD
(Company No. 8235-K)
(Incorporated in Malaysia under the Companies Act, 1965)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting of Malaysia Aica Berhad ("**Maica**") will be held at Seri Pacific Hotel Kuala Lumpur, Bunga Kenanga Room, Level 3, Jalan Putra, 50480 Kuala Lumpur, Malaysia on Monday, 20 January 2014 at 10.30 a.m. or at any adjournment thereof, whichever is later, for the purpose of considering and if thought fit, passing the following ordinary resolutions, with or without modification:

ORDINARY RESOLUTION 1

PROPOSED ACQUISITION BY MAICA OF THE DEVELOPMENT RIGHTS AND INTEREST HELD BY CANGKAT NUSANTARA SDN BHD ("CNSB") TO A COMMERCIAL DEVELOPMENT PROJECT KNOWN AS "TRIVO, SURIA JELUTONG" BEING CARRIED OUT ON A PARCEL OF DEVELOPMENT LAND PREVIOUSLY HELD UNDER GERAN 104810, LOT 76110, MUKIM DAMANSARA, DAERAH PETALING, NEGERI SELANGOR ("LAND 1"), WHICH COMPRISES 30 UNITS OF DOUBLE STOREY SHOP OFFICES TOGETHER WITH INFRASTRUCTURES CONSTRUCTED OR TO BE CONSTRUCTED ON LAND 1 ("PROJECT") FOR A TOTAL PURCHASE CONSIDERATION OF RM25.00 MILLION ("PROPOSED PROJECT ACQUISITION")

"**THAT** subject to the passing of Ordinary Resolution 3 and conditional upon the approvals of all relevant authorities being obtained, where required, approval be and is hereby given to Maica to acquire the Project from CNSB for a total purchase consideration of RM25,000,000 only, subject to and upon such terms and conditions as set out in the Project Purchase Agreement dated 23 October 2013 ("**PPA**") in relation to the Proposed Project Acquisition.

THAT pursuant to the terms of the PPA, approval be and is hereby given to the Company to allot and issue 8,000,000 new ordinary shares of RM0.50 each in Maica ("**Maica Shares**") at an issue price of RM0.50 each to the Vendor or its nominee pursuant to the terms of the PPA.

AND THAT any of the Directors of Maica be and are hereby authorised and empowered to complete and implement the Proposed Project Acquisition, to deal with all matters incidental, ancillary to and/or relating thereto, to take all such steps and to enter into all deeds, agreements, arrangements, undertakings, transfers and indemnities as they may deem fit, necessary, expedient and/or appropriate in order to implement, finalise and give full effect to the Proposed Project Acquisition under the terms and conditions of the PPA with full powers to negotiate, approve, agree and assent to any conditions, revaluations, modifications, variations and/or amendments as may be required by any relevant authorities and/or as the Directors deem fit, appropriate and in the best interest of Maica."

ORDINARY RESOLUTION 2

PROPOSED ACQUISITION BY MAICA OF ANOTHER PARCEL OF DEVELOPMENT LAND HELD UNDER GERAN 104806, LOT 76106, MUKIM DAMANSARA, DAERAH PETALING, NEGERI SELANGOR ("LAND 2") FROM CNSB FOR A TOTAL PURCHASE CONSIDERATION OF RM31.00 MILLION ("PROPOSED LAND ACQUISITION")

"**THAT** subject to the passing of Ordinary Resolution 1 and Ordinary Resolution 3, and conditional upon the approvals of all relevant authorities being obtained where required, approval be and is hereby given to Maica to acquire Land 2 from CNSB for a total purchase consideration of RM31,000,000 only, subject to and upon such terms and conditions as set out in the Sale and Purchase Agreement dated 23 October 2013 ("**SPA**") in relation to the Proposed Land Acquisition.

THAT pursuant to the terms of the SPA, approval be and is hereby given to the Company to allot and issue 20,000,000 new Maica Shares at an issue price of RM0.50 each to the Vendor or its nominee pursuant to the terms of the SPA.

AND THAT any of the Directors of Maica be and are hereby authorised and empowered to complete and implement the Proposed Land Acquisition, to deal with all matters incidental, ancillary to and/or relating thereto, to take all such steps and to enter into all deeds, agreements, arrangements, undertakings, transfers and indemnities as they may deem fit, necessary, expedient and/or appropriate in order to implement, finalise and give full effect to the Proposed Land Acquisition under the terms and conditions of the SPA with full powers to negotiate, approve, agree and assent to any conditions, revaluations, modifications, variations and/or amendments as may be required by any relevant authorities and/or as the Directors deem fit, appropriate and in the best interest of Maica."

ORDINARY RESOLUTION 3

PROPOSED DIVERSIFICATION OF THE EXISTING CORE BUSINESSES OF MAICA AND ITS SUBSIDIARIES TO INCLUDE PROPERTY DEVELOPMENT BUSINESS ("PROPOSED DIVERSIFICATION")

"**THAT** subject to the approvals of all relevant authorities (if any), approval be and is hereby granted to the Company to diversify the core businesses of Maica and its subsidiaries to include property development business.

