

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

Bursa Malaysia Securities Berhad has only perused Part (I) of this Circular in respect of the proposed shareholders' mandate for recurrent related party transactions of a revenue or trading nature on a limited review basis pursuant to the provisions of Practice Note 18 of Bursa Malaysia Securities Berhad's Main Market Listing Requirements and, takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or due to your reliance upon the whole or any part of the contents of this Circular.



Property

SIME DARBY PROPERTY BERHAD

(Company No. 15631-P)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

- (I) PROPOSED SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE FOR SIME DARBY PROPERTY BERHAD ("SIME DARBY PROPERTY" OR "COMPANY") GROUP OF COMPANIES; AND**

- (II) PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY**

The resolutions in respect of the above proposals will be tabled as Special Business at the Forty-Fifth Annual General Meeting ("AGM") of the Company. The notice of the Forty-Fifth AGM of the Company, which will be held at Grand Ballroom, First Floor, Sime Darby Convention Centre, 1A, Jalan Bukit Kiara 1, 60000 Kuala Lumpur, Malaysia on Wednesday, 31 October 2018 at 10.00 a.m. together with the Form of Proxy, are set out in the 2018 Annual Report of the Company which is despatched together with this Circular.

In the event you wish to appoint a proxy, please complete, sign and return the Form of Proxy in accordance with the instructions printed thereon. The completed Form of Proxy must be deposited at the office of the Share Registrar, Tricor Investor & Issuing House Services Sdn Bhd at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur not less than 24 hours before the time appointed for the taking of poll or no later than 30 October 2018 at 12.00 noon. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the AGM should you subsequently decide to do so.

Last date and time for lodging the Form of Proxy : Tuesday, 30 October 2018 at 12.00 noon
Date and time of AGM : Wednesday, 31 October 2018 at 10.00 a.m.
or any adjournment thereof

DEFINITIONS

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

Act	:	Companies Act 2016, as amended from time to time and any re-enactment thereof
AGM	:	An annual general meeting of Sime Darby Property
Board	:	The board of Directors of Sime Darby Property for the time being
Bursa Securities	:	Bursa Malaysia Securities Berhad
Circular	:	This circular dated 2 October 2018
CMSA	:	Capital Markets and Services Act 2007, as amended from time to time and any re-enactment thereof
Constitution	:	The constitution of the Company
Director(s)	:	(a) A director of Sime Darby Property or its subsidiary companies, and shall have the meaning given in Section 2(1) of the CMSA; and (b) For the purpose of disclosure of Related Parties pursuant to the Proposed Shareholders' Mandate, includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a director as referred to in paragraph (a) above or chief executive officer of Sime Darby Property and/or its subsidiary companies
EPF	:	Employees Provident Fund Board (established under the Employees Provident Fund Act 1991)
GAC	:	Governance and Audit Committee of Sime Darby Property
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities including any amendments, modifications and additions that may be made from time to time and any Practice Notes issued in relation thereto.
LPD	:	7 September 2018, being the latest practicable date prior to the printing of this Circular
Major Shareholders	:	(a) A person who has an interest or interests in one (1) or more voting shares in the Company and the number or aggregate number of those shares, is: (i) ten percent (10%) or more of the total number of voting shares in our Company; or (ii) five percent (5%) or more of the total number of voting shares in our Company where such person is the largest shareholder of our Company.

- (b) For the purpose of the Proposed Shareholders' Mandate, "interest" shall have the meaning of "interest in shares" given in Section 8 of the Act. A Major Shareholder includes any person who is or was within preceding six (6) months of the date on which the terms of the transaction were agreed upon, a Major Shareholder, Sime Darby Property's subsidiary companies or holding company.

Person(s) Connected : In relation to a Director or 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 or Major Shareholder, or a family member of the Director or Major Shareholder, is the sole beneficiary;
- (c) a partner of the Director or Major Shareholder, or a partner of a Person Connected to the Director or Major Shareholder;
- (d) a person, or where the person is a body corporate, the body corporate or its directors, 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;
- (e) a person, or where the person is a body corporate, the body corporate or its directors, 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;
- (f) a body corporate in which the Director or Major Shareholder, or Persons Connected with the Director or Major Shareholder are entitled to exercise, or control the exercise of, not less than twenty percent (20%) of the votes attached to voting shares in the body corporate; or
- (g) a body corporate which is a related corporation of the Director or Major Shareholder

Proposals : Collectively, the Proposed Adoption and the Proposed Shareholders' Mandate

Proposed Adoption : Proposed adoption of the new Constitution of the Company

Proposed Shareholders' Mandate : Proposed shareholders' mandate for the Recurrent Related Party Transactions to be entered into by the Group from the date of the forthcoming Forty-Fifth AGM to the next AGM

Recurrent Related Party Transaction(s) : Related Party Transaction(s) involving recurrent transaction(s) 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) or Person(s) Connected with such Director(s) or Major Shareholder(s)

Related Party Transaction(s)	:	Transaction(s) entered into by Sime Darby Property Group which involve(s) the interest, direct or indirect, of the Related Party(ies)
RM and sen	:	Ringgit Malaysia and sen, respectively, the lawful currency of Malaysia
Sime Darby Property or Company	:	Sime Darby Property Berhad
Sime Darby Property Group or Group	:	Sime Darby Property and its subsidiaries, collectively

All references to “you” in this Circular are to the shareholders of our Company. All references to “our Company” or “Sime Darby Property” in this Circular are to Sime Darby Property Berhad, and references to “our Group” or “Sime Darby Property Group” are to our Company and our subsidiaries. References to “we”, “us”, “our” and “ourselves” are to our Company and, where the context otherwise requires, our subsidiaries.

Words denoting the singular shall, where applicable, include the plural and vice versa, and words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders, and vice versa. References to persons shall include corporations.

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

Any reference to a time of day and date in this Circular is a reference to Malaysian time and date, respectively.

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SIME DARBY PROPERTY BERHAD

(Company No. 15631-P)
(Incorporated in Malaysia)

Registered Office

Level 10, Block G
No. 2, Jalan PJU 1A/7A
Ara Damansara, PJU 1A
47301 Petaling Jaya
Selangor Darul Ehsan

2 October 2018

Board of Directors

Tan Sri Dr. Zeti Akhtar Aziz (*Non-Independent Non-Executive Chairman*)
Dato' Sri Amrin Awaluddin (*Group Managing Director*)
Datuk Tong Poh Keow (*Executive Director / Group Chief Financial Officer*)
Dato' Jaganath Derek Steven Sabapathy (*Senior Independent Non-Executive Director*)
Tengku Datuk Seri Ahmad Shah Alhaj ibni Almarhum Sultan Salahuddin Abdul Aziz Shah Alhaj (*Independent Non-Executive Director*)
Dato' Johan Ariffin (*Independent Non-Executive Director*)
Datuk Dr. Mohd Daud Bakar (*Non-Independent Non-Executive Director*)
Dato' Seri Ahmad Johan Mohammad Raslan (*Independent Non-Executive Director*)
Datin Norazah Mohamed Razali (*Independent Non-Executive Director*)
Encik Rizal Rickman Ramli (*Non-Independent Non-Executive Director*)

To: Our Shareholders

Dear Sir / Madam,

- (I) **PROPOSED SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE FOR SIME DARBY PROPERTY GROUP; AND**
 - (II) **PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY**
-

1. INTRODUCTION

- 1.1 Our Company had been admitted into the Official List of Bursa Securities and listed on the Main Market of Bursa Securities on 30 November 2017.

Based on Section 12.1.1 in the Prospectus of our Company dated 28 November 2017 prior to its listing, our Company had entered into Related Party Transactions with our Related Parties for the past three (3) financial years ended 30 June 2015 to 30 June 2017 and for the financial year ended 30 June 2018.

In view of the above, our Board had, on 28 August 2018, announced its intention to seek shareholders' approval for the Proposed Shareholders' Mandate in accordance with Paragraph 10.09 of the Listing Requirements and the Proposed Adoption at the forthcoming AGM.

The Proposed Shareholders' Mandate, if approved by our shareholders, will take effect from the passing of the relevant ordinary resolution at our Forty-Fifth AGM and is subject to annual renewal.

- 1.2 The proposed new Constitution of the Company as set out in Appendix II of this Circular, will bind our Company and you as our shareholders upon the date the special resolution pertaining to the Proposed Adoption is passed at our Forty-Fifth AGM.
- 1.3 The purpose of this Circular is to provide you with the relevant details of the Proposals together with our Board's recommendations thereon and to seek your approval for the resolutions under the agenda of Special Business to be tabled at our forthcoming AGM. The notice of the AGM is enclosed together with the abridged version of the Annual Report.

An extract of the resolutions in respect of the Proposed Shareholders' Mandate and the Proposed Adoption is set out in Appendix III of this Circular.

YOU ARE ADVISED TO READ THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN CAREFULLY BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSED SHAREHOLDERS' MANDATE AND PROPOSED ADOPTION TO BE TABLED AT OUR FORTHCOMING AGM.

2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE

2.1 Details

- (i) Paragraph 10.08 of the Listing Requirements stipulates the obligations of a listed issuer to comply in relation to Related Party Transactions. However, pursuant to paragraph 10.09(2) and Practice Note 12 of the Listing Requirements, our Company may seek a mandate from our shareholders for Recurrent Related Party Transactions subject to, *inter alia*, the following:
 - (a) the transactions are in the ordinary course of business and are on 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 exceeds the applicable prescribed threshold as follows:
 - (i) the consideration, value of the assets, capital outlay or costs of the Recurrent Related Party Transactions is RM1 million or more; or
 - (ii) the percentage ratio of such transactions is equal to 1% or more,whichever is the higher;
 - (c) the Company's circular to shareholder is issued for the shareholders' mandate and shall include the information as set out in Annexure PN12-A of Practice Note 12 of the Listing Requirements;
 - (d) in a meeting to obtain a mandate from the shareholders:
 - (i) a Related Party with any interest, direct or indirect ("Interested Related Party") must not vote on the resolution in respect of the Recurrent Related Party Transaction;

- (ii) an Interested Related Party who is a Director or Major Shareholder, must ensure that the Persons Connected to him/her abstain from voting on the resolution in respect of the Recurrent Related Party Transaction; and
 - (iii) where the Interested Related party is a Person Connected with a Director or Major Shareholder, such person must not vote on the resolution in respect of the Recurrent Related Party Transaction.
- (e) the Company immediately announces to Bursa Securities when the actual value of a Recurrent Related Party Transaction entered into by Sime Darby Property, 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 a listed issuer has procured a shareholders' mandate pursuant to paragraph 10.09(2) of the Listing Requirements, the provisions of paragraph 10.08 of the Listing Requirements will not apply during the validity period of the shareholders' mandate.

