

BY HAND & EMAIL

Malayan Banking Berhad
Kuala Lumpur Main
Credit Analytic – Global Markets
3rd Floor, Menara Maybank
100 Jalan Tun Perak
50050 Kuala Lumpur
Kind attention: Ms Wong Lee Ling/ Ms Meei Shan

And

Small Medium Enterprise Development Bank Malaysia Berhad
Treasury & Investment
Aras 13, Menara SME Bank,
Jalan Sultan Ismail, P.O. Box 12352
50774 Kuala Lumpur
Kind attention: Mr Mohamed Khabir Reeza Mustaffa / Puan Zaleha

And

Bank Muamalat Malaysia Berhad
25th Floor, Menara Bumiputra,
21 Jalan Melaka,
50100 Kuala Lumpur
Kind attention: Encik Syarizal

And

Kumpulan Wang Persaraan (Diperbadankan) [KWAP]
Fixed Income Department
Level 5, Menara Yayasan Tun Razak
200, Jalan Bukit Bintang
55100 Kuala Lumpur
Kind attention: En Khairul Rizal Ahmad

AND

Affin Bank Berhad
Treasury Department
4th Floor Menara Affin
80, Jalan Raja Chulan
50200 Kuala Lumpur
Kind attention: Encik Kamardin

And

Standard Chartered Bank Malaysia Berhad
Securities Services
Level 13A, Menara Standard Chartered
30, Jalan Sultan Ismail, 50250 Kuala Lumpur
Kind attention: Ms Hasnizam Hassim

#VPC:REP276705#

Subject : EGM/1
Issuer : Bright Focus Berhad ("BFB")
Programme : Sukuk Musharakah of up to RM1,350,000,000.00 Nominal Value

And

Citibank Berhad
Securities & Fund Services
Level 44, Menara Citibank
165, Jalan Ampang
50450 Kuala Lumpur
Kind attention: Mr Danial Edward/Mr Quek

And

HSBC Bank (Malaysia) Berhad
Custody & Clearing
HSBC Securities Services
No. 2, Lebuhr Ampang
50100 Kuala Lumpur
Kind attention: Ms Nur Gadisa / Ms Fong Mei

And

RHB Investment Bank Berhad
Treasury Department
3rd Floor, Tower Two
RHB Centre
Jalan Tun Razak
50400 Kuala Lumpur
Kind attention: Ms Crystal Chin

And

Lembaga Tabung Haji
Lantai 28, Jabatan Pelaburan
201, Jalan Tun Razak
50400 Kuala Lumpur
Kind attention: Puan Aziyati / En Hishamuddin

And

AmBank (M) Berhad
Treasury Operation
Level 23, Bangunan AmBank Group
55, Jalan Raja Chulan
50200 Kuala Lumpur
Kind attention: Ms Yenny Goay

And

Subject : EGM/1
Issuer : Bright Focus Berhad ("BFB")
Programme : Sukuk Musharakah of up to RM1,350,000,000.00 Nominal Value

KAF Investment Bank Berhad
14th Floor, Chulan Tower
No. 3 Jalan Conlay
50450 Kuala Lumpur
Kind attention: Ms Nasreen

And

CIMB Bank Berhad
Custody & Nominees Operation
Level 23A, Menara CIMB
Jalan Stesen Sentral 2
Kuala Lumpur Sentral
50470 Kuala Lumpur
Kind attention: Encik Wan Mohd Ashraaf Bin Wan Aziz

And

Public Bank Berhad
Treasury Control & Processing
28th floor, Menara Public Bank
146, Jalan Ampang
50450 Kuala Lumpur.
Kind attention: Mr Soo Meng Kheng/ Ms Yap Wai Theng/ Ms Kelly Lim

Kuala Lumpur, 5th January 2016

Dear Sir,

Subject : EGM/1
Issuer : Bright Focus Berhad ("BFB")
Programme : Sukuk Musharakah of Up to RM1,350,000,000.00 Nominal Value

1. We refer to the above matter and invite all Sukukholders to attend the first Extraordinary General Meeting ("EGM") schedule on:-

Date : 28th January 2016
Time : 10.00 a.m.
Venue : Bright Focus Bhd
Kadaram Hall
Level 10, Maju Tower
1001, Jalan Sultan Ismail
50250 Kuala Lumpur

2. We enclose herewith the notice of EGM, content of which is self-explanatory and appointment of proxy for your further action. Kindly return the executed proxy forms to the Trustee's office not later than twenty four (24) hours before the scheduled time for the meeting.

