



BRIGHT FOCUS BERHAD

(COMPANY NO. 223607-M)

**ISLAMIC MEDIUM TERM NOTES ISSUANCE OF UP TO
RM1.35 BILLION IN NOMINAL VALUE
UNDER THE SHARIAH PRINCIPLE OF MUSHARAKAH**

IMPORTANT

IT IS IMPORTANT THAT POTENTIAL INVESTORS READ THE INFORMATION MEMORANDUM DATED 20 AUGUST 2013 TOGETHER WITH THIS ADDENDUM DATED 15 JANUARY 2014 (“THIS ADDENDUM”) TO THE INFORMATION MEMORANDUM.

ADDENDUM TO INFORMATION MEMORANDUM DATED 20 AUGUST 2013

STRICTLY PRIVATE AND CONFIDENTIAL

THE ISSUANCE OF THIS ADDENDUM IS TO PROVIDE INFORMATION ON THE CHANGES AND UPDATE TO THE INFORMATION MEMORANDUM DATED 20 AUGUST 2013 (THE "INFORMATION MEMORANDUM"). TERMS AS DEFINED IN THE INFORMATION MEMORANDUM SHALL HAVE THE SAME MEANING WHEN USED IN THIS ADDENDUM.

No action has been taken by the Issuer, the Lead Arranger or the Joint Lead Managers that would permit an offering of the securities the subject of the Information Memorandum and this Addendum or possession or distribution of such securities in any jurisdiction where action for that purpose is required. The Information Memorandum and this Addendum are intended solely for the use of the intended recipient for the purposes as disclosed by the intended recipient to the Lead Arranger and the Joint Lead Managers and the contents may not be reproduced, redistributed, or copied in whole or in part by the intended recipient for any purpose without the express authority of the Lead Arranger, the Joint Lead Managers and the Issuer.



**ISLAMIC MEDIUM TERM NOTES ISSUANCE OF UP TO RM1.35 BILLION IN
NOMINAL VALUE UNDER THE SHARIAH PRINCIPLE OF MUSHARAKAH
("SUKUK MUSHARAKAH")**

PRINCIPAL ADVISER AND LEAD ARRANGER



STANDARD CHARTERED SAADIQ BERHAD
(COMPANY NO. 823437-K)

JOINT LEAD MANAGERS



MAYBANK INVESTMENT BANK BERHAD
(COMPANY NO. 15938-H)



STANDARD CHARTERED SAADIQ BERHAD
(COMPANY NO. 823437-K)

FINANCIAL ADVISER

ZJ advisory

ZJ ADVISORY SDN BHD
(COMPANY NO. 645449-V)

15 JANUARY 2014

IMPORTANT NOTICE

Responsibility Statements

This Addendum has been approved by the directors of Bright Focus Berhad (Company No. 223607-M) (the “**Issuer**” or **BFB**) and the Issuer accepts full responsibility for the accuracy of the information contained in this Addendum. The Issuer, after having made all reasonable enquiries, confirms that all information contained in this Addendum is true and correct in all material respects, that there is no omission of a material fact necessary to make the information contained in this Addendum, in the light of the circumstances under which it is provided, not misleading, and that the opinions and intentions expressed in the information contained in this Addendum are honestly held. Enquiries have been made by the Issuer to ascertain all material facts have been disclosed and to verify the accuracy of all such information and statements. In this context, the Issuer accepts full responsibility for such information contained in this Addendum.

Important Notice and General Statement of Disclaimer

This Addendum is being furnished on a private and confidential basis solely for the purpose of assisting prospective investors to consider the purchase of the Sukuk Musharakah (as defined below) falling within any one or more of the categories of persons specified in Schedule 6 or Section 229(1)(b); or Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the Capital Markets and Services Act 2007 as amended from time to time (“**CMSA**”) at issuance and Schedule 6 or Section 229(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA thereafter to consider the purchase of the Sukuk Musharakah.