In accordance with paragraph 3.3(a) of Practice Note 12 of the Listing Requirements, our Company may procure a mandate for acquisition or disposal of land or land-based property provided that the transaction is a Recurrent Related Party Transaction and any one of the percentage ratios is not more than 10%. As disclosed under Section 2.4 of this Circular, the estimates of the value of this category of transactions cannot be ascertained given the various types of properties sold by the Group varying from project to project, wherein the value of such transactions do not exceed 10% of any one of the percentage ratios.

- (ii) The Proposed Shareholders' Mandate, if approved at our forthcoming AGM, shall take effect immediately upon the passing of the ordinary resolution proposed at our AGM and shall continue to be in force until:
 - (a) the conclusion of our next AGM following our forthcoming Forty-Fifth AGM at which time it will lapse, unless the authority is renewed by a resolution passed at the said next AGM; or
 - (b) the expiration of the period within which our next AGM after that date is required to be held pursuant to Sections 340(1) and (2) of the Act (but must 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 you in a general meeting,
 whichever is the earlier.

Thereafter, your approval will be sought for the subsequent renewals of the Proposed Shareholders' Mandate at each subsequent AGM.

- (iii) Disclosure will be made in the Company's Annual Report in accordance with paragraph 3.1.5 of Practice Note 12 of the Listing Requirements, which requires a breakdown of the aggregate value of the Recurrent Related Party Transactions made pursuant to the Proposed Shareholders' Mandate for the financial year under review, amongst others, based on the following information:
 - (a) the type of the Recurrent Related Party Transactions made; and
 - (b) the names of the Related Parties involved in each type of the Recurrent Related Party Transactions made, and their relationship with the Company.

Notwithstanding the above, the Proposed Shareholders' Mandate sought does not cover any recurrent transaction of a revenue or trading nature involving companies in which EPF is interested, as the conditions set out in Paragraph 10.08(11)(m) of the Listing Requirements are expected to be fulfilled, and therefore, transactions involving companies in which EPF is interested would not be regarded as Related Party Transactions.

Our Board is seeking your approval for the Proposed Shareholders' Mandate in respect of Recurrent Related Party Transactions to be entered into by Sime Darby Property Group from the date of our forthcoming AGM to the next AGM. These Recurrent Related Party Transactions are conducted in the ordinary course of business with the Related Parties and are on 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 our Company.

Details of the Recurrent Related Party Transactions under the Proposed Shareholders' Mandate are set out in Section 2.4 of this Circular.

2.2 Principal activities of Sime Darby Property Group

The principal activities of our Company are investment holding, property development and provision of management services. Our subsidiaries are principally involved in property investment, property development, provision of golfing and sporting services, construction, provision of property management services, hospitality, leisure and healthcare.

The companies in Sime Darby Property Group to which the Proposed Shareholders' Mandate applies are as follows:

Subsidiaries of Sime Darby Property	Effective Interest of Sime Darby Property	Principal Activities
Sime Darby Brunfield Holding Sdn Bhd (" SDBH ")	60%	Property development and investment holding
<u>Subsidiaries of SDBH</u>		
Sime Darby Brunfield Damansara Sdn Bhd (" SDBD ")	60%	Property development and property investment
Sime Darby Brunfield Resort Sdn Bhd (" SDBR ")	60%	Property development

2.3 Classes of Related Parties

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

- (i) Directors and/or Major Shareholders; and
- (ii) Persons Connected to the Directors and/or Major Shareholders.

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

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

Item	Transacting Companies in Sime Darby Property Group	Transacting Related Parties	Nature of RRPT	Interested Major Shareholders/Directors and Persons Connected with them	Estimated aggregated value for the financial year ended 30 June 2018 ⁽¹⁾ (RM'million)	Actual Value transacted from 1 July 2017 to 30 June 2018 (RM'million)	Estimated aggregate value from forthcoming AGM on 31 October 2018 to next AGM ⁽²⁾ (RM'million)
1.	SDBD and SDBR	Brunsfeld Engineering Sdn Bhd ("BESB")	Provision of design and build services as well as other service provider components by BESB for the property development projects undertaken by SDBD and SDBR (namely Oasis Corporate Park, Oasis Rio, Oasis AutoNexus, Senada, ALYA Kuala Lumpur and Parcels A & B, ALYA Kuala Lumpur)	Interested Major Shareholder: <ul style="list-style-type: none"> Brunsfeld Metropolitan Sdn Bhd ("BMSB") ⁽³⁾ Interested Directors: <ul style="list-style-type: none"> Tan Sri Dato' Dr Ir Gan Thian Leong ("Tan Sri Dato' Dr Ir Gan") ⁽⁴⁾ Mohamad Hassan Zakaria ("Encik Mohamad Hassan") ⁽⁵⁾ Gan Tien Chie ("Mr Gan") ⁽⁶⁾ Interested Person Connected: <ul style="list-style-type: none"> Nil 	132.5	125.6	88.0
2.	Sime Darby Property Group	(i) Directors of Sime Darby Property Group and Persons Connected to them (ii) Major Shareholders of subsidiaries of Sime Darby Property and Persons Connected with them ⁽⁷⁾ (Collectively referred to as "Directors and Major Shareholders of Sime Darby Property Group and Persons Connected to Them")	Sale of properties in the ordinary course of business by Sime Darby Property Group, the values of which are not more than 10% of any one of the percentage ratios as stipulated in the Listing Requirements	(i) Directors of Sime Darby Property Group and Persons Connected to them (ii) Major Shareholders of subsidiaries of Sime Darby Property and Persons Connected with them ⁽⁷⁾	See note (8)	2.7	See note (8)
Total					132.5	128.3	88.0

Notes:

- (1) *The estimated value as disclosed in the Company's Prospectus dated 28 November 2017. There was no deviation of the actual value exceeding the estimated value by 10% or more as disclosed in the Prospectus.*
- (2) *The estimated aggregate value of the transaction from 31 October 2018 up to next AGM which is expected to be held by the month of May 2019. The estimated aggregate value for the Proposed Shareholders' Mandate is based on the management forecast of transaction value that has been anticipated. Accordingly, the actual transacted value may vary and is subject to change.*
- (3) *BMSB is a Major Shareholder of SDBH with 40% direct shareholding in SDBH. SDBH in turn is the holding company of SDBD and SDBR. Tan Sri Dato' Dr Ir Gan and Encik Mohamad Hassan are indirect Major Shareholders of SDBH by virtue of their respective shareholdings in BMSB pursuant to Section 8 of the Act. Tan Sri Dato' Dr Ir Gan and Encik Mohamad Hassan also have indirect shareholdings of more than 10% in BESB.*
- (4) *Tan Sri Dato' Dr Ir Gan is a Director of SDBH, which in turn is the holding company of SDBD and SDBR. Tan Sri Dato' Dr Ir Gan is also an indirect Major Shareholder of SDBH by virtue of his shareholding in BMSB pursuant to Section 8 of the Act. Tan Sri Dato' Dr Ir Gan also has an indirect shareholding of more than 10% in BESB.*
- (5) *Encik Mohamad Hassan is an alternate director to Tan Sri Dato' Dr Ir Gan on the board of directors of SDBH, which in turn is the holding company of SDBD and SDBR. Encik Mohamad Hassan is also an indirect Major Shareholder of SDBH by virtue of his shareholding in BMSB pursuant to Section 8 of the Act. Encik Mohamad Hassan also has an indirect shareholding of more than 10% in BESB.*
- (6) *Mr Gan is a Director of SDBH, SDBD and SDBR. Mr Gan, being the brother of Tan Sri Dato' Dr Ir Gan, is a Person Connected to Tan Sri Dato' Dr Ir Gan. Tan Sri Dato' Dr Ir Gan has an indirect shareholding of more than 10% in BESB.*
- (7) *The Directors, Major Shareholders of Sime Darby Property Group and/or Persons Connected with Them (as defined in item 2, Section 2.4 above) who will be purchasing properties from Sime Darby Property Group could not be ascertained as at the date of this Circular.*
- (8) *The estimate aggregate value of this category of transaction cannot be ascertained given the various types of properties sold by our Group with prices varying from project to project. However, in accordance with Paragraph 3.3(a) of Practice Note 12 of the Listing Requirements, the value of each of the transaction shall not exceed 10% of any one of the percentage ratios.*

2.5 Amount Due and Owing to Sime Darby Property Group by Related Parties

For the financial year ended 30 June 2018, there were no amounts due and owing to the Sime Darby Property Group by its Related Parties pursuant to the Recurrent Related Party Transactions which have exceeded the applicable credit terms. Hence, there were no late payment charges imposed on the Related Parties.

2.6 Review of procedures on Recurrent Related Party Transactions

The Group has established guidelines and procedures to ensure that Recurrent Related Party Transactions will be undertaken at arm's length and on normal commercial terms, which are consistent with the Group's normal business practices and policies, and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders, as follows:

- (i) A list of Related Parties will be circulated and updated on a quarterly basis to ensure that all Recurrent Related Party Transactions are undertaken on an arm's length basis and on normal commercial terms and, on terms not more favourable to the Related Parties than those generally available to the public. The transaction must be in the best interest of the Sime Darby Property Group and not detrimental to the minority shareholders of Sime Darby Property;
- (ii) Records will be maintained to capture all Recurrent Related Party Transactions which are entered into pursuant to the Proposed Shareholders' Mandate to ensure that relevant approvals have been obtained and review procedures in respect of such transactions are adhered to;
- (iii) Directors and key management personnel need to declare the nature and extent of their interests and the interests of Persons Connected with them in any Recurrent Related Party Transactions which are put up to the Board for approval;
- (iv) Any Director or key management personnel who has an interest, whether direct or indirect, in any Recurrent Related Party Transactions must abstain from deliberations and voting on the relevant resolution at the Board/tender meeting and ensure that Persons Connected with him/her also abstain from voting at the relevant meeting;
- (v) Where shareholders' approval is required, a Related Party with any direct or indirect interest must not vote on the resolution in respect of the Recurrent Related Party Transactions at the shareholders' meeting. He/She must also ensure that Persons Connected with him/her also abstain from voting on the resolution at the shareholders' meeting;
- (vi) All business units shall regularly review their existing documentation, procedures and information systems to ensure that features are incorporated into the documentation, procedures and systems for capturing information on Related Party Transaction at source;
- (vii) Disclosure will be made in the annual report of the Company of the aggregate value of transactions conducted pursuant to the Proposed Shareholders' Mandate during the financial year, in accordance with the provisions of paragraph 10.09 of Chapter 10 and paragraph 3.1.5 of Practice Note 12 of the Listing Requirements;
- (viii) The GAC has reviewed and shall continue to review the adequacy and appropriateness of the procedures as and when required with the authority to sub-delegate such function to individuals or committees within the Company as they may deem appropriate; and

- (ix) At least two (2) other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as comparison, wherever possible, 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 parties for the same or substantially similar type of products/services and/or quantities. In the event that quotation or comparative pricing from unrelated third parties cannot be obtained (for instance, if there are no unrelated third party vendors/customers of similar products or services, or if the product/service is a proprietary item), the transaction price will be in accordance with applicable industry norms, prevailing commercial rates and at rates not more favourable to the Related Parties than those generally available to the public and are not detrimental to the Sime Darby Property Group or its minority shareholders.