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3. We wish to inform you that in order to form a quorum, we require at least two (2) person being Sukukholders present in person or by proxy and holding in the aggregate not less than fifty per cent (50%) in Nominal Value of the Sukuk Musharakah for the time being outstanding at the date of the meeting.
4. We also wish to highlight that the quorum for passing an Extraordinary Resolution at a meeting shall be by majority consisting of not less than three fourth ($\frac{3}{4}$) of the persons voting thereat.
5. The resolution stated in the EGM notice requires approval of majority Sukukholders as mentioned in the above paragraph and as such we seek your co-operation to attend the said meeting on the said date.
6. If you are an ADI and beneficial owner, please provide your corporate representative with proper authority to attend the said meeting. If you are an ADI holding the Sukuk on behalf of your client(s), kindly forward this letter to your client(s) and notify them of the said meeting to ensure their attendance. Please note that your client(s) may be prohibited from attending and voting at the meeting without the execution of the necessary proxy form. If you are no longer holding the Sukuk, kindly inform us and disregard this letter.

Thank you.

Yours faithfully,
TMF Trustees Malaysia Berhad



.....
Anne Selvam Packianathan
Senior Manager – Capital Market & SPV



.....
Chan Jau Yuan
Manager – Capital Market & SPV

BRIGHT FOCUS BERHAD
(Company No. 223607-M)

**ISLAMIC MEDIUM TERM NOTES OF UP TO RM1,350,000,000.00 NOMINAL VALUE
("SUKUK MUSHARAKAH") BASED ON THE SHARIAH PRINCIPLE OF MUSHARAKAH
AND CONSTITUTED BY A TRUST DEED DATED 22 AUGUST 2013**

NOTICE IS HEREBY GIVEN THAT a meeting of the holders of the Sukuk Musharakah (collectively, the "**Sukukholders**") will be held at **10 a.m. on 28 January 2016 at Kadaram Hall, Level 10, Maju Tower 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur**, for the purpose of considering and if thought fit passing, with or without modifications, the following Extraordinary Resolutions. All capitalised terms when used herein shall (unless otherwise defined herein) have the same meanings as in the trust deed dated 22 August 2013 ("**Trust Deed**") executed between Bright Focus Berhad ("**Issuer**") and TMF Trustees Malaysia Berhad ("**Trustee**") in connection with the Sukuk Musharakah.

At any meeting at least two (2) or more persons (and in the event if there is only one (1) Sukukholder, one (1) person) being Sukukholders present in person or by proxy and holding or representing in the aggregate not less than ten per cent. (10%) of the Nominal Value of the Sukuk for the time being outstanding or at any adjourned such meeting two (2) or more persons being so representing Sukukholders whatever the Nominal Value of the Sukuk Musharakah so held or represented shall form a quorum for the transaction of business except for the purpose of passing an Extraordinary Resolution. The quorum for passing an Extraordinary Resolution shall be at least two (2) or more persons (and in the event if there is only one (1) Sukukholder, one (1) person) being Sukukholders present in person or by proxy and holding or representing in the aggregate not less than fifty per cent. (50%) in Nominal Value of the Sukuk Musharakah for the time being outstanding or at any adjourned meeting at least two (2) or more persons (and in the event if there is only one (1) Sukukholder, one (1) person) being Sukukholders present in person or by proxy and holding or representing in the aggregate not less than ten per cent. (10%) of the Nominal Value of the Sukuk Musharakah for the time being outstanding or at any further adjourned meeting two (2) or more persons (and in the event if there is only one (1) Sukukholder, one (1) person) being so representing Sukukholders whatever the Nominal Value of the Sukuk Musharakah so held or represented. An Extraordinary Resolution duly passed at any meeting of Sukuk Musharakah shall be binding on all Sukukholders, whether or not they are present at the meeting. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

WHEREAS:

1. MESB has entered into the fifth supplemental concession agreement (the "**Fifth Supplemental Concession Agreement**") dated 20 October 2015 with the Government of Malaysia ("**GOM**"), which supplements the Concession Agreement. The Fifth Supplemental Concession Agreement was entered into primarily for MESB to relinquish and cede its rights to the design, construction, maintenance and operation of the extension of Maju Expressway from Putrajaya to Kuala Lumpur International Airport (the "**MEX II Highway**") upon the terms and subject to the conditions therein contained.
2. It is a term of the Fifth Supplemental Concession Agreement that MEX II Sdn Bhd (Company No. 1104478-P) ("**MEX II**") designs and constructs the Putrajaya Interchange (as defined in the Concession Agreement as amended by the Fifth Supplemental Concession Agreement), to be handed over to MESB upon completion and thereafter to be operated and maintained by MESB ("**Proposed Construction**").

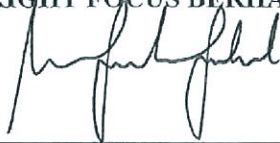
3. MESB proposes to enter into a toll collection arrangement with MEX II, whereby MEX II shall, *inter alia*, be appointed to collect toll revenue for and on behalf of MESB upon such terms and conditions to be mutually agreed between MESB and MEX II.

