

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

IF YOU ARE IN ANY DOUBT AS TO THE COURSE OF ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS IMMEDIATELY.

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RAYA INTERNATIONAL BERHAD
(Company No.: 412406-T)
(Incorporated in Malaysia under the Companies Act, 1965)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

This document gives notice of an additional resolution under Special Business at the Twentieth (20th) Annual General Meeting ("AGM") of Raya International Berhad ("the Company"), to be held at Hazel & Ivy Room, Level 2M, One World Hotel, First Avenue, Bandar Utama City Centre, 47800 Petaling Jaya, Selangor, on Monday, 19 June 2017 at 12.00 p.m., or at any adjournment thereof.

This notice of additional resolution is supplementary to the Notice of Twentieth (20th) AGM dated 28 April 2017 which shareholders will have received recently. Shareholders will find enclosed an additional Form of Proxy for use at the said AGM.

Please note your proxy will be authorized to vote on this Resolution if the attached Proxy Form is not deposited at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time for holding the meeting or at adjourned meeting thereof.

Your proxy is deemed to have discretionary vote if the attached Proxy Form is not deposited.

Last date and time for lodging the Form of Proxy : Saturday, 17 June 2017 at 12.00 p.m.

The date and time of the 20th AGM : Monday, 19 June 2017 at 12.00 p.m.

This Circular is dated 24 May 2017

DEFINITIONS

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

“Act”	:	Companies Act, 2016, as amended from time to time and any re-enactment thereof
“ACE Market”	:	ACE Market of Bursa Securities
“Acquisitions”	:	Acquisition of Sturgeon and Acquisition of Straits 1, collectively
“Acquisition of Straits 1”	:	Acquisition of one (1) vessel known as “Straits 1” for a purchase consideration of RM2,800,000 to be satisfied via cash proceeds raised from the Rights Issue of Shares with Warrants
“Acquisition of Sturgeon”	:	Acquisition of one (1) vessel known as “Sturgeon” for a purchase consideration of RM3,200,000 to be satisfied via the issuance of the Consideration Shares
“AGM”	:	Annual general meeting
“Board”	:	Board of Directors of the Company
“Bursa Depository”	:	Bursa Malaysia Depository Sdn Bhd
“Bursa Securities” or “Exchange”	:	Bursa Malaysia Securities Berhad
“Circular”	:	This circular to shareholders of Raya dated 24 May 2017 in relation to the Proposed Renewal of Shareholders’ Mandate
“CMSA”	:	Capital Markets and Services Act, 2007, as amended from time to time and any re-enactment thereof
“Consideration Shares”	:	Representing 20,000,000 new Raya Shares to be issued at an issue price of RM0.16 per Raya Share as consideration for the Acquisition of Sturgeon
“Corporate Exercises”	:	Share Capital Reduction, Acquisitions and Rights Issue of Shares with Warrants, collectively
“Director”	:	A natural person who holds directorship in the Company, whether in an executive or non-executive capacity and shall have the meaning given in Section 2 of the Act and Section 2(1) of the CMSA
“EGM”	:	The extraordinary general meeting of the Company which was held on 19 May 2017 for shareholders’ approval in relation to the Corporate Exercises and the New Shareholders’ Mandate
“FYE”	:	Financial year ended/ ending
“Listing Requirements”	:	ACE Market Listing Requirements of Bursa Securities
“LPD”	:	26 April 2017, being the latest practicable date of this Circular

DEFINITIONS (CONT'D)

- “Major Shareholder” : A person who has interest or interests in one or more voting shares in the Company and the nominal amount of that share, or the aggregate of the nominal amounts of those shares, is:
- (a) equal to or more than 10% of the aggregate of the nominal amounts of all the voting shares in the Company; or
 - (b) equal to or more than 5% of the aggregate of the nominal amounts of all the voting shares in the Company where such person is the largest shareholder of the Company
- “Market Day” : A day on which Bursa Securities is open for trading in securities
- “Memorandum of Agreement 1” : Memorandum of Agreement dated 14 November 2016 between Raya and Seller 1 in relation to the Acquisition of Sturgeon
- “Memorandum of Agreement 2” : Memorandum of Agreement dated 14 November 2016 between Raya and Seller 2 in relation to the Acquisition of Straits 1
- “New Shareholders’ Mandate” : New shareholders’ mandate for Recurrent Related Party Transactions to be entered in by the Group from the date the EGM which was held on 19 May 2017 to the next AGM
- “Person Connected” : In relation to a Director or a Major Shareholder, means such person who falls under any one of the following categories:
- (a) a family member of the Director or Major Shareholder;
 - (b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Director, Major Shareholder or a family member of the Director or Major Shareholder is the sole beneficiary;
 - (c) a partner of the Director, Major Shareholder or a partner of a person connected with that Director or Major Shareholder;
 - (d) a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;
 - (e) a person in accordance with whose directions, instructions or wishes the Director or Major Shareholder is accustomed or is under an obligation whether formal or informal to act;

DEFINITIONS (CONT'D)