There are no specific thresholds for approval of Recurrent Related Party Transactions within the Group. However, all Recurrent Related Party Transactions are subject to the approval of the appropriate levels of authority set by the Company.

All construction and service provider contracts to be awarded by SDBH shall be based on the method which is most beneficial to SDBH and its subsidiaries and in compliance with Sime Darby Property's tender policies and procedures.

For all contracts, tenders submitted are assessed and evaluated by an independent check consultant. The tendered rates are evaluated against current market rates to ensure that the rates are reasonable and comparable. SDBH will continue to assess and evaluate the tender rates to determine whether the prices and terms offered by the Related Parties are fair and reasonable and comparable to the market rates for the same or substantially similar types of products and/or quantities and to ensure that the recurrent Related Party Transaction is not detrimental to the Sime Darby Property Group.

The following guidelines will apply for the tender policies and procedures in SDBH and its subsidiaries:

- (i) Scope of Procurement

The tenders will be evaluated by the procurement department of the SDBH.

- (ii) Tendering Strategy

All tenders shall be through:

- (a) Selective tendering – Standard model for all contracts in the annual budget with the normal process of design development, plan approval and tender.
- (b) Direct negotiated tenders (single sourcing) – For selected products or work that meet or exceed the desired quality and cost e.g. supplier management products.
- (c) Design & build tenders – For specialised projects. Capable contractors take the lead in design management and construction. Cost is capped within the approved budget. Contractors are to reduce cost and add value.
- (d) Open tenders – Special work that requires contractors beyond the current master list of contractors.

(iii) List of Tenderers

The tenderers shall be selected based on their category, listing status, specialisation and grading i.e. limit of work in hand as indicated below:

Grade	Limit of Work in Hand
Super A2	More than RM150 million
Super A1	Up to RM150 million
A	Up to RM100 million
B	Up to RM20 million
C	Up to RM5 million

Should a proposed tenderer be selected despite exceeding the above limit, justification shall be made to the respective approval authority for such a selection.

(iv) Authority Limits for Award of Contract

Approving Authority	Value of Contract (RM)
Sime Darby Property Board Tender Committee	> 100 million – 500 million
SDBH Tender Committee 2	> 50 million – 100 million
SDBH Tender Committee 1	> 5 million – 50 million
Management Tender Committee	> 0.2 million – 5 million

A newly prequalified contractor (first timer) shall not be awarded a second contract until 30% satisfactory completion of the first contract or when the tender committee is satisfied that the second contract recommended by the Company has met all the criteria and assurances for quality delivery, financial capability and that the said newly prequalified contractor has the resources to undertake the second contract while at the same time maintaining the momentum of the first contract.

2.7 Statement by the Governance and Audit Committee

The GAC has seen and reviewed the guidelines and procedures in Section 2.6 above and is satisfied that the guidelines and procedures established for Recurrent Related Party Transactions are sufficient to ensure that such transactions will be carried out in a fair and reasonable manner and on normal commercial terms and are in the best interest of Sime Darby Property Group; and the terms of the Recurrent Related Party Transactions are 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 Sime Darby Property.

The GAC is of the view that the Group has put in place adequate procedures and processes to identify, monitor and track Recurrent Related Party Transactions in a timely and orderly manner, and will at its discretion, amend the guideline and procedures which are no longer appropriate or adequate, to ensure that the Recurrent Related Party Transactions are, at all times, carried out on terms consistent with the Group's practices and are not to the detriment of our minority shareholders. Such procedures and processes are reviewed as and when necessary.

2.8 Rationale and Benefits of the Proposed Shareholders' Mandate

The rationale and benefits of the Proposed Shareholders' Mandate are as follows:

- (i) To facilitate transactions with Related Parties which are in the ordinary course of business of the Group, undertaken on arms' length basis, are fair and reasonable and on normal commercial terms and, on terms which are not more favourable to the Related Parties than those generally available to the public, and are not detrimental to the interests of our minority shareholders.
- (ii) To meet the business needs of the Group on the best possible terms as well as to explore beneficial business opportunities within the Group and with its joint-venture partners.
- (iii) To eliminate the need to make announcements to Bursa Securities and to convene separate general meetings from time to time to seek your approval as and when Recurrent Related Party Transactions with the specified classes of Related Parties arise. This will substantially reduce administrative time and expenses associated with the making of announcements and/or the convening of such general meetings on an ad-hoc basis, without compromising the corporate objectives of the Group or adversely affecting the business opportunities available to the Group.

2.9 Effects of the Proposed Shareholders' Mandate

The Proposed Shareholders' Mandate will not have any effect on the share capital, substantial shareholders' shareholdings, net assets per share, gearing, or earnings per share of Sime Darby Property for the financial year ending 31 December 2018.

2.10 Interests of Directors, Major Shareholders and Persons Connected With Them

(i) Recurrent Related Party Transactions between SDBD and SDBR with BESB

None of the Directors, Major Shareholders of the Company and/or Persons Connected to them, has any interest, direct or indirect, in the Recurrent Related Party Transactions as stated in item 1, Section 2.4 of this Circular.

However, Tan Sri Dato' Dr Ir Gan, Encik Mohamad Hassan, Mr Gan and BMSB being Directors and Major Shareholders of SDBH, which in turn is the holding company of SDBD and SDBR, are interested in such Recurrent Related Party Transactions between SDBD and SDBR with BESB.

Accordingly, Tan Sri Dato' Dr Ir Gan, Encik Mohamad Hassan, Mr Gan and BMSB have undertaken that they will abstain from voting at the forthcoming Forty-Fifth AGM of Sime Darby Property on the ordinary resolution pertaining to the Proposed Shareholders' Mandate in respect of their direct or indirect shareholdings in Sime Darby Property, if any.

They have also undertaken to ensure that Persons Connected with them will abstain from voting at the forthcoming Forty-Fifth AGM of Sime Darby Property on the ordinary resolution pertaining to the Proposed Shareholders' Mandate in respect of their direct and indirect shareholdings in Sime Darby Property, if any.

(ii) Recurrent Related Party Transactions between Sime Darby Property Group with Directors and Major Shareholders of Sime Darby Property Group and Persons Connected to Them (as defined in item 2, Section 2.4 of this Circular)

None of the Major Shareholders of the Company and/or Persons Connected to them, has any interest, direct or indirect, in Recurrent Related Party Transactions as stated in item 2, Section 2.4 of this Circular.

However, all the Directors of the Company are interested in such Recurrent Related Party Transactions, as the transacting Related Parties cannot be ascertained as at the date of this Circular.

Accordingly, all the Directors of the Company have and will continue to abstain from all Board deliberations and voting in relation to the said Recurrent Related Party Transactions. All the Directors of the Company will also abstain from voting at the forthcoming Forty-Fifth AGM of Sime Darby Property on the ordinary resolution pertaining to the Proposed Shareholders' Mandate in respect of their direct or indirect shareholdings in Sime Darby Property.

They have also undertaken to ensure that Persons Connected with them will abstain from voting at the forthcoming Forty-Fifth AGM of Sime Darby Property on the ordinary resolution pertaining to the Proposed Shareholders' Mandate in respect of their direct and indirect shareholdings in Sime Darby Property, if any.

As at the LPD, the direct and indirect shareholdings of the interested Directors in the Company are as follows:

	Direct Interest		Indirect Interest	
	No. of Shares	% of Shares	No. of Shares	% of Shares
Interested Directors				
Tan Sri Dr. Zeti Akhtar Aziz	-	-	-	-
Dato' Sri Amrin Awaluddin	-	-	-	-
Datuk Tong Poh Keow	32,000	*	-	-
Dato' Jaganath Derek Steven Sabapathy	-	-	-	-
Tengku Datuk Seri Ahmad Shah Alhaj ibni Almarhum Sultan Salahuddin Abdul Aziz Shah Alhaj	-	-	-	-
Dato' Johan Ariffin	-	-	880 ⁽¹⁾	*
Datuk Dr. Mohd Daud Bakar	-	-	-	-
Dato' Seri Ahmad Johan Mohammad Raslan	-	-	-	-
Datin Norazah Mohamed Razali	-	-	-	-
Encik Rizal Rickman Ramli	-	-	-	-

Notes:

* *Negligible*

⁽¹⁾ *Deemed interested by virtue of the shares in Sime Darby Property held by his spouse pursuant to Section 8 of the Act.*

3. DETAILS OF THE PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY

3.1 Details

The existing Constitution of Sime Darby Property was adopted on 1 November 2017 prior to its listing on 30 November 2017.

The proposed new Constitution of Sime Darby Property leverages on the usage of information technology, provides clarity to the despatch of notices of general meetings.

The Board had, at its meeting held on 19 July 2018, approved the Proposed Adoption, which comprised, amongst others, the following:

- 1) to adopt a wider object clause to widen the capacity of the Company which is in line with Section 21 of the Act;
- 2) to adopt the new concepts of “Electronic Address”, “Electronic Communication” and “Electronic Form” to modernise the means of communications with the aids of information technology and to enhance the administrative efficiency of the Company; and
- 3) to provide further clarification in the event the meeting of Members to be convened at more than one (1) venue.

3.2 Rationale

Pursuant to the letter issued by Bursa Securities dated 29 November 2017 in relation to the amendments to the Listing Requirements, all listed issuers are required to implement the amendments made to the prescribed contents of constitution under Chapter 7 of the Listing Requirements by 31 December 2019.

The Proposed Adoption is primarily for the purposes of streamlining the Company’s existing Constitution to be aligned with the recent amendments to the Listing Requirements and the prevailing statutory and regulatory requirements applicable to the Company.

The Board proposes that the Company revoke its existing Constitution in its entirety with immediate effect and in place thereof, adopt the proposed new Constitution of the Company as set out in Appendix II of this Circular.