None of the information or data contained in this Addendum has been independently verified by Standard Chartered Saadiq Berhad (Company No. 823437-K) as the principal adviser and lead arranger (the “**Principal Adviser**” or the “**Lead Arranger**”), Standard Chartered Saadiq Berhad (Company No. 823437-K) and Maybank Investment Bank Berhad (Company No. 15938-H) as the joint lead managers (collectively, the “**Joint Lead Managers**” and each a “**Joint Lead Manager**”) or by ZJ Advisory Sdn Bhd (Company No. 645449-V) as the financial adviser (“**Financial Adviser**”) for the issue of the Sukuk Musharakah. Accordingly, no representation, warranty or undertaking, express or implied, is given or assumed for the issue of the Sukuk Musharakah by the Principal Adviser, the Lead Arranger or any Joint Lead Manager or the Financial Adviser as to the authenticity, origin, validity, accuracy or completeness of the information or data contained in this Addendum or that such information or data remains unchanged in any respect after the relevant date shown in this Addendum. To the extent permitted by law, the Principal Adviser, the Lead Arranger, the Joint Lead Managers and the Financial Adviser have not accepted and will not accept any responsibility for the contents of this Addendum or for any other statement, made or purported to be made by the Principal Adviser, the Lead Arranger, the Joint Lead Managers or the Financial Adviser or on their behalf in connection with the Issuer, or the issue and offering of the Sukuk Musharakah. The Principal Adviser, the Lead Arranger, the Joint Lead Managers and the Financial Adviser accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Addendum or any such statement.

The information in the Information Memorandum and this Addendum supersede all other information and material previously supplied (if any) to the recipients. By taking possession of the Information Memorandum and this Addendum, the recipients are acknowledging and agreeing and are deemed to have acknowledged and agreed that they will not rely on any previous information supplied. No person is authorised to give any information or data or to make any representation or warranty other than as contained in the Information Memorandum and this Addendum and, if given or made, any such information, data, representation or warranty must not be relied upon as having been authorised by the Issuer, the Principal Adviser, the Lead Arranger, the Joint Lead Managers, the Financial Adviser or any other person. Further, in the event that any investors obtains information which is not expressly contained in the Information Memorandum and this Addendum whether from the Issuer or from any other source, such information shall not constitute part of the Information Memorandum and this Addendum in any way whatsoever and the investor relies on such information solely at its own risk.

The Information Memorandum and this Addendum have not been and will not be made to comply with the laws of any jurisdiction other than Malaysia ("**Foreign Jurisdiction**"), and have not been and will not be lodged, registered or approved pursuant to or under any legislation of (or with or by any regulatory authorities or other relevant bodies of) any Foreign Jurisdiction and they do not constitute an issue, offer or sale of, or an invitation to subscribe or purchase the Sukuk Musharakah or any other securities of any kind by any party in any Foreign Jurisdiction.

The Information Memorandum and this Addendum are not and are not intended to be a prospectus. Unless otherwise specified in this Addendum, the information contained in this Addendum is current as at the date hereof.

The distribution or possession of the Information Memorandum and this Addendum in or from certain jurisdictions may be restricted or prohibited by law. Each recipient is required to seek appropriate professional advice regarding, and to observe, any such restriction or prohibition. None of the Issuer, the Principal Adviser, the Lead Arranger, any Joint Lead Manager or Financial Adviser accepts any responsibility or liability to any person in relation to the distribution or possession of the Information Memorandum and this Addendum in or from any such Foreign Jurisdiction.