- (f) a body corporate or its directors which/who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;
 - (g) a body corporate or its directors whose directions, instructions or wishes the Director or Major Shareholder is accustomed or under an obligation, whether formal or informal, to act;
 - (h) a body corporate in which the Director, Major Shareholder or persons connected with him are entitled to exercise 15% of the votes attached to voting shares in the body corporate; or
 - (i) a body corporate which is a related corporation
- “Proposed Renewal of Shareholders’ Mandate” : Proposed renewal of shareholders’ mandate for Recurrent Related Party Transactions, further details are stated in Section 2.6 of this Circular
- “Raya” or “Company” : Raya International Berhad
- “Raya Group” or “Group” : The Company and its subsidiaries
- “Raya Share(s)” or “Share(s)” : Ordinary shares in the Company
- “Record of Depositors” : A record of securities holders established by Bursa Depository under the Rules of Bursa Depository
- “Recurrent Related Party Transaction(s)” : Related Party Transaction(s) involving recurrent transactions of a revenue or trading nature that are necessary for the day-to-day operations and are in the ordinary course of business of the Group
- “Related Party(ies)” : Director(s), Major Shareholder(s) and/or Person(s) Connected with such Director(s) and/or Major Shareholder(s)
- “Related Party Transaction(s)” : Transaction(s) entered into by Raya Group which involve(s) the interest, direct or indirect, of the Related Party(ies)
- “Rights Issue of Shares with Warrants” : Renounceable rights issue of up to 183,952,000 new Shares (“Rights Shares”) on the basis of one (1) Rights Share for every one (1) existing Raya Share held on an entitlement date to be determined later (“Entitlement Date”), together with up to 183,952,000 free detachable warrants (“Warrants”) on the basis of one (1) Warrant for every one (1) Rights Share subscribed by the entitled shareholders
- “RM” and “sen” : Ringgit Malaysia and sen respectively
- “Rules of Bursa Depository” : Rules of Bursa Depository as issued pursuant to the Securities Industry (Central Depositories) Act, 1991

DEFINITIONS (CONT'D)

“Selatan Bunker”	:	Selatan Bunker (M) Sdn Bhd, a 51% owned subsidiary of Raya
“Share Capital Reduction”	:	Reduction of RM8,528,533 of the share capital account of Raya by cancelling RM8,528,533 pursuant to Section 116 of the Act as the case may be, and such credit will be utilised to set-off against the accumulated losses of the Company
“Skips Marine Services”	:	Skips Marine Services Pte Ltd, a company incorporated in Singapore. Captain Tony Tan Han (Chen Han) is a director and shareholder of Skips Marine Services
“Straits 1”	:	An oil tanker, owned by Straits Holdings, and is registered in Port Kelang, Malaysia
“Straits Holdings” or “Seller 2”	:	Straits Holdings Ltd.
“Sturgeon”	:	An oil tanker, owned by Sturgeon Asia, and is registered in Port Kelang, Malaysia
“Sturgeon Asia” or “Seller 1”	:	Sturgeon Asia Ltd.
“TMD Straits”	:	TMD Straits Ltd, a private limited company incorporated in Labuan and a wholly-owned subsidiary of Raya
“TMD Sturgeon”	:	TMD Sturgeon Ltd, a private limited company incorporated in Labuan and a wholly-owned subsidiary of Raya
“Tumpuan Megah”	:	Tumpuan Megah Development Sdn Bhd
“USD” or “US cents”	:	United States Dollar and cents respectively

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 references to “the Company” and “Raya” in this Circular are made to Raya, and all references to “the Group” and “Raya Group” are made to the Company and its subsidiary companies. All references to “we”, “us” and “our” are made to the Company, save and where the context otherwise requires, shall include its subsidiaries.

All references to “you” in this Circular are to the shareholders of Raya.

Any reference in this Circular to any enactment is a reference to that enactment 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.

Any discrepancies in the tables included in this Circular between the amounts listed, the actual figures and the totals thereof are due to rounding.

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RAYA INTERNATIONAL BERHAD
(Company No.: 412406-T)
(Incorporated in Malaysia under the Companies Act, 1965)

Registered Office:
No. 149A, 149B, 151B
Persiaran Raja Muda Musa
42000 Port Klang
Selangor Darul Ehsan

24 May 2017

Board of Directors:

YAM Dato' Seri Tengku Baharuddin Ibni Sultan Mahmud (*Non-Independent Non-Executive Chairman*)
Tan Sri Mohd Bakri Bin Mohd Zinin (*Non-Independent Non-Executive Director*)
Dato' Tan Seng Hu (*Managing Director*)
Dato' Sri Ho Kam Choy (*Executive Director*)
Captain Tony Tan Han (Chen Han) (*Executive Director*)
Ho Fook Meng (*Independent Non-Executive Director*)
Leong Fook Heng (*Independent Non-Executive Director*)
Ho Hung Ming (*Alternate Director to Tan Sri Mohd Bakri Bin Mohd Zinin*)

To: Our Shareholders

Dear Sir/Madam,

RAYA INTERNATIONAL BERHAD

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

1. INTRODUCTION

At the Company's EGM held on 19 May 2017, Raya had obtained a mandate from its shareholders to enter into Recurrent Related Party Transaction(s) pursuant to Rule 10.09 of Chapter 10 and Guidance Note 8 of the Listing Requirements.

The said shareholders' mandate obtained on 19 May 2017 shall, in accordance with the Listing Requirements, lapse at the conclusion of the forthcoming AGM unless authority for its renewal is obtained from the shareholders of the Company at the forthcoming AGM.

The purpose of this Circular is to provide you with the relevant information on the Proposed Renewal of Shareholders' Mandate as well as to seek your approval for the ordinary resolution to be tabled at the forthcoming AGM.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE TO BE TABLED AT THE COMPANY'S FORTHCOMING AGM.

2. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

Selatan Bunker had on 25 January 2017 entered into a Ships Management Agreement with Skips Marine Services ("Ships Management Agreement") to appoint Skips Marine Services to provide ship management services for Sturgeon and Straits 1, after the completion of the Acquisitions (as at the date of this Circular, the Acquisitions have not been completed) and Selatan Bunker entering into the Charter Agreement as defined in Section 2.6.2 of this Circular.