3.3 Effects of the Proposed Adoption of the New Constitution of the Company

The Proposed Adoption will not have any effect on the share capital, substantial shareholders’ shareholdings, net assets per share, gearing, or earnings per share of Sime Darby Property for the financial year ending 31 December 2018.

3.4 Interest of our Directors, Major Shareholders and or Persons Connect with Them

None of the Directors or Major Shareholders of Sime Darby Property and/or Persons Connected with them has any interest, direct or indirect, in the Proposed Adoption.

4. APPROVAL REQUIRED

The Proposals are subject to approval being obtained from you at the forthcoming AGM.

5. DIRECTORS' RECOMMENDATION

5.1 Proposed Shareholders' Mandate

Our Board (save for the interested Directors), having considered all aspects of the Proposed Shareholders' Mandate, is of the opinion that the Recurrent Related Party Transactions as stated in item 1, Section 2.4 of this Circular are in the best interest of the Company and its shareholders and not to the detriment of the minority shareholders of the Company.

However, as all the Directors of the Company are interested in the Recurrent Related Party Transactions as stated in item 2, Section 2.4 of this Circular, our Board has abstained from forming an opinion regarding such Recurrent Related Party Transactions as stated therein.

As all the Directors of the Company are interested in the Recurrent Related Party Transactions as stated in item 2, Section 2.4 of this Circular, our Board has also abstained from making any recommendation as to the voting on the ordinary resolution pertaining to the Proposed Shareholders' Mandate at the forthcoming Forty-Fifth AGM of Sime Darby Property.

5.2 Proposed Adoption of the New Constitution of the Company

Our Board, having considered all aspects of the Proposed Adoption, is of the opinion that the Proposed Adoption is in the best interest of our Company.

Our Board hereby recommends you to vote in favour of the special resolution pertaining to the Proposed Adoption under the agenda of Special Business as set out in the notice of the AGM to be tabled at the forthcoming AGM.

6. AGM

The Forty-Fifth AGM of our Company, the Notice of which is enclosed in the abridged version of the 2018 Annual Report, will be held at Grand Ballroom, First Floor, Sime Darby Convention Centre, 1A Jalan Bukit Kiara 1, 60000 Kuala Lumpur on Wednesday, 31 October 2018 at 10.00 a.m. or any adjournment thereof for the purpose of considering and if thought fit, passing, *inter alia*, the ordinary resolution on the Proposed Shareholders' Mandate and special resolution on the Proposed Adoption, as Special Business.

If you are unable to attend and vote in person at the Forty-Fifth AGM, you are requested to complete, sign and return the original Form of Proxy, which is enclosed in the abridged version of the 2018 Annual Report, in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the office of the Share Registrar of the Company 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 not less than twenty-four (24) hours before the time appointed for the taking of poll or no later than 30 October 2018 at 12.00 noon. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

7. FURTHER INFORMATION

You are requested to refer to the attached Appendices for further information.

Yours faithfully
For and on behalf of the Board of
SIME DARBY PROPERTY BERHAD

TAN SRI DR. ZETI AKHTAR AZIZ
Non-Independent Non-Executive Chairman

ADDITIONAL INFORMATION

1. RESPONSIBILITY STATEMENT

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

2. MATERIAL CONTRACTS

Save as disclosed below, there are no material contracts (not being contracts entered into in the ordinary course of business) entered into by Sime Darby Property and its subsidiaries within the two (2) years immediately preceding the LPD of this Circular:

(i) Land Option Agreements

Sime Darby Property had, on 25 August 2017, entered into 9 separate call option agreements (“Land Option Agreements”) with Sime Darby Plantation Berhad (“SD Plantation”) pursuant to which Sime Darby Property was granted call options by SD Plantation to purchase the legal and beneficial ownership of and titles to the following 9 parcels of land at any time during the period commencing from the date of the listing of and quotation for the entire issued share capital of Sime Darby Property on the Main Market of Bursa Securities (“Listing Date”) and ending on the date falling 5 years from the Listing Date with an option to extend for another 3 years (to be mutually agreed by Sime Darby Property and SD Plantation) at a purchase price to be determined based on valuations to be conducted by an agreed independent valuer, subject to the terms and conditions of the respective agreements, which include the prior approval of the shareholders of the parties, if required by applicable law or rule of a stock exchange:

- (a) 1,862 acres of land located within Kulai A estate in Johor;
 - (b) 3,186 acres of land located within Kulai B estate in Johor;
 - (c) 2,000 acres of land located within Sepang estate in Selangor;
 - (d) 993 acres of land located within Sungai Kapar Estate in Selangor;
 - (e) 2,000 acres of land located within West Estate, Carey Island, Jugra Kuala Langat in Selangor;
 - (f) 485 acres of land located within Lothian (Sepang) estate in Selangor;
 - (g) 864 acres of land located within Byram estate in Pulau Pinang;
 - (h) 268 acres of land located within Ainsdale West estate in Negeri Sembilan; and
 - (i) 148 acres of land located within Bukit Selarong estate in Kedah,
- (collectively, the “Option Lands”).

The agreed independent valuer shall value the Option Lands based on agricultural status with development potential using the methodology as it may determine. The options are granted for a nominal consideration of RM10 each.

The parties further agreed that, following the acquisition of the Option Lands, if Sime Darby Property intends to lease, rent or grant licenses over any part of the Option Lands for the purposes of oil palm planting and/or harvesting (and/or agricultural venture), Sime Darby Property agreed to first offer the same to SD Plantation. If SD Plantation exercises its right to obtain a tenancy over such lands, the parties are bound to enter into a tenancy agreement in the form of the template tenancy agreement attached to the respective Land Option Agreements.

(ii) **MVV Option Agreements**

Sime Darby Property had, on 25 August 2017, entered into 29 separate call option agreements (“MVV Option Agreements”) with Kumpulan Sime Darby Berhad (“KSDB”) (12 of the MVV Option Agreements were amended pursuant to separate letters all dated 9 November 2017) where Sime Darby Property was granted call options to purchase the legal and beneficial ownership of and title to 29 parcels of land (being 1 parcel under each call option agreement) or any part thereof, totaling about 8,796 acres, all of which are located within the Mukim of Labu, Negeri Sembilan (“MVV Option Lands”) at any time during the period commencing from the Listing Date and ending on the date falling 5 years from the Listing Date with an option to extend for another 3 years (to be mutually agreed by Sime Darby Property and KSDB) at a purchase price to be determined based on valuations to be conducted by an agreed independent valuer, subject to the terms and conditions of the MVV Option Agreements, which include the prior approval of shareholders of the party(ies), if required by applicable law or rule of a stock exchange. The agreed independent valuer shall value the MVV Option Lands based on market value, using the methodology as it may determine. The option is granted for a nominal consideration of RM10.

(iii) **Disposal of Sime Darby Property’s entire 40% equity interest in Seriemas Development Sdn Bhd to PNB Development Sdn Berhad (“PNBD”)**

Sime Darby Property had, on 31 July 2017, entered into a share sale agreement with PNBD (a subsidiary of Permodalan Nasional Berhad) for the sale of its entire 40% equity interest in Seriemas Development Sdn Bhd to PNBD for a cash consideration of RM625 million (“SSA”). The SSA was completed on 29 September 2017.

(iv) **Loan restructuring agreement**

Sime Darby London Limited (“SD London”), Robt. Bradford & Company Ltd (“Robt. Bradford”) and Robt. Bradford Hobbs Savill Ltd (“Robt. Bradford Hobbs Savill”), subsidiaries of Sime Darby Property had, on 25 August 2017, entered into a loan restructuring agreement with Sime Darby Berhad (“SDB”) and 2 of SDB’s subsidiaries, KSDB and Sime Darby Far East (1991) Ltd (“SDFE”), pursuant to which, with effect from 25 August 2017:

- (a) Robt. Bradford was released and discharged from all liabilities, obligations, claims, demands and actions arising in connection with the GBP13,540,324.30 loan repayable by Robt. Bradford to SDFE;
- (b) Robt. Bradford Hobbs Savill was released and discharged from all liabilities, obligations, claims, demands and actions arising in connection with the GBP15,116,583.94 loan repayable by Robt. Bradford Hobbs Savill to SDFE;
- (c) SDFE was released from its guarantee dated 20 October 1982 made in favour of SD London, to guarantee the due repayment by Robt. Bradford and Robt. Bradford Hobbs Savill and certain other companies listed in schedule 1 to a funding and indemnity agreement dated 15 June 1982 (made between SD London, KSDB, Robt. Bradford and Robt. Bradford Hobbs Savill and certain other companies listed in Schedule 1 thereto, Guy Butler (Holdings) Limited and Mills & Allen International plc) (“F&I Agreement”) of all payments and advances made by SD London to these companies on or after 30 June 1982; and

- (d) SD London undertakes to KSDB and SDB to make all payments and advance all amounts which they are required, under the F&I Agreement, to pay or make after 25 August 2017 and agreed to indemnify KSDB and SDB from all liabilities and losses which may be incurred by KSDB and/or SDB as a result of a breach of the SD London's undertaking.

Under the F&I Agreement, SD London together with KSDB/SDB would pay Robt. Bradford and its subsidiaries ("RB Group") any such amount that the RB Group required to settle any claim from their customer or in discharging their liability.

With the loan restructuring agreement, SD London will be solely responsible to make all such payments and advances to the RB Group. The liability would only arise if there is any insurance claim received by Robt. Bradford or any of its subsidiaries in relation to their previous business undertaking.

In addition, SD London would be assuming any claims that are payable by RB Group pursuant to claims they are liable for when the companies were still active prior to ceasing operations in the late 1980s. No contingent liabilities for such claims have been recorded in the accounts of the RB Group on the basis that the companies have ceased trading in the late 1980s and no creditor claims have been made since 2005.

(v) **Donation Agreement**

Sime Darby Property had, on 25 August 2017, entered into a donation agreement ("Donation Agreement") with Yayasan Sime Darby ("Foundation") where Sime Darby Property endeavours to make an annual cash donation of RM20,000,000 to the Foundation for a term of 5 years with effect from the Listing Date (unless extended by mutual agreement of the parties) in accordance with the terms and conditions therein contained. The Foundation is a company limited by guarantee incorporated under the Companies Act 1965.

All the donations received and all amounts earned by investing such donations, if any, will be used by the Foundation to support and promote activities carried out by the Foundation in the areas of community and health, education, youth and sports, environment, and arts and culture ("Five Pillars") to further the charitable intent established by the governing council of the Foundation ("Agreed Purpose").