By accepting delivery of the Information Memorandum and this Addendum, each recipient agrees to the terms upon which the Information Memorandum and this Addendum are provided to such recipient as set out in the Information Memorandum and this Addendum, and further agrees and confirms that (a) it will keep confidential all of such information and data, (b) it is lawful for the recipient to subscribe for or purchase the Sukuk Musharakah under all jurisdictions to which the recipient is subject, (c) the recipient has complied with all applicable laws in connection with such subscription or purchase of the Sukuk Musharakah, (d) the Issuer, the Principal Adviser, the Lead Arranger, the Joint Lead Managers, the Financial Adviser and their respective directors, officers, employees and professional advisers are not and will not be in breach of the laws of any jurisdiction to which the recipient is subject as a result of such subscription or purchase of the Sukuk Musharakah, and they shall not have any responsibility or liability in the event that such subscription or purchase of the Sukuk Musharakah is or shall become unlawful, unenforceable, voidable or void, (e) it is aware that the Sukuk Musharakah can only be offered, sold, transferred or otherwise disposed of directly or indirectly in accordance with the relevant selling restrictions and all applicable laws, (f) it has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing or purchasing the Sukuk Musharakah, and is able and is prepared to bear the economic and financial risks of investing in or holding the Sukuk Musharakah, (g) it is subscribing or accepting the Sukuk Musharakah for its own account, and (h) it is a person to whom an issue, offer or invitation to subscribe or purchase the Sukuk Musharakah would constitute persons falling within any one or more of the categories of persons specified in Schedule 6 or Section 229(1)(b); or Schedule 7 or Section 230(1)(b), read together with Schedule 9 or Section 257(3) of the CMSA at issuance and Schedule 6 or Section 229(1)(b) read together with Schedule 9 or Section 257(3) of the CMSA thereafter.

Each recipient is solely responsible for seeking all appropriate expert advice as to the laws of all jurisdictions to which it is subject. For the avoidance of doubt, the Information Memorandum and this Addendum shall not constitute an offer or invitation to subscribe or purchase the Sukuk Musharakah in relation to any recipient who does not fall within item (h) above.

The Information Memorandum, this Addendum or any document delivered under or in relation to the issue, offer and sale of the Sukuk Musharakah is not, and should not be construed as, a recommendation by the Principal Adviser, the Issuer, the Lead Arranger, the Joint Lead Managers and/or the Financial Adviser to subscribe or purchase the Sukuk Musharakah. The Information Memorandum and this Addendum are not substitute for, and should not be regarded as, an independent evaluation and analysis and do not purport to be all-inclusive. Each recipient should perform and is deemed to have made its own independent investigation and analysis of the Issuer, the Sukuk Musharakah and all other relevant matters, and each recipient should consult its own professional advisers. All information and statements in the Information Memorandum and this Addendum are subject to the detailed provisions of the respective agreements referred to herein and are qualified in their entirety by reference to such documents.

Neither the delivery of the Information Memorandum and this Addendum nor the offering, sale or delivery of any Sukuk Musharakah shall in any circumstance imply that the information contained in the Information Memorandum and this Addendum concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Sukuk Musharakah is correct as of any time subsequent to the date indicated in the document containing the same. The Principal Adviser and the Financial Adviser expressly do not undertake to review the financial condition or affairs of the Issuer during the tenor of the Sukuk Musharakah or to advise any investor of the Sukuk Musharakah of any information coming to their attention.

Forward Looking Statements

The opinions and intentions expressed in the Information Memorandum and this Addendum have been honestly held and have been reached after considering all relevant circumstances and are based on reasonable assumptions. Certain statements, information, estimates and reports in the Information Memorandum and this Addendum are based on historical data, which may not be reflective of the future, and others are forward-looking in nature and are subject to risks and uncertainties, including, among others, the Issuer's business strategy and expectation concerning each of its position in the Malaysian economy, future operations, growth prospects and industry prospects. While the Board of Directors of the Issuer believe that these forward-looking statements are reasonable, these statements are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in such forward looking statements. In light of all this, the inclusion of forward-looking statements in the Information Memorandum and this Addendum should not be regarded as a representation or warranty by the Issuer that the plans and objectives of the Issuer will be achieved.

The Information Memorandum and this Addendum include certain historical information, estimates, or reports thereon derived from sources mentioned in the Information Memorandum and this Addendum and other parties with respect to the Malaysian economy, the material businesses which the Issuer operates and certain other matters. All forecasts, opinions and estimates relating to the Issuer and other parties so supplied or disclosed have been made after due, careful and proper consideration, are based on reasonable assumptions and represent reasonable and fair expectations honestly held based on facts known to such persons (or any of them). Such information, estimates, or reports have been included solely for illustrative purposes. No representation or warranty is made as to the accuracy or completeness of any information, estimates and/or reports thereon derived from such sources or from other third party sources.