The Related Parties are, namely:

- (i) Captain Tony Tan Han (Chen Han) is the Executive Director of Raya, a director of Selatan Bunker and is also the director and shareholder of Skips Marine Services;
- (ii) Skips Marine Services, being a body corporate in which Captain Tony Tan Han (Chen Han) is entitled to exercise 38% of the votes attached to voting shares in Skips Marine Services and as such, a Person Connected to Captain Tony Tan Han (Chen Han) and as such, deemed a Person Connected to the Directors; and
- (iii) Chai Siang Chia, the Technical General Manager of Selatan Bunker, is also a director and shareholder of Skips Marine Services and is a person accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of Captain Tony Tan Han (Chen Han) and as such, deemed a Person Connected to the Directors;

Pursuant to the Ships Management Agreement, it is the intention of Raya that the subsidiaries which is to hold Sturgeon and Straits 1, namely TMD Sturgeon and TMD Straits, enters into charter agreements with Pan Logistics Ltd (a wholly owned subsidiary of Raya). Thereafter, Pan Logistics Ltd will enter in to a charter agreement with Selatan Bunker where Selatan Bunker will charter Sturgeon and Straits 1 from Pan Logistics Ltd. The charter arrangements as stated above enable Selatan Bunker to enter into one leasing agreement with Pan Logistics Limited as opposed to two (2) separate leasing agreements with TMD Straits and TMD Sturgeon. The Board is of the opinion that this would be more cost effective as only one license fee is payable to the authorities and Selatan Bunker is only required to deal with one party for the above leasing arrangements.

Following from the said charter agreements, Selatan Bunker shall be the Group's operational subsidiary in managing all oil bunkering related activities, whilst Skips Marine Services will manage the operations, maintenance, crew, supplies and dry docking of the vessels. Kindly refer to Section 2.6.2 of this Circular for further details.

On 19 May 2017, the Group obtained a New Shareholders' Mandate for the Raya Group to enter into Recurrent Related Party Transaction(s) pursuant to Rule 10.09 of Chapter 10 and Guidance Note 8 of the Listing Requirements. The Company proposes to seek a renewal of the general mandate from its shareholders for the Company and/or its subsidiaries to enter into arrangements or transactions with the Related Party, which are necessary for the day-to-day operations of Raya Group and are based on normal commercial terms that are not more favourable to the Related Party than those generally made available to the public.

As such, a mandate from Raya's shareholders pursuant to Rule 10.09 (2), Part E of Chapter 10 of the Listing Requirements will enable the Raya Group to enter into Recurrent Related Party Transactions with the Related Parties. Kindly refer to Sections 2.1 to 2.10 of this Circular for further details.

2.1 Provisions under the Listing Requirements

Pursuant to Rule 10.09 (1) of the Listing Requirements, listed issuer with an issued share capital of less than RM60.0 million must immediately announced a Recurrent Related Party Transaction as follows:-

- (i) the consideration, value of the assets, capital outlay or costs of the Recurrent Related Party Transaction is RM1.0 million or more; or
- (ii) the percentage ratio of such Recurrent Related Party Transaction is 1% or more;

whichever is the lower.

Under Rule 10.09 (2) of the Listing Requirements, where there are Recurrent Related Party Transactions, the Company may seek its shareholders' mandate in respect of such transactions subject to the following:

- (a) the transactions are in the ordinary course of business and are on the terms not more favourable to the related party than those generally available to the public;
- (b) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year where the aggregate value is equal to or more than the threshold prescribed under Rule 10.09 (1) of the Listing Requirements, as stated above;
- (c) the Company's circular to shareholders for the shareholders' mandate includes the information as may be prescribed by Bursa Securities;
- (d) in a meeting to obtain shareholders' mandate, the interested Director, interested Major Shareholder or interested Person Connected to a Director or Major Shareholder and where the interest of an interested Person Connected to a Director or Major Shareholder is involved, such Director or Major Shareholder, must not vote on the resolution approving the transactions and an interested Director or interested Major Shareholder must ensure that Persons Connected with him abstain from voting on the resolution approving the transactions; and
- (e) the Company immediately announces to Bursa Securities when the actual value of a Recurrent Related Party Transaction entered into by the Company, exceeds the estimated value of the Recurrent Related Party Transaction disclosed in this Circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.

Where the Company has procured its shareholders' mandate pursuant to the Listing Requirement, the provisions of Rule 10.08, Part E of Chapter 10 of the Listing Requirements shall not apply during the period of validity of the shareholders' mandate.

2.2 Validity of the Proposed Renewal of Shareholders' Mandate

It is envisaged that in the normal course of the Group's operations, transactions of revenue or trading nature between companies in the Raya Group and the Related Parties are likely to occur, and which are necessary for its day-to-day operations. In this respect, the Company is seeking approval from the shareholders for the Proposed Renewal of Shareholders' Mandate which will allow the Group, in their ordinary course of business, to enter into the category of Recurrent Related Party Transactions disclosed in Section 2.6 of this Circular with the Related Parties, provided such transactions are made at arms' length, on the Group's normal commercial terms and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of the Company.

The Proposed Renewal of Shareholders' Mandate, if approved by our shareholders at the forthcoming AGM, shall take effect from the date of passing of the resolution proposed at the forthcoming AGM and will continue to be in force until:

- (a) the conclusion of the next AGM of the Company, at which time the mandate will lapse, unless the mandate is renewed by a resolution passed at that meeting;
 - (b) the expiration of the period within which the next AGM of the Company after the date it is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
 - (c) revoked or varied by resolution passed by the shareholders in general meeting,
- whichever is the earlier.

2.3 Disclosure in annual report

Disclosure will be made in the Company's annual report in accordance with Paragraph 3.1.5 of Guidance Note 8 of the Listing Requirements, which requires a breakdown of the aggregate value of the Recurrent Related Party Transactions made during the financial year pursuant to the Proposed Renewal of Shareholders' Mandate based on the following information:

- (a) type of Recurrent Related Party Transactions made; and
- (b) names of the Related Parties involved in each type of the Recurrent Related Party Transaction made and their relationship with our Company.