With effect from the Listing Date, Sime Darby Property shall apply to be a group (corporate) member of the Foundation and shall thereafter be entitled to nominate and appoint one representative to attend all general meetings of the Foundation and to nominate one representative as a director to sit on the governing council of the Foundation, which will enable it to monitor and ensure that the monies donated are utilised by the Foundation for the Agreed Purpose. The other (corporate) members of the Foundation are SDB and SD Plantation.

The annual cash donation of RM20 million is to be paid by Sime Darby Property to the Foundation in 2 tranches of RM10 million each, i.e. on or before 7 January and 7 July, such that no accruals will be carried forward to the following period. If Sime Darby Property fails to make the annual cash donation of RM20 million to the Foundation, the governing council of the Foundation will convene a meeting to deliberate and decide on the actions to be taken, including any modification to the amount or timing of the donation, suspension of the donation by Sime Darby Property or termination of the Donation Agreement. The decision of the governing council of the Foundation will be final and binding.

(vi) **Trademark and Brand Licence Agreement**

Sime Darby Property had, on 1 November 2017, entered into the Trademark and Brand Licence Agreement ("Trademark and Brand Licence Agreement") with Sime Darby Malaysia Berhad ("SD Malaysia"), pursuant to which SD Malaysia granted to Sime Darby Property a non-exclusive, non-assignable and non-transferable licence to use:

- (a) the “SIME DARBY” mark, Sime Darby Shield Device Logo, Shield Device Logo, Sime Darby in Chinese Characters, “DEVELOPING SUSTAINABLE FUTURES” tagline and “DELIVERING SUSTAINABLE FUTURES” tagline worldwide; and
 - (b) the “DARBY PARK” mark only in those countries it is currently registered,
- (collectively, “Trademarks”), solely in the course of or in connection with the business of Sime Darby Property.

Sime Darby Property may grant a sub-licence to its affiliates, subject to the terms and conditions of the Trademark and Brand Licence Agreement.

The Trademark and Brand Licence Agreement is effective as of the Listing Date and shall, unless terminated earlier, continue for a period of 5 years thereafter (“Term”). Upon the expiry of the Term, Sime Darby Property has the option to renew the term of the Trademark and Brand Licence Agreement for a further period as the parties may agree upon giving notice of no later than 6 months prior to the end of the Term, subject to SD Malaysia’s approval and provided that Sime Darby Property is not in breach of any of the provisions of the Trademark and Brand Licence Agreement.

In consideration of the rights and licence granted by SD Malaysia under the Trademark and Brand Licence Agreement, Sime Darby Property shall pay to SD Malaysia an annual non-refundable licence fee of RM2,000,000.00 (“Annual Fee”). The Annual Fee may on the determination of SD Malaysia be reviewed from time to time, whereupon the parties agree to negotiate in good faith the quantum thereof to a mutually agreeable sum.

SD Malaysia may terminate the Trademark and Brand Licence Agreement in the following circumstances:

- (a) material breach of any provision of the Trademark and Brand Licence Agreement by Sime Darby Property and failure on the part of Sime Darby Property or any of its affiliates or sub-licensees to fully cure such breach within 30 days after provision of notice by SD Malaysia of such breach;
- (b) voluntary or compulsory liquidation of Sime Darby Property or the appointment of a receiver of its assets; or
- (c) where there is a change of control of Sime Darby Property from the Listing Date. Such “control” is presumed to exist upon:
 - possession of beneficial ownership or power to directly more than 50% of the voting rights of Sime Darby Property; or
 - power to control the composition of its board.

The parties are entitled to terminate the Trademark and Brand Licence Agreement without cause by serving a 6 months’ notice in writing to the other party only after the expiry of the third anniversary of the Listing Date. In the case of a voluntary or compulsory liquidation of Sime Darby Property and change in controlling interest of Sime Darby Property vested as at the Listing Date, SD Malaysia has the right to terminate the Trademark and Brand Licence Agreement immediately.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

Save as disclosed below, neither the Company nor its subsidiary companies are engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, and the Board of Sime Darby Property is not aware of any proceedings, pending or threatened against the Group or of any facts likely to give rise to any proceedings which may materially affect the financial position or business of Sime Darby Property Group:

- (i) Compulsory Land Acquisition by Lembaga Lebuhraya Malaysia/ West Coast Expressway of the lands owned by Sime Darby Property (Klang) Sdn Bhd ("SD Property (Klang)")

On 26 June 2015, SD Property (Klang) was awarded an aggregate compensation of RM169,296,852.60 ("First Compensation Award") by the land administrator ("Land Administrator") in respect of the acquisition by Lembaga Lebuhraya Malaysia/ West Coast Expressway (collectively "Acquiring Authority") of the lands owned by SD Property (Klang) held under Geran 46056 Lot 5646, Geran 46057 Lot 5648, Geran 24130 Lot 24 (23241), Geran 24132 Lot 25 (23242), Geran 47244 Lot 37 (50418), Geran 33603 Lot 38 (50416) and Geran 278974 Lot 23235, all situated in Mukim Kapar, District of Klang, Selangor (collectively "Lands") for the construction of the West Coast Expressway project. The First Compensation Award was made up of the aggregate market value of the Lands of RM90,738,180 and the aggregate severance or injurious affection of the Lands of RM78,558,672.60 ("Severance or Injurious Affection Award").

The Acquiring Authority and SD Property (Klang), respectively lodged their objections to the Severance or Injurious Affection Award to the High Court of Malaya ("High Court"). In respect of the SD Property (Klang)'s objection, the High Court held, on 22 March 2017, among other things, that the reasonable and proper value of the award for severance or injurious affection of the Lands to be given to SD Property (Klang) was RM72,926,705.88 as opposed to the Severance or Injurious Affection Award of RM78,558,672.60 ("High Court Decision").

In respect of the Acquiring Authority's objection, the Acquiring Authority filed a notice of appeal on 20 April 2017 against the High Court Decision. On 15 August 2017, the Court of Appeal remitted the Acquiring Authority's appeal to the High Court to be heard before a different High Court Judge where on 26 January 2018, the new High Court Judge dismissed the Acquiring Authority's objection and held that the Court was not in a position to re-hear the Acquiring Authority's objection as the earlier High Court Decision was final ("New High Court Decision"). On or about 14 February 2018, the Acquiring Authority filed an appeal to the Court of Appeal against the New High Court Decision. SD Property (Klang) has been named as the 2nd Respondent in the appeal, which is fixed for hearing on 22 October 2018.

The solicitors of SD Property (Klang) are of the view that there is a fair chance of SD Property (Klang) succeeding based on the established legal arguments. However, as the appeal also concerns novel issues of law, the solicitors of SD Property (Klang) are unable to predict with any amount of certainty, the exact chances of success and/or how the Court of Appeal will decide. There may be further reductions ordered in the award for Severance and Injurious Affection, in the event SD Property (Klang) is not successful at the Court of Appeal but it is uncertain at this juncture how much reduction could be ordered by the Court of Appeal.

- (ii) Compulsory Land Acquisition by Lembaga Lebuhraya Malaysia/ West Coast Expressway of the lands owned by SD Property (Klang)

On 7 March 2016, SD Property (Klang) was awarded an aggregate compensation of RM47,519,953.80 ("Second Compensation Award") by the Land Administrator in respect of the acquisition by the Lembaga Lebuhraya Malaysia/ West Coast Expressway (collectively, "Acquiring Authority") of the land owned by SD Property (Klang) held under Geran 46057 Lot 5647 situated in Mukim Kapar, District of Klang, Selangor ("Land") for the construction of the West Coast Expressway project. The Second Compensation Award was made up of the market value of the Land of RM20,811,043 and the severance or injurious affection of the Land of RM26,708,910.80 ("Severance or Injurious Affection Award").

SD Property (Klang) and the Acquiring Authority lodged their objections to the High Court against the Severance or Injurious Affection Award and the Second Compensation Award respectively. On 8 February 2018, the High Court held that given there was no severance on the Land as the damage to the Land was minimal, the Injurious Affection suffered was only nominal as SD Property (Klang) had only suffered a loss of frontage to the main road. The High Court therefore reduced the Severance or Injurious Affection Award from RM26,708,910.80 to RM1,683,447.13 (“High Court Decision”).

After having reviewed the written grounds of the High Court Decision, the solicitors of SD Property (Klang) are of the view that there does not appear to be sufficient grounds for SD Property (Klang) to successfully appeal against the High Court Decision, as there does not appear to be any novel point of law to be determined by the Court of Appeal and SD Property (Klang) may be precluded from doing so, as section 49 of the Land Acquisition Act provides that there shall be no appeal against a decision which comprises an award of compensation. In the circumstances, no appeal was filed and as the time limit to file an appeal has long expired, the High Court Decision is final and conclusive in respect of the outcome of the above matter. An amount of RM13,145,475.22, (without taking into account the 25% of the Second Compensation Award which is withheld by the Land Administrator in view of the said objections) which the High Court had found to be the excess of the Severance or Injurious Affection Award would have to be refunded to the Land Administrator by SD Property (Klang), when it is served with the sealed Order of the High Court (“Order”).

As at the LPD of this Circular, the solicitors of SD Property (Klang) have yet to receive the draft Order for approval from the State Legal Advisor’s Chambers of Selangor, who is representing the Land Administrator.

(iii) Claim against Sime Darby Ara Damansara Development Sdn Bhd (“SDAD”)

A civil suit has been commenced by 72 purchasers of Ara Hill (“Plaintiffs”) against SDAD, claiming, among other things, both general and specific damages of RM39.8 million and specific performance arising from SDAD’s alleged breaches of the terms of the sale and purchase agreements and the provisions of various statutes including, the Uniform Building By-Laws 1984 and the Street, Drainage and Building Act 1974.

The Plaintiffs alleged that the breaches by SDAD have, amongst others, caused the delay in delivery of strata titles, which caused the Plaintiffs to suffer loss and damage, including indirect losses (which have not been proven by the Plaintiffs). The dispute was referred to mediation and the parties explored possible settlement proposals. However, the parties did not reach a global settlement. The trial commenced on 16 April 2018 and a joint site inspection was conducted together with the Judge on 17 April 2018. The matter has been fixed for continued trial on 14 November 2018.

The Plaintiffs’ claim is divided into various allegations leveled against SDAD and in respect thereof, the solicitors of SDAD are of the view that SDAD has a good chance in resisting some of the allegations and an even chance on other allegations since these claims and allegations have yet to be proven by the Plaintiffs, it would be speculative, at this juncture, to ascertain SDAD’s potential liability to the Plaintiffs in respect of this civil suit.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office at Level 10, Block G, No. 2, Jalan PJU 1A/7A, Ara Damansara, PJU 1A, 47301 Petaling Jaya, Selangor Darul Ehsan from the date of this Circular up to the date of our forthcoming AGM:

- (i) Constitution of Sime Darby Property;
- (ii) Audited consolidated financial statements of Sime Darby Property for the past 2 financial years ended 30 June 2017 and 30 June 2018;
- (iii) Material Contracts as referred to in Section 2, Appendix I of this Circular; and
- (iv) The relevant cause papers in respect of the material litigation as referred to in Section 3, Appendix I of this Circular.