AND THAT any of the Directors of Maica be and are hereby authorised to do all such acts, deed and things as are necessary to give full effect to the Proposed Diversification with full power to assent to any conditions, modifications, variations and/or amendments as may be required or imposed by the relevant authorities and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as they may consider necessary or expedient to implement, finalise and give full effect to the Proposed Diversification."

By Order of the Board
MALAYSIA AICA BERHAD

LIM LAI SAM (MAICSA 0877479)
TAN SHIEN YIN (MAICSA 7018545)
Company Secretaries

Kuala Lumpur
2 January 2014

Notes:

1. A member entitled to attend and vote at the extraordinary general meeting is entitled to appoint one or more proxies (**but not more than two**) to attend and vote instead of him. A proxy may but need not be a member of the Company and the provisions of Section 149(1) (b) of the Companies Act, 1965 shall not apply to the Company. Where a member appoints two proxies to attend the same meeting, the member shall specify the proportion of his shareholding to be represented by each proxy, failing which the appointment shall be invalid.

2. Where a member of the Company is an authorised nominee as defined under the Central Depositories Act, it shall be entitled to appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.

   Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.

   Where an authorised nominee or an exempt authorised nominee appoints more than one proxy, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies.

3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's common seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

4. The instrument appointing a proxy shall be deposited with the Company's Share Registrars, Tricor Investor Services Sdn Bhd, Level 17, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia, not less than forty-eight (48) hours before the time appointed for holding the extraordinary general meeting or any adjournment thereof.

5. Depositors whose names appear in the Record of Depositors on a date not less than three (3) market days before the general meeting shall be entitled to attend and vote at the general meeting or appoint a proxy to attend and vote on his behalf.

MALAYSIA AICA BERHAD (8235-K)
(Incorporated in Malaysia under the Companies Act, 1965)

FORM OF PROXY

CDS Account No.	No. of shares held	Contact No.

I/We, ... (NRIC No./ Company No:...............................) of
(FULL NAME IN BLOCK CAPITALS)

.... being a member
(FULL ADDRESS)

of MALAYSIA AICA BERHAD, hereby appoint ....
(FULL NAME IN BLOCK CAPITALS)

(NRIC No ....) of ....
(FULL ADDRESS)
representing..................... (PERCENTAGE) (%) of my/ our shareholdings in the Company, and/ or

failing him/ her .... (NRIC No ....) of
(FULL NAME IN BLOCK CAPITALS)

....
(FULL ADDRESS)

Representing .... (PERCENTAGE) (%) of my/ our shareholdings in the Company and/ or failing him/ her/ them, THE CHAIRMAN OF THE MEETING, as my/ our proxy/ proxies to vote for me/ us on my/ our behalf at the Extraordinary General Meeting of the Company to be held at Seri Pacific Hotel Kuala Lumpur, Bunga Kenanga Room, Level 3, Jalan Putra, 50480 Kuala Lumpur, Malaysia on Monday, 20 January 2014 at 10.30 a.m. or at any adjournment thereof in respect of my/ our holding of shares in the manner indicated below:

My/ our proxy/ proxies is/are to vote as indicated below:

ORDINARY RESOLUTIONS	FOR	AGAINST
Proposed Project Acquisition		
Proposed Land Acquisition		
Proposed Diversification		

(Please indicate with a cross (x) in the space provided above whether you wish your votes to be cast for or against the ordinary resolutions. In the absence of specific direction, your proxy/ proxies will vote or abstain as he/ they think(s) fit.)

____

Signature of Shareholder
or Common Seal

Dated this ________ day of _________________ 2014.

Notes:

1. A member entitled to attend and vote at the extraordinary general meeting is entitled to appoint one or more proxies (**but not more than two**) to attend and vote instead of him. A proxy may but need not be a member of the Company and the provisions of Section 149(1) (b) of the Companies Act, 1965 shall not apply to the Company. Where a member appoints two proxies to attend the same meeting, the member shall specify the proportion of his shareholding to be represented by each proxy, failing which the appointment shall be invalid.

2. Where a member of the Company is an authorised nominee as defined under the Central Depositories Act, it shall be entitled to appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.

   Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.

   Where an authorised nominee or an exempt authorised nominee appoints more than one proxy, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies.

3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's common seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

4. The instrument appointing a proxy shall be deposited with the Company's Share Registrars, Tricor Investor Services Sdn Bhd, Level 17, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia, not less than forty-eight (48) hours before the time appointed for holding the extraordinary general meeting or any adjournment thereof.

5. Depositors whose names appear in the Record of Depositors on a date not less than three (3) market days before the general meeting shall be entitled to attend and vote at the general meeting or appoint a proxy to attend and vote on his behalf.

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AFFIX
STAMP

The Secretaries
MALAYSIA AICA BERHAD (8235-K)
c/o Tricor Investor Services Sdn Bhd
Level 17, The Gardens North Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur
Malaysia

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