2.4 Classes of Related Parties

The Proposed Renewal of Shareholders' Mandate will apply to the following classes of Related Parties:

- (a) Directors;
- (b) Major Shareholders; and
- (c) Persons Connected with the Directors and/or Major Shareholders.

2.5 Raya Group

The Company is principally engaged in investment holding activities and the provision of management services. In June 2016, the Group diversified its principal activities to include the business of carrying out bunkering services to ships, and other ocean faring vessels, ownership of related assets for its bunkering business such as lorries, oil tankers and storage facilities, as well as other assets relating to logistics and warehouse activities.

The particulars of the subsidiary and/or associate companies of Raya and their principal activities are as follows:

Company	% held	Principal activities
<u>Subsidiaries</u>		
Envair Energy Sdn Bhd	100.0	Distribution and manufacturing of air filters. Also involved in the provision of consultancy services and trading of carbon filter cartridges

Company	% held	Principal activities
Quest Equipment & Services Sdn Bhd	100.0	Principally involved in installation of cleanroom systems, sale of air filters and cleanroom equipment. Also principally engaged in the trading of carbon filter cartridges
Quest Technology Sdn Bhd	100.0	Trading in air filters, cleanroom equipment and vinyl flooring and installation of cleanroom systems. Also principally involved in general trading
Raya Consumable Sdn Bhd	100.0	Manufacturing and trading of water filters, beauty products and healthcare products
Quest System & Engineering Sdn Bhd	100.0	Selling, installation, maintenance and servicing of water treatment equipment and sale of cleanroom filters and equipment. Also principally involved in the provision of other ancillary services
Youbicom Malaysia Sdn Bhd	70.0	Distribution of wireless energy saving products. Also involved in provision of website development services
Selatan Bunker	51.0	Provision of bunkering services for marine fuel and petroleum based products
Pan Logistics Ltd <i>(incorporated in Labuan)</i>	100.0	The intended principal activity is to engage in offshore trading and investment holding activities
TMD Straits Ltd <i>(incorporated in Labuan)</i>	100.0	The intended principal activity is to engage in offshore trading and investment holding activities
TMD Sturgeon Ltd <i>(incorporated in Labuan)</i>	100.0	The intended principal activity is to engage in offshore trading and investment holding activities
<u>Associate company</u> Fajar Maritime and Logistics Sdn Bhd	49.0	The intended principal activity is providing bunkering services for marine fuel, petroleum and petroleum based products

It is envisaged that, in the normal course of the Group's businesses, transactions of a revenue or trading nature between the companies in Raya Group and the Related Parties are likely to occur, which are necessary for its day-to-day operations. The details of the Recurrent Related Party Transactions contemplated under the Proposed Renewal of Shareholders' Mandate are set out in Section 2.6 of this Circular.

2.6 Details of the Recurrent Related Party Transactions contemplated under the Proposed Renewal of Shareholders' Mandate

2.6.1 The class and nature of the Recurrent Related Party Transactions of the Group are as follows:

No.	Transacting party within the Group	Transacting Related Parties	Nature of transactions	Interested Related Parties	Estimated value during the validity period of the mandate as disclosed in the circular to shareholders dated 25 April 2017 (RM)	Actual value transacted from 19 May 2017 (EGM date) to the LPD (RM)	Estimated aggregate value of transaction for the period from the forthcoming AGM to the next AGM (RM)
1.	Selatan Bunker	Skips Marine Services ⁽¹⁾	Provision of ship management services for Sturgeon by Skips Marine Services after the completion of the Acquisition of Sturgeon ⁽²⁾ and Selatan Bunker entering into charter agreement with Pan Logistics Sdn Bhd	<ul style="list-style-type: none"> Captain Tony Tan Han (Chen Han) the Executive Director of Raya and a director of Selatan Bunker. He is also the director and shareholder holding 38.0% shareholdings in Skips Marine Services. 	213,120 ⁽³⁾	Nil ⁽⁴⁾	213,120 ⁽³⁾
			Provision of ship management services for Straits 1 by Skips Marine Services after the completion of the Acquisition of Straits 1 ⁽²⁾ and Selatan Bunker entering into charter agreement with Pan Logistics Sdn Bhd	<ul style="list-style-type: none"> Chai Siang Chia, the Technical General Manager of Selatan Bunker. He is also the director and shareholder holding 35.0% shareholdings in Skips Marine Services and is a person accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of Captain Tony Tan Han (Chen Han). 	213,120 ⁽³⁾	Nil ⁽⁴⁾	213,120 ⁽³⁾
Total					426,240	-	426,240

Notes:

- (1) Skips Marine Services is a private limited company and having its principal place of business in Singapore. Skips Marine Services is principally involved in ship management services and management of shipping lines. The directors and shareholders of Skips Marine Services together with their shareholdings in Skips Marine Services are as follows:

Name	Designation	% held in Skips Marine
Captain Tony Tan Han (Chen Han)	Director/ Shareholder	38.0%
Chai Siang Chia	Director/ Shareholder	35.0%
Djie Kwang Liong	Director/ Shareholder	27.0%
	Total	100.0%

- (2) Relates to the provision of ship management services for Sturgeon and Straits 1 pursuant to the Ships Management Agreement dated 25 January 2017. Kindly refer to Section 2.6.1 of this Circular for further details.
- (3) The estimated value of is based on USD4,000 per month for one vessel, based on the exchange rate of USD1:RM4.44 (as at 6 April 2017) for a period of 12 months until the next AGM. The estimated value is subject to changes if the actual AGM is held earlier or later than the expected date of the AGM.
- (4) As at LPD, the Acquisitions have not been completed.

2.6.2 Salient terms of the Ship Management Agreement

- (a) Subject to and upon:
 - (i) the approval of the Ship Management Agreement by the shareholders of Raya being obtained; and
 - (ii) the Charter Agreement becoming unconditional;
("Effective Date")

and in consideration of the Ship Management Agreement, Skips Marine Services shall, from the Effective Date, provide the ship management services as set out in the Ship Management Agreement to Selatan Bunker.