PROPOSED NEW CONSTITUTION TO BE ADOPTED

**THE COMPANIES ACT, 2016
MALAYSIA**

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

of

**SIME DARBY PROPERTY BERHAD
(Company No. 15631-P)**

Incorporated on the 15th day of September, 1973

THE COMPANIES ACT, 2016
MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

of

SIME DARBY PROPERTY BERHAD

- | | | |
|----|--|-----------------------|
| 1. | The name of the Company is SIME DARBY PROPERTY BERHAD | Name |
| 2. | The Office of the Company shall be situated in Malaysia. | Office |
| 3. | Subject to the provisions of the Act and any other written laws and the Constitution, the Company shall be capable of exercising all the functions of a body corporate and have the full capacity to carry on or undertake any business or activity or do any act or enter into any transaction. | Objects of Company |
| 4. | The Company has the full rights, powers and privileges for the purposes of carrying out the objects as specified under Rule 3 or otherwise permitted by law. | Powers of the Company |
| 5. | The liability of the Members is limited. | Liability of Members |
| 6. | 6.1. Definitions and Interpretation | Definitions |

In this Constitution unless the subject matter or context dictates otherwise, the following words and phrases shall have the meaning assigned to them herein:-

“Act” means the Companies Act, 2016 and any statutory modification, amendment or re-enactment thereof and any and every other legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company;

“Alternate Director” means any person who has been appointed and for the time being holds office as an alternate director of the Company in accordance with the provisions of this Constitution;

“Authorised Nominee” means a person who is authorised to act as nominee as specified under the CD Rules;

“Beneficial Owner” in relation to Deposited Securities, means the ultimate owner of the Deposited Securities who is the person who is entitled to all rights, benefits, powers and privileges and is subject to all liabilities, duties and obligations in respect of, or arising from, the Deposited Securities, and does not include a nominee of any description;

“Board” means the board of Directors of the Company whose number not less than the required quorum acting as a board of directors, and if the Company only has one (1) Director, then that Director;

“CD Rules” shall have the meaning ascribed to it in Section 2 of the Central Depositories Act;

“Central Depositories Act” means the Securities Industry (Central Depositories) Act 1991 and every statutory amendment, modification or re-enactment thereof for the time being in force;

“Central Depository” means Bursa Malaysia Depository Sdn. Bhd. and its successors in title and permitted assigns;

“Company” means Sime Darby Property Berhad;

“Constitution” means this constitution as originally framed or as altered from time to time by Special Resolution;

“Deposited Securities” means Securities standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense;

“Depositor” means a holder of a Securities Account;

“Director” means a person who has been appointed and for the time being holds office as a director of the Company in accordance with the provisions of the Act and this Constitution and, unless the context otherwise provides or requires, includes an Alternate Director;

“Electronic Address” means any electronic mail address or mobile or contact number used for the purpose of sending or receiving documents or information by electronic means;

“Electronic Communication” include, but shall not be limited to, unless the contrary intention appears, references to delivery of documents or information in Electronic Form by electronic means to the Electronic Address or any other address or number of the addressee, as permitted by the law;

“Electronic Form” means document or information sent by Electronic Communication or by any other means whereby a recipient of such document or information would be able to retain a copy;

“Exempt Authorised Nominee” means an authorised nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of subsection 25A(1) of the Central Depositories Act;

“General Meeting Record of Depositors” means the Record of Depositors as at the latest date which is reasonably practicable which shall in any event be not less than three (3) Market Days before a general meeting and issued by the Central Depository to the Company;

“Independent Director” shall have the meaning ascribed to it in the Listing Requirements;

“Jumbo Certificate” shall have the meaning ascribed to it in the Central Depository Act;

“Listed” means admitted to the Official List, and “listing” shall be construed accordingly;

“Listing Requirements” means the Main Market Listing Requirements of Bursa Malaysia Securities Berhad including any amendment or modification to the same that may be made from time to time;

“Market Day” means any day between Mondays to Fridays which is not a market holiday of the stock exchange or a public holiday;

“Member” means any person for the time being registered as the holder of shares in the share capital of the Company in the Register of Members (except Bursa Malaysia Depository Sdn. Bhd. in its capacity as bare trustee) and any Depositor whose name appears on the Record of Depositors and who has a credit balance of shares in the Company in his or her Securities Account who shall be treated as if he were a Member pursuant to Section 35 of the Central Depositories Act;

“Ordinary Resolution” shall have the meaning ascribed to it in Section 291 of the Act;

“Office” means the registered office for the time being of the Company;

“Official List” means a list specifying all Securities which have been admitted for listing on the Stock Exchange and not removed;

“Official Seal” means the official seal of the Company;

“Record of Depositors” means a record provided by the Central Depository to the Company pursuant to an application under chapter 24.0 of the CD Rules;

“Register of Members” means the register of members to be kept pursuant to the Act;

“Rule” means a rule contained in this Constitution;

“Seal” means the common seal of the Company;

“Secretary” means any person or persons appointed to perform the duties of the secretary of the Company and shall include a joint, temporary, assistant or deputy secretary;

“Securities” means securities as defined in Section 2 of the Capital Markets and Services Act 2007 or any modification, amendment or re-enactment thereof for the time being in force;

“Securities Account” means an account established by the Central Depository for a Depositor for the recording of deposits of Securities and for dealing in such Securities by the Depositor as defined in the Central Depositories Act and/or the CD Rules;

“Securities Regulations” means the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 or any modification, amendment or re-enactment thereof for the time being in force;

“Special Resolution” shall have the meaning ascribed to it in Section 292 of the Act;

“Stock Exchange” means Bursa Malaysia Securities Berhad and its successors in title and permitted assigns; and

“Year” means a calendar year commencing from the 1st January to the 31st December inclusive.

- 6.2. Writing shall include printing and lithography and any other mode or modes of representing or reproducing words, letters, figures or marks in a visible form or in any other form or manner, whether in hard copy or in Electronic Form sent by way of an Electronic Communication or otherwise in a form that allows the document and/or information to be easily accessible and reproduced into written, electronic or visible form. Interpretation

- 6.3. Words importing the singular number only shall include the plural number, and vice versa.
- 6.4. Words importing persons shall include corporations.
- 6.5. Words importing the masculine gender include the feminine and neuter gender and vice versa.
- 6.6. References to any legislation or any statutory provision shall include:
 - (a) any amendments or re-enactments thereof for the time being in force; and
 - (b) all rules, regulations, orders, notices or subsidiary legislations made thereunder.
- 6.7. Subject as aforesaid, any words or expressions defined in the Act shall, except where the subject or context forbids, bear the same meanings in this Constitution.
- 6.8. The marginal notes and headings in this Constitution are inserted for convenience and shall not affect the construction of this Constitution unless there be something in the subject or context inconsistent therewith.

SHARES

7. The Company's share capital is divided into ordinary shares. The Company may also allot preference shares or convert any issued shares into preference shares. Share Capital of the Company
8.
 - 8.1. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued, any shares in the Company (whether forming part of the original capital or not) may be issued with or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine, provided that the holders of preference shares shall have the same rights as the holders of ordinary shares as regards receiving notices, reports and audited accounts and attending meetings of Members but shall only have the right to vote in each of the following circumstances:
 - (a) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;
 - (b) on a proposal to reduce the Company's share capital;
 - (c) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (d) on a proposal that affects rights attached to the share;
 - (e) on a proposal to wind up the Company; and
 - (f) during the winding-up of the Company.Preference Shares
 - 8.2. Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

8.3. The repayment of preference capital other than redeemable preference capital, or any other alteration of preference shareholder rights, may only be made pursuant to a Special Resolution of the preference shareholders concerned, provided always that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference shares concerned within two (2) months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting.

9. Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable. Voting rights of shares of different monetary denominations

10. 10.1. Subject to the provisions of the Act, Listing Requirements and this Constitution, the Directors may issue shares in the Company on such terms and conditions and at such time and consideration and with such preferred, deferred, or other special rights, restrictions or exclusions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors may determine PROVIDED HOWEVER that: Authority of Directors to allot shares

(a) shares in the Company shall not be issued to transfer a controlling interest in the Company without the prior approval of shareholders in meeting of Members;

(b) in the case of shares other than ordinary shares, no special rights shall be attached until the same has been expressed in this Constitution.

The exercise of the aforesaid rights shall be without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares.

10.2. Subject to sub-Rule 10.3, the Directors shall not exercise any power to:

(a) allot shares in the Company;

(b) grant rights to subscribe for shares in the Company;

(c) convert any securities into shares in the Company; or

(d) allot shares under an agreement or option or offer,

unless the prior approval by way of Ordinary Resolution has been obtained.

10.3. Subject to the provisions of the Act, Listing Requirements and this Constitution, the requirement in sub-Rule 10.2 shall not apply to:

(a) an allotment of shares or grant of rights pursuant to an offer made to Members in proportion to the Members' shareholdings;

(b) an allotment of shares or grant of rights pursuant to a bonus issue of shares to Members in proportion to the Members' shareholdings;

(c) an allotment of shares to a promoter of the Company that the promoter has agreed to take; or

(d) shares which are to be issued as consideration or part consideration for the acquisition of shares or assets by the Company and the Members have been notified of the intention to issue the shares at least fourteen (14) days before the issue of the shares.