Acknowledgement

The Issuer hereby acknowledges that it has authorised the Joint Lead Managers to circulate or distribute this Addendum on its behalf in respect of or in connection with the proposed issue of, offer for subscription or purchase of, or invitation to subscribe for and purchase of, the Sukuk Musharakah to prospective investors and that no further evidence of authorisation is required.

Rounding

All discrepancies (if any) in the tables included in this Addendum between the listed amounts and total thereof are due to rounding, and certain numbers appearing in this Addendum are shown after rounding.

Statements of Disclaimer by the Securities Commission Malaysia

The Information Memorandum and this Addendum are not prospectus and are not intended to be prospectus. The Information Memorandum has been lodged with the SC on 27 August 2013. This Addendum will also be lodged with the SC. However, such lodgement and approval by the SC shall not be construed in any way as a recommendation to subscribe by the SC nor will the SC take any responsibility for its contents. In this regard, the SC shall not be liable for any non-disclosure on the part of the Issuer in the preparation of the Information Memorandum and this Addendum and assumes no responsibility for the correctness of any statements made or opinions or reports expressed in the Information Memorandum and this Addendum.

The issue, offer or invitation in relation to the Sukuk Musharakah in the Information Memorandum and this Addendum or otherwise are subject to the fulfilment of various conditions precedent including without limitation the applicable approval from the SC.

THE SC HAS APPROVED THE SUKUK MUSHARAKAH ON 25 JULY 2013 PURSUANT TO THE CMSA. PLEASE NOTE THAT THE APPROVAL OF THE SC SHALL NOT BE TAKEN TO INDICATE THAT THE SC RECOMMENDS THE SUBSCRIPTION OR PURCHASE OF THE SUKUK MUSHARAKAH NOR WILL THE SC TAKE ANY RESPONSIBILITY FOR ITS CONTENTS IN THE INFORMATION MEMORANDUM AND THIS ADDENDUM.

THE SUKUK MUSHARAKAH ISSUE WILL CARRY DIFFERENT RISKS AND ALL PROSPECTIVE INVESTORS ARE STRONGLY ENCOURAGED TO EVALUATE THE ISSUE ON ITS OWN MERIT. INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT.

INVESTORS SHOULD READ THE ENTIRE INFORMATION MEMORANDUM AND THIS ENTIRE ADDENDUM CAREFULLY AND AS A WHOLE, INCLUDING THE APPENDICES.

IT IS RECOMMENDED THAT PROSPECTIVE INVESTORS CONSULT THEIR FINANCIAL, LEGAL AND OTHER ADVISERS BEFORE PURCHASING OR ACQUIRING OR SUBSCRIBING FOR THE SUKUK MUSHARAKAH.

CONFIDENTIALITY

The Information Memorandum and this Addendum and their contents are strictly confidential and the information herein contained is given to the recipient strictly on the basis that the recipient shall ensure the same remains confidential. Accordingly, the Information Memorandum, this Addendum and their contents, and/or any information which is made available to the recipient in connection with any further enquiries, must be held in complete confidence.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer may, at its discretion, apply for any remedy available to the Issuer whether at law or equity, including without limitation, injunctions. The Issuer is entitled to fully recover from the contravening party all cost, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, it is hereby deemed that this confidentiality undertaking shall be imposed upon the recipient, the recipient's professional advisors, directors, employees and any other persons who may receive the Information Memorandum (or any part of it) or this Addendum from the recipient.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, the Information Memorandum:

- (a) the audited financial statements of the Issuer; and
- (b) all supplements or amendments to the Information Memorandum circulated from time to time, including this Addendum (if any),

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Addendum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Addendum.