Upon completion of the acquisition of the Sturgeon and Straits 1 respectively by Raya or its wholly owned subsidiaries in accordance to the terms of the Memorandum of Agreement 1 and Memorandum of Agreement 2 respectively, Selatan Bunker proposes to charter the said vessels from Raya or its wholly-owned subsidiaries, as may be applicable ("Charter Agreement");

- (b) The term of the Ship Management Agreement shall be for a period of one (1) year from the Effective Date ("Term"). Subject to the mutual agreement between the parties in writing, the term shall be renewable for further term(s) of one (1) year each from the expiry of the Term ("Renewal Term") or Renewal Term (where applicable), subject always to the approval of the shareholders of Raya of the Renewal Term, where required.
- (c) The ship management services to be provided by Skips Marine Services to Selatan Bunker, includes but is not limited to:
 - (i) Management Service - Crew Management
Skips Marine Services shall provide suitably qualified and licensed crew for Sturgeon and Straits 1 respectively as per Malaysian Marine Department's criteria and requirement which is required by Selatan Bunker in accordance with current International Convention on Standards of Training, Certification and Watchkeeping for Seafarers 1978, as amended in 1995 and 2010 (STCW) requirements;
 - (ii) Technical Management
Skips Marine Services shall provide technical management of Sturgeon and Straits 1 respectively which includes, but is not limited to, ensuring compliance with the International Safety Management (ISM) Code and The International Ship and Port Facility Security (ISPS) Code.
 - (iii) Health and Safety and Environmental Protection
Skips Marine Services shall operate a management system to comply, and to ensure that Sturgeon and Straits 1 respectively and the crew comply, with all applicable health, safety and environmental laws and regulations.

- (d) Skips Marine Services' obligations include procuring that the requirements of the flag state of the Sturgeon and Straits 1 respectively, are satisfied and they shall in particular be deemed to be the "Company" as defined by the ISM Code, assuming the responsibility for the operation of the Sturgeon and Straits 1 respectively and taking over the duties and responsibilities imposed by the ISM Code when applicable;
- (e) Selatan Bunker shall pay to Skips Marine Services for the provision of management services, a monthly management fee of USD4,000 per vessel, which shall be paid at beginning of every new calendar month, excluding any external costs reasonably incurred by Skips Marine Services pursuant to the performance of its obligations in accordance to the Ship Management Agreement;
- (f) Skips Marine Services shall not sub-contract any of their obligations hereunder without the prior written consent of Selatan Bunker which shall not be unreasonably withheld. Notwithstanding any sub-contract, Skips Marine Services shall remain fully liable for the due performance of their obligations under the Ship Management Agreement;
- (g) Skips Marine Services and the Selatan Bunker shall each have the right to terminate the Ship Management Agreement at any time and for any reason by giving the other party not less than three (3) months' written notice of their intention to terminate the Ship Management Agreement; and
- (h) If either party fails to meet their material obligations under the Ship Management Agreement, the other party may give notice to the party in default requiring it to be remedied. In the event the party in default fails to remedy it within a reasonable time to the reasonable satisfaction of the other party, that party shall be entitled to terminate the Ship Management Agreement immediate effect by giving sixty (60) days' written notice to the party in default. The Ship Management Agreement shall be deemed to be terminated in relation to Sturgeon or Straits 1 respectively in the case of the sale of the Sturgeon or Straits 1 respectively by its registered owner and at the date on which the registered owner ceases to be the registered owner of Sturgeon or Straits 1 respectively or, when the Charter Contract in relation to Sturgeon or Straits 1 respectively comes to an end.

2.7 Review procedures in relation to Recurrent Related Party Transactions

Raya Group has established various procedures to ensure that such Recurrent Related Party Transactions undertaken on an arm's length basis and on the Group's normal commercial terms and consistent with the Group's usual business practices and policies and on transaction price and terms not more favourable to the Related Parties than those generally available to the public and will not be detrimental to the minority shareholders. There are no specific thresholds for approval of Recurrent Related Party Transactions within the Group. All Recurrent Related Party Transactions will be reviewed by the Audit Committee and approved by the Board.

The review, disclosure and approval procedures with regard to Recurrent Related Party Transactions are as follows:

- (i) a list of the Related Parties will be established and circulated to the heads of each finance division within the Group, who shall monitor and ensure that all Recurrent Related Party Transactions to be entered into by the Group are reported and forwarded to the Audit Committee, who then ensures that the Recurrent Related Party Transactions are to be undertaken on an arm's length basis, on the Group's normal commercial terms, on terms which are not more favourable to the Related Parties other than those generally available to the public and which are not to be detrimental to the minority shareholders. These include transacting at prevailing market rates/ prices of the service provider's usual commercial terms or otherwise in accordance with applicable industry norm. Transactions refers to both sales and purchases of services of the Group;
- (ii) the Group is made to aware of the requirements to monitor, and shall put in place proper processes or systems to record and report on all Recurrent Related Party Transactions for compilation and reporting to the Audit Committee;
- (iii) proper records are maintained at the Company and each of its subsidiaries to capture all Recurrent Related Party Transactions so that all Recurrent Related Party Transactions entered pursuant to the mandate will be adequately discussed;
- (iv) all Recurrent Related Party Transactions will be reviewed by the Audit Committee on a quarterly basis. In its review of such transactions, the Audit Committee may, as it deems fit, request for additional information from independent source;
- (v) the internal audit plan shall incorporate a review of Related Party Transactions to ensure that all the relevant approvals for the Recurrent Related Party Transactions have been obtained;
- (vi) the Audit Committee shall review, on an annual basis, the internal audit reports pertaining to the Recurrent Related Party Transactions to ascertain that the approved procedures and guidelines to monitor the Recurrent Related Party Transactions have been complied with;
- (vii) the Board and Audit Committee shall have overall responsibility for determination of the review procedures and guidelines including addition of new review procedures, where applicable. An annual review of the Recurrent Related Party Transactions procedures and guidelines will be carried out by the Audit Committee. If during the annual review, the Audit Committee is of the view that the Recurrent Related Party Transactions procedures and guidelines are no longer valid or inadequate to ensure that the Recurrent Related Party Transactions are made on an arm's length basis on the Group's normal commercial terms, on terms not more favourable to the Related Parties than those generally available to the public and not to the detrimental of our minority shareholders, the Audit Committee shall have the discretion to discharge, vary, modify the existing procedures and guidelines or implement new or additional procedures and guidelines, without management's prior approval, provided that such amended, varied, modified, new or additional procedures and guidelines are no less stringent than the existing ones;