- 10.4. For the purposes of sub-Rule 10.3(d), Members of the Company are deemed to have been notified of the Company's intention to issue shares if:
- (a) a copy of the statement explaining the purpose of the intended issue of shares has been sent to every Member at his last known address according to the Record of Depositors; and
 - (b) the copy of the statement has been advertised in one (1) widely circulated newspaper in Malaysia in the national language and one (1) widely circulated newspaper in Malaysia in the English language.
11. Notwithstanding Rule 10 above, a Director or chief executive officer shall not be issued shares or other convertible Securities unless the Members in meeting of Members have approved of the specific allotment to be made to such Director or chief executive officer. Approval of meeting of Members required for specific allotment to Directors
12. Subject to any direction to the contrary that may be given by the Company in meeting of Members, any shares or other convertible Securities proposed to be issued shall before they are issued be offered to such persons as are at the date of the offer entitled to receive notices from the Company of meeting of Members in proportion as nearly as the circumstances admit, to the amount of the existing shares or Securities to which they are entitled. The offer shall be made by notice specifying the number of shares or convertible Securities offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or convertible Securities offered, the Directors may dispose of those shares or convertible Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or convertible Securities which (by reason of the ratio which the new shares or convertible Securities bear to shares or Securities held by the persons entitled to an offer of new shares or convertible Securities) cannot, in the opinion of the Directors, be conveniently offered under this Constitution. Notwithstanding the above, the Directors shall not be required to offer any new shares or other convertible Securities from time to time to be created to the holders of the existing shares where the said shares or convertible Securities are to be issued as consideration or part consideration for the acquisition of shares, convertible Securities or assets by the Company. Pre-emption rights of Members
13. Subject to the provisions of the Act, the Central Depositories Act and the CD Rules, the Company shall issue, allot Securities and despatch notices of allotment to the allottee and make an application for the quotations of such Securities: Allotment and despatch of notices of allotment
- 13.1. within eight (8) Market Days of the final applications closing date for a public issue; or
 - 13.2. within eight (8) Market Days of the final applications closing date for a rights issue; or
 - 13.3. within eight (8) Market Days of the book closing date for a bonus issue; or
 - 13.4. within eight (8) Market Days of the date of receipt of a notice of the exercise of an option together with the requisite payment for a share scheme for employees; or
 - 13.5. within eight (8) Market Days of the date of receipt of a subscription form together with the requisite payment for conversion or exercise in respect of convertible Securities; or
 - 13.6. such other period as may be prescribed under the Listing Requirements or by the Stock Exchange from time to time.

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| 14. | Subject to the Listing Requirements and notwithstanding the existence of a resolution pursuant to Section 75(1) and Section 76(1) of the Act, the Company shall not issue any shares or convertible Securities if the total number of those shares or convertible Securities when aggregated with the total number of any such shares or convertible Securities issued during the preceding twelve (12) months, exceed ten per cent (10%) of the total number of issued shares of the Company, except where the shares or convertible Securities are issued with the prior approval of the Company in meeting of Members of the precise terms and conditions of the issue. | Approval with precise terms and conditions |
| 15. | The Company (or the Directors on behalf of the Company) may exercise the powers of paying commissions conferred by Section 80 of the Act, provided that the commission paid or agreed to be paid shall not exceed ten per cent (10%) of the price at which the shares in respect of which the commission is paid are issued and shall be disclosed in the manner required by that Section. The Company (or the Directors on behalf of the Company) may on any issue of shares pay such brokerage as may be lawful. | Power of paying commission |
| 16. | Subject to the restrictions and requirements in Section 130 of the Act being observed, where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest or returns on the amount of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in the Act, and may charge the same to capital as part of the cost of construction or provision. | Shares issued for the purposes of raising money for the construction of works or building |
| 17. | Subject to the Central Depositories Act and the CD Rules, where two or more persons are registered as joint holders of any Security, they shall be deemed to hold the same as joint holders with benefit or survivorship subject to the following provisions: | Joint holders of shares |
| 17.1. | the Company shall not be bound to register more than three (3) persons as the holders of any Security except in the case of legal personal representatives of a deceased Member; | |
| 17.2. | the joint holders of a Security shall be liable severally as well as jointly in respect of all calls and other payments which ought to be made in respect of such Security; | |
| 17.3. | on the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such Security but the Directors may require such evidence of death as they may deem fit; | |
| 17.4. | any one of such joint holders may give effectual receipts for any dividends and payment on account of dividend, bonus, return of capital and other moneys payable in respect of such Security. | |
| | Only the person whose name stands first in the Register of Members as one of the joint holders of any Security shall be entitled to delivery of the certificate relating to such security or to receive notices from the Company and any notice given to such person shall be deemed notice to all the joint holders. | |
| 18. | Except as authorised by law, no person shall be recognised by the Company as holding any Securities upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any Securities or (except only as by this Constitution, the CD Rules, the Act, by law otherwise provided or pursuant to any order of court) any interest in any fractional part of a Security or any other right in respect of any Securities, except an absolute right to the entirety thereof in the registered holder. | Trusts not to be recognised |
| 19. | The Company must not cause or authorise its share registrars to cause the allottees to be credited with the additional Securities until after the Company has filed with the Stock Exchange any applications for listing such additional Securities and has been notified by the Stock Exchange that the additional Securities had been authorised for listing. | Crediting Securities after Stock Exchange filing |

20. Unless otherwise provided in the Act, the Company shall not:
- Financial assistance
- 20.1 give any financial assistance, whether directly or indirectly and whether by means of a loan, guarantee or provision of security or otherwise, for the purpose of or in connection with a purchase or subscription made or to be made by any person for:
- (a) any shares in the Company; or
 - (b) any shares in the holding company, if any, of the Company or in any way purchase, deal in or lend money on its own shares; or
- 20.2 give financial assistance, directly or indirectly for the purpose of reducing or discharging the liability, if:
- (a) a person has acquired shares in the Company or its holding company, if any; and
 - (b) the liability has been incurred by any person for the purpose of the acquisition of the shares.
21. The Company must comply with the relevant requirements of the Act and the Listing Requirements if it proposes to give financial assistance or purchase or deal in or lend money on its own shares in any manner which is permitted under the Act and the Listing Requirements.

SHARE CERTIFICATE

22. The Company may issue Jumbo Certificates in respect of shares or Securities in favour of the Central Depository as may be directed by the Securities Commission Malaysia or the Central Depository pending the crediting of shares or Securities into the Securities Account of the person entitled to such shares or Securities or as may be prescribed by Central Depository Act and the CD Rules provided always that every certificate shall be issued under the Seal in such form as the Directors shall from time to time prescribe and shall bear the facsimile signature of at least one Director and a second Director or the Secretary or some other person appointed by the Directors, and shall specify the number and class of shares or securities to which it relates and the issue price of the shares or Securities.
- Jumbo Certificate

LIEN

23. Subject to the Act, the Central Depositories Act and the CD Rules, the Company shall have a first and paramount lien on every share (not being a fully paid share) and the distributions, including dividends from time to time declared on such shares. The Company's lien on shares and the distributions shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member. The lien shall have priority over all debts, obligations, engagements, and liabilities of any such Member to or with any other person notwithstanding that any such debt, obligation, engagement, or liability was incurred or undertaken prior to the date when any debt, obligation, engagement, or liability to the Company in respect of which the Company may claim to exercise the lien conferred by this Rule was incurred.
- Lien on shares and distributions
24. Subject to the Act, the Central Depositories Act and the CD Rules, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of
- Power to enforce lien by sale

intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

25. To give effect to any such sale, the Directors may authorise some person to transfer subject to the Act, the Central Depositories Act and the CD Rules, the shares sold to the purchaser of the shares who shall be registered as the holder of the shares comprised in any such transfer and the Directors shall not be bound to see to the application of the purchase money. The title of the purchaser to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any residue shall be paid to the person entitled to the share at the date of the sale, subject to a similar lien for the sums nor presently payable which exists over the shares before the sale.
- Application of proceeds of sale

CALLS ON SHARES

26. The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares and not by the conditions of allotment of shares made payable at fixed date provided that (except as otherwise fixed by the terms of issue) no call on any share shall exceed one-fourth (1/4) of the issued price of the share or be payable at less than two (2) months from the last call; and each Member shall (subject to his being given at least one (1) months' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares.
- Directors' discretion to make calls
27. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments. A call may be revoked or postponed as the Directors may determine.
- Call deemed made
28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest or compensation on that sum from that day to the time of actual payment at such rate, not exceeding eight per cent (8%) per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest or compensation wholly or in part.
- Compensation for late payment of calls
29. 29.1. Any sum which by the terms of issue of a share, becomes payable upon allotment or at any fixed rate, shall, for all purposes of this Constitution, be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable and in case of non-payment, all the relevant provisions of this Constitution and the Act as to payment of compensation and expenses, forfeiture and otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- Evidence in action for call
- 29.2. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register of Members or is recorded in the Record of Depositors as the holder of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minutes book, and that the notice of such call was duly given to the Member sued in pursuance of this Constitution; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that the meeting at which any call made was duly convened and constituted nor any other matters whatsoever, and the proof of the matters aforesaid shall be conclusive evidence of the debt.
30. The Directors may, on the issue of shares, differentiate between the holders in the amount of calls to be paid and in the times of payment.
- Arrangements for calls on shares

31. The Directors may, if they think fit, receive from any Member all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may (until the same would but for such advance become presently payable) pay a return at such rate, not exceeding (unless the Company in meeting of Members shall otherwise direct) eight per cent (8%) per annum, as may be agreed upon between the Directors and the Member. Capital paid on shares in advance of calls shall not confer a right to participate in profits.
- Payment of calls in advance

TRANSFER OF SHARES

32. Subject to this Constitution, the CD Rules and except as may be required by law, there shall be no restriction on the transfer of fully paid-up Listed Securities in the Company.
- No restriction on transfer of fully paid up Listed Securities
33. The transfers of any Listed Securities or class of Listed Securities in the Company shall be by way of book entry by the Central Depository in accordance with the CD Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Subsection 148(2) of the Act and any exemptions that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Listed Securities.
- Transfer of Securities.
34. The Central Depository may refuse to register any transfer of Deposited Securities if it does not comply with the Central Depositories Act or the CD Rules.
- Refusal to register
35. Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Listed Securities although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the Listed Securities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside. In every such case, the person registered as transferee, his executors, administrators and assignees, subject to compliance with the Act, the Central Depositories Act and the CD Rules, alone shall be entitled to be recognised as the holder of such Listed Securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.
- Company and Directors not liable if transfer of Securities inoperative due to fraud
36. Registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine but so that no part of the Register of Members shall be closed for more than thirty (30) days in the aggregate in any calendar year. Ten (10) Market Days' (or such other minimum period as may be prescribed by the Stock Exchange) notice of intention of such suspension or of any books closing date shall be published in a daily newspaper circulating in Malaysia and notice in writing shall also be given to the Stock Exchange. The said notice shall state the purpose or purposes for the suspension or books closing. In relation to the suspension or books closing, the Company shall give written notice to the Central Depository to issue the appropriate Record of Depositors in accordance with the Central Depositories Act and the CD Rules within such time as is required by the Central Depository to enable the Central Depository to issue the relevant Record of Depositors.
- Suspension of registration of transfers
37. The transfer of Securities other than Listed Securities shall be in accordance with the Act.
- Transfer of Securities other than Listed Securities