The Issuer will provide to each person to whom a copy of the Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer at its office's address as set out at the end of the Information Memorandum and this Addendum.

If the terms of the Sukuk Musharakah are modified or amended in a manner, which would make the Information Memorandum and this Addendum, as so modified or amended, inaccurate or misleading, a supplemental Information Memorandum will be prepared.

TABLE OF CONTENTS

	Page
IMPORTANT NOTICE	i
GLOSSARY DEFINITIONS & ABBREVIATIONS	2
SECTION 1.0 : ADDITIONAL LEAD MANAGER	3
SECTION 2.0 : RISKS RELATING TO THE SUKUK MUSHARAKAH	4
2.1 Potential Investors of the Sukuk Musharakah	4
2.2 Liquidity of Trading in the Sukuk Musharakah	4
2.3 Trading of the Sukuk Musharakah by the Joint Lead Managers and/or their respective Affiliates and the Investors in the Sukuk Musharakah	4
SECTION 3.0 : THE SUKUK MUSHARAKAH	6
SECTION 4.0 : OTHER INFORMATION	7
4.1 Material Litigation	7
4.2 Information relating to the Term Loan	7

[The rest of this page is intentionally left blank]

DEFINITIONS

Terms as defined in the Information Memorandum shall have the same meaning when used in this Addendum and in addition, the following terms shall have the following meanings:

- Addendum** - This addendum dated 15 January 2014 to the Information Memorandum.
- Maybank IB** - Maybank Investment Bank Berhad (Company No. 15938-H).

[The rest of this page is intentionally left blank]

Section 1.0 ADDITIONAL LEAD MANAGER

The Issuer wishes to inform that the Issuer has appointed Maybank IB as a Joint Lead Manager for and in connection with the issuance of the Sukuk Musharakah. Accordingly, all references to “Lead Manager” in the Information Memorandum shall be read as referring to “the Joint Lead Managers” which shall mean SCSB and Maybank IB collectively.

Section 2.0 RISKS RELATING TO THE SUKUK MUSHARAKAH

This Section 2.0 of this Addendum must be read together with Section 3.0 of the Information Memorandum.

2.1 Potential Investors of the Sukuk Musharakah

The Sukuk Musharakah issued may not be widely distributed and potential investors of the Sukuk Musharakah may include parties related to the Issuer. The liquidity and trading prices of the Sukuk Musharakah may be affected by various factors including if a limited number of investors subscribe for a significant portion of the Sukuk Musharakah, and/or where such investors include parties related to the Issuer.

2.2 Liquidity of Trading in the Sukuk Musharakah

In connection with the offer and sale of the Sukuk Musharakah, the Issuer, the Lead Arranger, the Principal Adviser, the Joint Lead Managers and/or their respective affiliates may place orders, receive allocations and purchase Sukuk Musharakah for their own account (without a view to distributing such Sukuk Musharakah) and such orders and/or allocations of the Sukuk Musharakah may be material. Such entities may hold or sell such Sukuk Musharakah or purchase further Sukuk Musharakah for their own account in the secondary market or deal in any other securities of the Issuer, and therefore, they may offer or sell the Sukuk Musharakah or other securities otherwise than in connection with the offering. Accordingly, references herein to the Sukuk Musharakah being 'offered' should be read as including any offering of the Sukuk Musharakah to the Issuer, the Principal Adviser, the Lead Arranger, the Principal Adviser, the Joint Lead Managers and/or their respective affiliates for their own account. Such entities are not expected to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so. Furthermore, it is possible that only a limited number of investors may subscribe for a significant proportion of the Sukuk Musharakah. If this is the case, liquidity of trading in the Sukuk Musharakah may be constrained (see "Risks relating to the Sukuk Musharakah – No Prior Market for the Sukuk Musharakah" and "Risks relating to the Sukuk Musharakah – Potential Investors of the Sukuk Musharakah"). The Issuer, the Principal Adviser, the Lead Arranger, and the Joint Lead Managers are under no obligation to disclose the extent of the distribution of the Sukuk Musharakah amongst individual investors.