- (viii) at least 2 other contemporaneous transactions with unrelated third parties for similar products/ services and/or quantities will be used as comparison to determine whether the price and terms offered to/ by the Related Parties are fair and reasonable and comparable to those offered to/ by other unrelated third parties for the same or substantially similar type of products/ services and/or quantities;
- (ix) in the event that quotation or comparative pricing from unrelated third parties cannot be obtained, the pricing of any Recurrent Related Party Transactions entered into will be determined based on usual business practices and policies of the Group to ensure that the Recurrent Related Party Transactions are not detrimental to the Group;
- (x) in accordance with the Listing Requirements, disclosure in relation to a breakdown of the aggregate value of the Recurrent Related Party Transactions entered into during the financial year based on amongst others, the following information:
 - (a) the type of the Recurrent Related Party Transactions; and
 - (b) the names of the Related Parties involved in each type of Recurrent Related Party Transactions made and their relationship with the Company;

will be made in the Company's annual report for the financial year during which the shareholders' mandate are in force;
- (xi) where any Director or Audit Committee has an interest (directly or indirectly) in any Recurrent Related Party Transactions, he/she must declare his/her interest in the Recurrent Related Party Transactions and abstain from participation in the decision making of the Board or Audit Committee on the said Recurrent Related Party Transactions;
- (xii) pursuant to Rule 10.09 of the Listing Requirements, in a meeting to obtain the Proposed Renewal of Shareholders' Mandate, the interested Director, Major Shareholders or Persons Connected with them must not vote on the resolution in respect of the Recurrent Related Party Transactions; and where it involves the interest of an interested person connected with a Director or Major Shareholders, such Director or Major Shareholders must not vote on the resolution approving the transactions. An interested Director or interested Major Shareholder must ensure that persons connected with them will abstain from voting on the resolution approving the transactions; and
- (xiii) interested Director shall also abstain from deliberating at Board meetings in respect of the Recurrent Related Party Transactions in which they or Persons Connected with them are interested.

2.8 Deviation between Actual Value Transacted and Estimated Value for the General Mandate

There is no deviation between the actual value transacted and the estimated value for the general mandate as the Acquisitions have not been completed as at the date of this Circular.

Hence, the information on the actual value transacted of each Recurrent Related Party Transactions, from the date on which the existing mandate was obtained up to the LPD and the estimated value of each Recurrent Related Party Transactions as disclosed in the preceding year's circular to shareholders are not available.

2.9 Amount due and owing to Raya Group by Related Parties

As at the LPD, there is no amount due and owing to the Raya Group by its Related Parties.

2.10 Audit Committee Statement

The Audit Committee has reviewed the procedures of the Proposed Renewal of Shareholders' Mandate set out in Section 2.7 of this Circular and is of the view that the procedures are sufficient to ensure that the Recurrent Related Party Transactions are made on an arms' length basis on the Group's normal commercial terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The Audit Committee is of the further view that the Raya Group has in place adequate procedures and processes to monitor, track and identify the Recurrent Related Party Transactions in a timely and orderly manner. The Audit Committee shall review these procedures and processes on a yearly basis or whenever the need arises.

3. RATIONALE OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

The Proposed Renewal of Shareholders' Mandate is being sought in conjunction with the Acquisitions which the Group is presently undertaking. The Proposed Renewal of Shareholders' Mandate if approved by the shareholders, will enable the Group to have readily available resources to manage the operations of Sturgeon and Straits 1 after the completion of the Acquisitions.

The Related Party Transactions envisaged in the Proposed Renewal of Shareholders' Mandate are in the ordinary course of business of Raya Group and recurring in nature. The Proposed Renewal of Shareholders' Mandate will eliminate the need to convene separate general meetings on each occasion to seek shareholders' prior approval for entry by Raya Group into such transactions.

The Proposed Renewal of Shareholders' Mandate, is intended to facilitate transactions entered into the ordinary course of business of Raya Group which are transacted from time to time with Related Parties at arm's length, on Raya Group's normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders of the Company.

4. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

The Proposed Renewal of Shareholders' Mandate will not have any effect on the issued share capital, substantial shareholders' shareholdings, net assets and gearing of the Group.

5. APPROVAL REQUIRED

The Proposed Renewal of Shareholders' Mandate is subject to the shareholders' approval being obtained at the forthcoming AGM to be held on 19 June 2017.

6. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED TO THEM

The direct and indirect interest shareholdings of the interested Director and interested Major Shareholder in the Company as at the LPD are as follows:

	No. of Raya shares			
	Direct	%	Indirect	%
<u>Interested Director / Persons connected to Interested Director</u>				
Captain Tony Tan Han (Chen Han)	-	-	-	-
Skips Marine Services*	-	-	-	-
Chai Siang Chia*	-	-	-	-
<u>Interested Director / Persons connected to Interested Director</u>				
Nil	-	-	-	-

Note:

* Persons connected to Captain Tony Tan Han (Chen Han) as stated in Section 2 of this Circular.