EXTRAORDINARY RESOLUTIONS:

- (1) THAT, the Sukukholders hereby take notice of and acknowledge the entry into and performance by MESB of the Fifth Supplemental Concession Agreement.
- (2) THAT, approval be and is hereby given for MESB to enter into and perform such documents in connection with and/or as may be required in connection with the Fifth Supplemental Concession Agreement and the Proposed Construction, including without limitations, the toll collection arrangement entered or to be entered into between MESB and MEX II.
- (3) THAT, approval be and is hereby given to the Trustee and/or the Facility Agent, where applicable or necessary, to do all such acts, deeds and things (including the giving of consents) and to execute, sign and deliver all such documents and/or agreements (including amending the relevant Transaction Documents) as may be necessary to give effect to and complete the matters referred to in the Extraordinary Resolutions herein with full power to assent to any conditions, modifications, variations and/or amendments as may be required or as the Trustee and/or the Facility Agent may in their discretion deem fit or expedient for the benefit of or on behalf of the Sukukholders.
- (4) AND FURTHER RESOLVED THAT, the Trustee and/or the Facility Agent shall not be liable or held responsible to the Sukukholders for any acts or omission in order to give effect to the powers and authorities conferred on the Trustee and/or the Facility Agent under the Extraordinary Resolutions herein, provided that in so acting or omitting to act the Trustee and/or the Facility Agent, as the case may be, have acted with reasonable care and diligence required of a trustee and/or facility agent in similar circumstances, and the Sukukholders shall fully indemnify and keep indemnified the Trustee and/or the Facility Agent against all proceedings, claims and demands to which the Trustee and/or the Facility Agent may thereby become liable and all costs, charges, expenses, losses and damages which may thereby be incurred or suffered by the Trustee and/or the Facility Agent.

Dated 5th day of January 2016.

For and on behalf of
BRIGHT FOCUS BERHAD (Company No. 223607-M)



MOHD FAIQ ABU SAHID
Managing Director

PROXY FORM

BRIGHT FOCUS BERHAD
(Company No. 223607-M)

ISLAMIC MEDIUM TERM NOTES OF UP TO RM1,350,000,000.00 NOMINAL VALUE
(“SUKUK MUSHARAKAH”) BASED ON THE SHARIAH PRINCIPLE OF
MUSHARAKAH AND CONSTITUTED BY A TRUST DEED DATED 22 AUGUST 2013

We,.....

Company No:..... of

.....

being a Sukukholder under the Sukuk Musharakah hereby appoint

Mr/Mrs/Miss

NRIC/Passport No:.....

ofas

our proxy to vote for us on our behalf or failing us, the Chairman of the meeting as our proxy to vote for us

on our behalf at the Extraordinary General Meeting to be held at **10 a.m. on 28 January 2016 at**

Kadaram Hall, Level 10, Maju Tower 1001, Jalan Sultan Ismail, 50250 Kuala Lumpur.

(Please indicate with (x) how you want to cast your vote)

Extraordinary Resolution 1	For	Against
THAT, the Sukukholders hereby take notice of and acknowledge the entry into and performance by MESB of the Fifth Supplemental Concession Agreement.		
Extraordinary Resolution 2		
THAT, approval be and is hereby given for MESB to enter into and perform such documents in connection with and/or as may be required in connection with the Fifth Supplemental Concession Agreement and the Proposed Construction, including without limitations, the toll collection arrangement entered or to be entered into between MESB and MEX II.		

Extraordinary Resolution 3	For	Against
<p>THAT, approval be and is hereby given to the Trustee and/or the Facility Agent, where applicable or necessary, to do all such acts, deeds and things (including the giving of consents) and to execute, sign and deliver all such documents and/or agreements (including amending the relevant Transaction Documents) as may be necessary to give effect to and complete the matters referred to in the Extraordinary Resolutions herein with full power to assent to any conditions, modifications, variations and/or amendments as may be required or as the Trustee and/or the Facility Agent may in their discretion deem fit or expedient for the benefit of or on behalf of the Sukukholders.</p>		
<p>Extraordinary Resolution 4</p>		
<p>AND FURTHER RESOLVED THAT, the Trustee and/or the Facility Agent shall not be liable or held responsible to the Sukukholders for any acts or omission in order to give effect to the powers and authorities conferred on the Trustee and/or the Facility Agent under the Extraordinary Resolutions herein, provided that in so acting or omitting to act the Trustee and/or the Facility Agent, as the case may be, have acted with reasonable care and diligence required of a trustee and/or facility agent in similar circumstances, and the Sukukholders shall fully indemnify and keep indemnified the Trustee and/or the Facility Agent against all proceedings, claims and demands to which the Trustee and/or the Facility Agent may thereby become liable and all costs, charges, expenses, losses and damages which may thereby be incurred or suffered by the Trustee and/or the Facility Agent.</p>		

Dated this _____ day of _____

 Signature(s) /Common Seal of Sukukholders(s)
 Name of Sukukholders
 Total holdings of bonds