2.3 Trading of the Sukuk Musharakah by the Joint Lead Managers and/or their respective Affiliates and the Investors in the Sukuk Musharakah

Each Joint Lead Manager and/or its affiliates may purchase the Sukuk Musharakah for its own account or enter into secondary market transactions or derivative transactions relating to the Sukuk Musharakah, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackagings and credit default swaps, at the same time as the offering of the Sukuk Musharakah. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Sukuk Musharakah to which this Addendum and the Information Memorandum relates (notwithstanding that such selected counterparties may also be a purchaser of the Sukuk Musharakah). As a result of such transactions, a Joint Lead Manager and/or its affiliates may hold long or short positions relating to the Sukuk Musharakah. Each of the Joint Lead Managers and/or its affiliates may also engage in investment or commercial banking and other dealings in the ordinary course of business with the Issuer and/or its affiliates from time to time and may receive fees and commissions for these transactions. In addition to the transactions noted above, each Joint Lead Manager and/or its affiliates may, from time to time after completion of the offering of the Sukuk Musharakah, engage in other transactions with, and perform services for, the Issuer and/or its affiliates in the ordinary course of their business. Each Joint Lead Manager and/or its affiliates may also purchase Sukuk Musharakah for asset management and/or proprietary purposes but not with a view to distribution or may hold Sukuk Musharakah on behalf of clients or in the capacity of investment advisors. While each Joint Lead Manager and/or its affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause a

Joint Lead Manager and/or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Sukuk Musharakah. Each Joint Lead Manager may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Sukuk Musharakah.

[The rest of this page is intentionally left blank]

SECTION 3.0 THE SUKUK MUSHARAKAH

This Section 3.0 of this Addendum must be read together with Section 2.0 of the Information Memorandum.

As part of the information disclosed to the Information Memorandum, it was stated under section 2(g) (**Tenure of issue/sukuk programme**) in the Principal Terms and Conditions of the Sukuk Musharakah as annexed as Appendix I to the Information Memorandum (the “PTC”) that it is expected that the Sukuk Musharakah will consist of sixteen (16) series as per the table below:

Series	Tenure (years)	Nominal Value (RM'million)
1	5	10.0
2	6	30.0
3	7	40.0
4	8	40.0
5	9	50.0
6	10	50.0
7	11	70.0
8	12	90.0
9	13	100.0
10	14	110.0
11	15	110.0
12	16	110.0
13	17	130.0
14	18	130.0
15	19	140.0
16	20	140.0
		1,350.0

It is also provided in the PTC that the details of the series are subject to change prior to the issuance of the Sukuk Musharakah.

It is now expected that the Sukuk Musharakah will consist of sixteen (16) series as specified in the table below:

Series	Tenure (years)	Nominal Value (RM'million)
1	2	20.0
2	3	30.0
3	4	35.0
4	5	40.0
5	6	55.0
6	7	70.0
7	8	70.0
8	9	70.0
9	10	75.0
10	11	90.0
11	12	110.0
12	13	125.0
13	14	130.0
14	15	130.0
15	16	130.0
16	17	170.0
		1,350.0

[The rest of this page is intentionally left blank]

SECTION 4.0 OTHER INFORMATION

This Section 4.0 of this Addendum must be read together with Section 9.0 of the Information Memorandum.

4.1 Material litigation

High Court Civil Suit No. D3-22-1958-2003 – Hi-Summit Construction Sdn Bhd (“Hi-Summit”), Dato’ Suhaimi Bin Ibrahim (“Dato’ Suhaimi”), Irwan Shah Bin Abdullah @ D.J. Dave (“Irwan”) and Abdul Rahmat Bin Ramli (“Abdul Rahmat”) v Konsortium Lapangan Terjaya Sdn Bhd (currently known as “Maju Expressway Sdn Bhd”), Ulimas Sdn Bhd, Bright Focus Sdn Bhd and Anson Perdana Berhad (“High Court Civil Suit”)

Further to the information provided in the Information Memorandum in relation to the High Court Civil Suit, there have been developments to the High Court Civil Suit.