The abovementioned interested Director has abstained and will continue to abstain from Board's deliberation and voting in respect of his direct and indirect interest (if any) on the Proposed Renewal of Shareholders' Mandate in which he is deemed interested. The interested Director of the Company namely, Captain Tony Tan Han (Chen Han) has undertaken to ensure that the Persons Connected to him will abstain from voting in respect of their direct and indirect shareholdings on the resolution pertaining to the Proposed Renewal of Shareholders' Mandate at the AGM to be convened.

Save as disclosed above, none of the other Directors or Major Shareholders has any interest, direct and/or indirect, in the Proposed Renewal of Shareholders' Mandate. The Board is not aware of any Persons Connected to the Directors or Major Shareholders has any interest, direct or indirect in the Proposed Renewal of Shareholders' Mandate.

7. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board, with the exception of Captain Tony Tan Han (Chen Han), who shall abstain from expressing an opinion in relation to the Proposed Renewal of Shareholders' Mandate at the forthcoming AGM, after having considered the Proposed Renewal of Shareholders' Mandate, is of the opinion that the Proposed Renewal of Shareholders' Mandate is in the best interest of the Raya Group. Accordingly, the Board with the exception of Captain Tony Tan Han (Chen Han) who have abstained from expressing any recommendations in relation to the Proposed Renewal of Shareholders' Mandate, recommend that shareholders vote in favour of the resolution pertaining to the Proposed Renewal of Shareholders' Mandate to be tabled at the forthcoming AGM.

8. AGM

This notice of additional resolution is supplementary to the Notice of Twentieth Annual General Meeting dated 28 April 2017 which shareholders will have received recently. Shareholders will find enclosed an additional Form of Proxy for use at the said Annual General Meeting.

Please note your proxy will be authorized to vote on this Resolution if the attached Proxy Form is not deposited at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time for holding the meeting or at any adjourned meeting thereof.

Your proxy is deemed to have discretionary vote if the attached Proxy Form is not deposited.

9. FURTHER INFORMATION

You are requested to refer to the attached Appendix I for further information.

Yours faithfully,
For and on behalf of the Board
RAYA INTERNATIONAL BERHAD

HO FOOK MENG
Independent Non-Executive Director

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors have seen and approved this Circular, and they collectively and individually accept full responsibility for the accuracy of the information contained in this Circular. The Directors confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statements, or other facts which, if omitted, would make any statement in this Circular false or misleading.

2. MATERIAL LITIGATION, CLAIMS AND ARBITRATION

As at the LPD, neither the Company nor its subsidiaries are engaged in any material litigation, claims and/or arbitration, either as plaintiff or defendant, which may materially and adversely affect the financial position or business of the Group. The Board is not aware of proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which may materially and adversely affect the financial position or business of the Group and to the best of the Board's knowledge and belief, it is not aware of any proceedings, pending or threatened, or of any facts likely to give rise to any proceedings involving Sturgeon and Straits 1.

3. MATERIAL CONTRACTS

Neither the Company nor any of its subsidiaries have entered into any contract outside the ordinary course of business which are or may be material during the two (2) years immediately preceding the date of this Circular, save as follows:

- (i) Collaboration Agreement dated 29 December 2015 between Selatan Bunker and Tumpuan Megah to jointly carry out the provision of bunkering services for marine fuel, petroleum and petroleum-based products in Pasir Gudang Port, Johor, comprising the operations as well as marketing and sales of bunkering services and to work on mutually agreed projects in this area, upon the terms and conditions stipulated therein. The consideration and mode of consideration is not stipulated in the agreement;
- (ii) Shareholders Agreement dated 22 March 2016 between Selatan Bunker, Puan Harison Binti Yusoff and the Company to regulate the rights, obligations and liabilities of Puan Harison Binti Yusoff and Raya as shareholders of Selatan Bunker for the purpose of developing and carrying out Selatan Bunker's business;
- (iii) Memorandum of Agreement 1; and
- (iv) Memorandum of Agreement 2.

4. MATERIAL COMMITMENT

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

5. CONTINGENT LIABILITIES

As at the LPD, the Board is not aware of any contingent liability incurred or known to be incurred by the Company or the Group, which may have material impact on the financial position of the Group.

FURTHER INFORMATION (CONT'D)

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office at No. 149A, 149B, 151B, Persiaran Raja Muda Musa, 42000 Port Klang, Selangor Darul Ehsan during normal business hours (excluding public holidays) for the period commencing from the date of this Circular up to and including the date of the forthcoming AGM:

- (i) the Memorandum and Articles of Association of Raya;
- (ii) the audited consolidated financial statements of Raya for the past two (2) FYE 31 December 2015 to FYE 31 December 2016; and
- (iii) The material contracts referred to in Section 3 above.

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RAYA INTERNATIONAL BERHAD

(Company No.: 412406-T)

(Incorporated in Malaysia under the Companies Act, 1965)

NOTICE OF ADDITIONAL RESOLUTION UNDER SPECIAL BUSINESS AT THE TWENTIETH (20TH) ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the Board shall table the following additional resolution under Special Business at the Twentieth (20th) Annual General Meeting of the Company to be held at Hazel & Ivy Room, Level 2M, One World Hotel, First Avenue, Bandar Utama City Centre, 47800 Petaling Jaya, Selangor, on Monday, 19 June 2017 at 12.00 p.m., or at any adjournment thereof for the purpose of considering and if thought fit, to pass the following resolution(s), with or without any modifications:-

ORDINARY RESOLUTION 10

PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

"THAT subject to the provision of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad, the Group be and is hereby authorised to enter into and give effect to the recurrent related party transactions of a revenue or trading nature with the related parties as set out in Section 2 of the Circular ("**Related Parties**") provided that such transactions and/or arrangement are:

- (i) necessary for the day-to-day operations;
- (ii) are undertaken in the ordinary course of business in arms's length commercial terms which are not more favourable to the Related Parties than those generally available to the public; and
- (iii) are not detrimental to the minority shareholders of the Company.