It was stated in the Information Memorandum that the Kuala Lumpur High Court had struck off the High Court Civil Suit on grounds that the suit was commenced without the proper authorisation from the Board of Directors of Hi-Summit (the “**High Court Decision**”). The matter was on appeal by Hi-Summit at the Court of Appeal (“**the said Appeal**”) and the hearing for the said Appeal was initially scheduled on 12 August 2013. However, the hearing of the said Appeal was subsequently postponed and was fixed for hearing on 20 September 2013.

On 20 September 2013, the Court of Appeal reversed the decision of the Kuala Lumpur High Court and reinstated the High Court Civil Suit. The Court of Appeal also directed for a case management to be held before the Kuala Lumpur High Court. The Kuala Lumpur High Court is expected to provide directions on the following interlocutory applications which were previously filed at the case management:

- (i) the applications filed by the plaintiffs to seek for an extension of time from the Kuala Lumpur High Court to file its amended statement of claim;
- (ii) the application filed by the Issuer to strike out the plaintiffs' amended statement of claim on grounds that the amended statement of claim discloses no cause of action, is frivolous, vexatious and abuse of process of the court and that the said amended statement of claim was filed out of time.

Subsequently on 18 October 2013, the Issuer had via its solicitors, Messrs CH Yeoh & Yiew filed an application for leave to appeal to the Federal Court against the decision of the Court of Appeal in relation to the said Appeal. Should the Federal Court grants the leave to appeal and subsequently allows the Issuer's appeal, the High Court Decision will be reinstated (i.e. the High Court Civil Suit would remain as a suit which had been struck out on grounds that the suit was commenced without the proper authorisation from the Board of Directors of Hi-Summit).

4.2 Information relating to the Term Loan

It was provided in the Information Memorandum that the Issuer was placed on the EA Watchlist by SCBMB on August 2012 primarily as a result of early signs of potential delay in repayment of the Term Loan, and is being closely monitored ever since. The Issuer has been making payment of interest falling due and payable under the Term Loan and the repayment date of the Term Loan has been extended to on or before 31 January 2014.

[The rest of this page is intentionally left blank]

THE ISSUER

Bright Focus Berhad
(Company No. 223607-M)
No. 1, Maju Expressway (MEX)
63000 Cyberjaya
Selangor Darul Ehsan
Malaysia

PRINCIPAL ADVISER, LEAD ARRANGER

Standard Chartered Saadiq Berhad
(Company No. 823437-K)
Level 33, Menara Standard Chartered
30, Jalan Sultan Ismail
50250 Kuala Lumpur
Malaysia

JOINT LEAD MANAGERS

Standard Chartered Saadiq Berhad
(Company No. 823437-K)
Level 33, Menara Standard Chartered
30, Jalan Sultan Ismail
50250 Kuala Lumpur
Malaysia

Maybank Investment Bank Berhad
Company No. 15938-H)
Level 33, Menara Maybank
100 Jalan Tun Perak
50050 Kuala Lumpur
Malaysia

FINANCIAL ADVISER TO THE ISSUER

ZJ Advisory Sdn Bhd
(Company No. 645449-V)
Suite 22B, 22nd Floor
Sunway Tower
No. 86, Jalan Ampang
50450 Kuala Lumpur
Malaysia

TRUSTEE

TMF Trustees Malaysia Berhad
(Company No. 610812-W)
Level 10, Menara Hap Seng
No 1 & 3 Jalan P. Ramlee
50250 Kuala Lumpur
Malaysia

REPORTING ACCOUNTANT

Crowe Horwath
Level 16 Tower C
Megan Avenue II
12 Jalan Yap Kwan Seng
50450 Kuala Lumpur
Malaysia

**LEGAL COUNSEL TO THE PRINCIPAL ADVISER / LEAD ARRANGER
/ JOINT LEAD MANAGERS**

Wong & Partners
Level 21, The Gardens South Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur
Malaysia