AND THAT such approval, shall continue to be in force until:

- (i) the conclusion of the next Annual General Meeting ("**AGM**") of the Company, at which time it will lapse, unless by a resolution passed at such AGM, the authority is renewed; or
- (ii) the expiration of the period within which the next AGM of the Company after the date it is required to be held pursuant to Section 340(2) of the Companies Act, 2016 ("**Act**") (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (iii) revoked or varied by resolution passed by the shareholders of the Company in general meeting.

whichever is earlier.

AND THAT the Directors be and are hereby authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to the Proposed Renewal of Shareholders' Mandate.

**BY ORDER OF THE BOARD
RAYA INTERNATIONAL BERHAD**

**WAN HASLINDA BINTI WAN YUSOFF (MAICSA 7055478)
SANGAR NALLAPPAN (MACS 01413)**

Company Secretaries
Port Klang
Dated: 24 May 2017

Notes:

- 1. A member of the Company who is entitled to attend and vote at this AGM is entitled to appoint a proxy/proxies, and in the case of a corporation, a duly authorised representative to attend and vote in its stead.*
- 2. A proxy may but need not be a member of the Company. Where a member appoints more than one (1) proxy, he shall specify the proportions of his shareholdings to be represented by each proxy.*
- 3. 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"), the exempt authorised nominee may appoint any number of proxy (no limit) in respect of each omnibus account it holds.*
- 4. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation, either under its common seal or under the hand of its attorney duly authorised in writing.*
- 5. The original signed instrument appointing a Proxy or the Power of Attorney or other Authority, if any, under which it is signed or a notarially certified copy of that Power or Authority must be deposited **at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours** before the time for holding the meeting or at adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.*

Please note your proxy will be authorized to vote on this Resolution if the attached Proxy Form is not deposited at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time for holding the meeting or at adjourned meeting thereof.

Your proxy is deemed to have discretionary vote if the attached Proxy Form is not deposited.

Paragraph 8.31A (1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad requires all resolutions set out in the Notice of Additional Resolution to be put to vote by poll.

- 6. For the purpose of determining a member who shall be entitled to attend and vote at the Meeting, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd in accordance with Section 34(1) of the SICDA to issue a General Meeting Record of Depositors. Only a depositor whose name appears on the Record of Depositors as at 13 June 2017 shall be entitled to attend the said meeting or appoint proxies to attend and vote in his stead.*



PROXY FORM FOR ADDITIONAL RESOLUTION

CDS ACCOUNT NO.	
NUMBER OF SHARES HELD	

I / We _____
(Full Name in Block Letters)

(NRIC No. / Passport No. / Company No. _____)

of _____
(Full Address)

being a member of **RAYA INTERNATIONAL BERHAD**, hereby appoint _____

_____ NRIC No. / Passport No. _____
(Full Name in Block Letters)

of _____
(Full Address)

and/or _____ NRIC No. / Passport No. _____
(Full Name in Block Letters)

of _____
(Full Address)

or failing him/her the Chairman of the Meeting as my/our proxy to attend and vote for me/us on my/our behalf at the Twentieth (20th) Annual General Meeting of the Company to be held at Hazel & Ivy Room, Level 2M, One World Hotel, First Avenue, Bandar Utama City Centre, 47800 Petaling Jaya, Selangor on Monday, 19 June 2017 at 12.00 p.m., or at any adjournment thereof, for/against the resolution to be proposed thereat. My/our proxy is to vote as indicated below:-

Resolution No	Ordinary Resolution:	For	Against
Special Business - Ordinary Resolution 10	PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE		

(Please indicate with a "X" in the space provided on how you wish your vote to be cast. If no specific direction as to voting is given, the proxy will vote or abstain at his/her discretion)

Dated this _____ day of _____, 2017. _____

Signature of Member

NOTES:

1. A member of the Company who is entitled to attend and vote at this AGM is entitled to appoint a proxy/proxies, and in the case of a corporation, a duly authorised representative to attend and vote in its stead.
2. A proxy may but need not be a member of the Company. Where a member appoints more than one (1) proxy, he shall specify the proportions of his shareholdings to be represented by each proxy.
3. 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"), the exempt authorised nominee may appoint any number of proxy (no limit) in respect of each omnibus account it holds.
4. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation, either under its common seal or under the hand of its attorney duly authorised in writing.



5. *The original signed instrument appointing a Proxy or the Power of Attorney or other Authority, if any, under which it is signed or a notarially certified copy of that Power or Authority must be deposited **at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours** before the time for holding the meeting or at adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.*

Please note your proxy will be authorized to vote on this Resolution if the attached Proxy Form is not deposited at the office of the Share Registrar of the Company i.e at Tricor Investor & Issuing House Services Sdn Bhd, Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi 59200 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time for holding the meeting or at adjourned meeting thereof.

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6. *For the purpose of determining a member who shall be entitled to attend and vote at the Meeting, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd in accordance with Section 34(1) of the SICDA to issue a General Meeting Record of Depositors. Only a depositor whose name appears on the Record of Depositors as at 13 June 2017 shall be entitled to attend the said meeting or appoint proxies to attend and vote in his stead.*

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AFFIX
STAMP

RAYA INTERNATIONAL BERHAD
(412406-T)

C/O SHARE REGISTRAR
Tricor Investor & Issuing House Services Sdn Bhd,
Unit 32-01, Level 32, Tower A,
Vertical Business Suite, Avenue 3, Bangsar South,
No. 8, Jalan Kerinchi
59200 Kuala Lumpur, Wilayah Persekutuan

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