TRANSMISSION OF SHARES

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| 38. | In case of the death of a Member or debenture holder, the persons recognised as having any title to his interest in the shares or debentures shall be: | Death of Member |
| | 38.1. where the deceased was a sole holder, the legal personal representatives; and | |
| | 38.2. where the deceased was a joint holder, the survivor, | |
| | but nothing in this Rule shall release the estate of the deceased joint holder from any liability in respect of any share or debenture which had been jointly held by him with other persons. | |
| 39. | A person to whom the right to shares or debentures are transmitted by operation of law may elect: | Right of election by holders of shares or debentures |
| | 39.1. to be registered as a Member or debenture holder in respect of the shares or debentures by written notice to the Company and to the Central Depository; or | |
| | 39.2. to have another person registered as a Member or debenture holder in respect of the shares or debentures and testify such election by executing to that person a transfer of those shares or debentures, as the case may be. | |
| 40. | All limitations, restrictions and provisions of this Constitution, the CD Rules, the Act and the Listing Requirements in relation to the right to transfer and the registration of transfers of shares and debentures shall apply to any notice or transfer of shares or debentures as if the death or bankruptcy of the Member or debenture holder had not occurred and the notice or transfer were signed by that shareholder or debenture holder. | |
| 41. | Any document which is by law sufficient evidence of probate of the will or letters of administration of the estate of a deceased person having been granted to a person shall be accepted by the Company as sufficient evidence of the grant. | Sufficient evidence of grant to a person |
| 42. | Subject to the provisions of this Constitution the CD Rules, the Act and the Listing Requirements, the Company shall register the person as a Member or debenture holder of the Company within sixty (60) days from receiving the notification. | Period for registration |
| 43. | The registration of a transmission of shares or debenture under this Constitution shall entitle the registered holder to the same dividends and other advantages and to the same rights in relation to meetings of the Company or to voting or otherwise. | Effect of transmission |
| 44. | Subject to the Act, the Central Depositories Act and the CD Rules, fees may be charged by the Company or the Central Depository in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or a stop notice or power of attorney or other document relating to or affecting the title to any Listed Securities or otherwise for making an entry in the Register of Members or Record of Depositors affecting the title to any Listed Securities but only to the extent permitted by law. | Fees for registration |
| 45. | Where the Securities of the Company are listed on another stock exchange and the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) Act 1998, as the case may be, under the CD Rules in respect of such Securities, the Company shall, upon request of a Securities holder, permit a transmission of Securities held by such Securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such Securities. | Transmission of Securities from foreign register |

FORFEITURE OF SHARES

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| 46. | If a Member fails to pay any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter whilst any part of such call or instalment remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring payment of the amount unpaid, together with any interest or compensation which may have accrued. | Notice to pay calls |
| 47. | The notice shall name a further day (not being less than fourteen (14) days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares on which the call was made will be liable to be forfeited. | Form of Notice |
| 48. | If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may, at any time thereafter before payment as required by such notice has been made and subject to the Act, the Central Depositories Act and the CD Rules, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. When any share has been forfeited in accordance with this Constitution, notice of the forfeiture shall forthwith be given to the Central Depository and to the person who was the holder of the share, within fourteen (14) days of the forfeiture. | Forfeiture for non-payment |
| 49. | Subject to the Central Depositories Act and the CD Rules, a forfeited share may be sold or otherwise disposed, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before the sale or disposal the forfeiture may be cancelled on such terms as the Directors think fit. | Share forfeited may be sold or disposed |
| 50. | A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares together with interest or compensation at a rate of eight per cent (8%) per annum or such other rate as may be allowed under the law or the Act and determined by the Directors from the date of forfeiture until payment in full of all such money in respect of the shares but the Directors shall be at liberty to waive payment of such interest or compensation wholly or in part. | Liability on forfeiture |
| 51. | A statutory declaration in writing that the declarant is a Director or the Secretary, and that a share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale or disposal thereof shall constitute a good title to the share, and subject to the Central Depositories Act and the CD Rules, the person to whom the share is sold or disposed shall be registered as the holder thereof, and his title to the share shall not be affected by any irregularity or invalidity in the proceedings relative to the forfeiture, sale or disposal of the share. Subject to any lien for sums not presently payable, if any share is forfeited and sold or disposed, any residue of the proceeds of sale or disposal of shares which are forfeited after the satisfaction of the unpaid calls or instalments payable and accrued interest or compensation, shall be paid to the person entitled to the shares immediately before the forfeiture thereof or to his executors, administrators, or assignees or as he directs. | Statutory declaration as conclusive evidence and sale of shares forfeited |
| 52. | The provisions of Rules 46 to 52 shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable to the company at a fixed date, as if the shares had been payable by virtue of a call duly made and notified. | Application of forfeiture provisions |

CONVERSION OF SHARES INTO STOCK

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| 53. | The Company may by Special Resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any number. | Conversion of shares into stocks |
| 54. | The stockholders may transfer the stocks or any part of the stocks in the same manner as the transfer of shares from which the stock arose may, before the conversion, have been transferred or in the closest manner as the circumstances allow. The Directors may fix the minimum amount of stock transferable and may restrict or forbid the transfer of fractions of that minimum. | Holder of stocks may transfer their interests |
| 55. | The stockholders shall, according to the amount of the stock held by the stockholders, have the same rights, privileges and advantages with regards dividends, voting at meetings of the Company and other matters as if the stockholders held the shares from which the stock arose. Notwithstanding, no privilege or advantage except participation in the dividends and profits of the Company and in the assets on winding up shall be conferred by any such part of stock which would not, if existing in shares, have conferred that privilege or advantage. | Participation in dividends and profits |
| 56. | Any reference in the Act and this Constitution applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" or "Member" shall include "stock" and "stockholder" respectively. | Application of this Constitution |

PURCHASE OF OWN SHARES

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| 57. | Subject to the Act, the Listing Requirements, the Central Depository Act, the CD Rule, this Constitution and any rules or guidelines of any other relevant authorities, the Company may, with the sanction of an Ordinary Resolution of the Members in meeting of Members, purchase its own shares. | Company may purchase its own shares |
| 58. | The company shall not purchase its own shares unless: | Conditions for purchasing own shares |
| 58.1. | the Company is solvent at the date of the purchase and will not become insolvent by incurring the debts involved in the obligation to pay for the shares so purchased; | |
| 58.2. | the purchase is made through the stock exchange on which the shares of the Company are quoted and in accordance with the relevant rules of the stock exchange; and | |
| 58.3. | the purchase is made in good faith and in the interests of the Company. | |
| | and any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the Listing Requirements and/or other relevant authority. | |
| 59. | Notwithstanding sub-Rule 58.2, the Company may purchase its own shares otherwise than through a stock exchange if the purchase is: | Purchase of own shares otherwise than through a stock exchange |
| 59.1. | permitted under the relevant rules of the stock exchange; and | |
| 59.2. | made in accordance with such requirements as may be determined by the stock exchange. | |

ALTERATIONS OF CAPITAL

60. Subject to the Listing Requirements, the Company may alter its share capital in any one or more of the following ways by passing a Special Resolution to:
- 60.1. consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- 60.2. convert all or any of its paid-up shares into stock and reconvert that stock into fully-paid shares;
- 60.3. subdivide its shares or any of its shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived; or
- 60.4. reduce its share capital in any manner subject to the requirements and consents required, and with any incident authorised, under the Act and Listing Requirements.
- Alteration of capital by Special Resolution

INCREASE OF CAPITAL

61. The Company in meeting of Members may from time to time by Ordinary Resolution increase its capital by such sum, to be divided into shares as the resolution shall prescribe.
62. The Company may simultaneously with the resolution increasing the capital or at any time thereafter give any lawful directions as to the issue of the new shares. In default of any such direction, or so far as the same shall not extend, the new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
- Increase of share capital
- Directions pursuant to issuance of new shares

MODIFICATION OF RIGHTS

63. Subject to sub-Rule 8.3, if the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied by a written consent representing not less than seventy five per centum (75%) of the total voting rights of the shareholders in that class, or by a Special Resolution passed by shareholders in that class sanctioning the variation.
64. For the purposes of Rule 63:
- 64.1. any amendment of a provision contained in the Constitution for the variation of the rights attached to a class of shares or the rights of a class of Members, or the insertion of any such provision into the Constitution, is itself to be treated as a variation of those rights;
- 64.2. references to the variation of rights attached to a class of shares or the rights of a class of Members include an abrogation of those rights; and
- 64.3. the issue by the Company of any preference shares ranking equally with existing preference shares issued by the Company shall be deemed to be a variation of the rights attached to those existing preference shares unless the issue of preference shares was authorised by the terms of issue of the existing
- Variation of shareholders' rights

preference shares or by this Constitution in force at the time the existing preference shares were issued.

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| 65. | The provisions of the Act and this Constitution relating to meetings of Members shall apply to a meeting of holders of a class of shares convened to sanction a variation of class rights but the quorum shall be: | Quorum for sanctioning variation of class rights |
| 65.1. | for a meeting other than an adjourned meeting, two (2) persons present holding at least one-third (1/3) of the number of issued shares of that class, excluding any shares of that class held as treasury shares; and | |
| 65.2. | for an adjourned meeting, one (1) person present holding shares of such class. | |
| 66. | For the purposes of Rule 65, where a person is represented by a proxy or proxies, he is treated as holding only the shares held in respect of which the proxy or proxies are authorised to exercise voting rights. | Shareholders represented by proxy |
| 67. | At a variation of class rights meeting, any holder of shares of such class or any Member present in person or by proxy, as the case may be, may demand a poll and every such holder shall on a poll have one (1) vote for every share of the class held by him. | Demanding a poll |
| 68. | A variation of class rights shall take effect in accordance with the Act. | |
| 69. | The Company shall have the power to issue further preference capital ranking equally with or in priority to preference shares already issued provided always that the Company shall only issue further preference capital ranking in priority to preference shares already issued with the consent of the existing preference shareholders at a class meeting. | Issuance of preference shares ranking equally or in priority |

MEETINGS OF MEMBERS

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| 70. | The Company shall hold an annual general meeting in every calendar year, which shall be held within six (6) months of the Company's financial year end and not more than fifteen (15) months after the last preceding annual general meeting, at such time and place as may be determined by the Directors, in addition to any other meetings held during that period, to transact the following business: | Annual general meeting |
| 70.1. | the laying of audited financial statements and the reports of the Directors and auditors; | |
| 70.2. | the election of Directors in place of those retiring; | |
| 70.3. | the appointment and the fixing of the fees and benefits of Directors; and | |
| 70.4. | any resolution or other business of which notice is given in accordance with the Act or this Constitution. | |
| 71. | 71.1. A meeting of Members may be convened by: | Convening of meeting of Members |
| (a) | the Board; or | |
| (b) | any Member holding at least ten per centum (10%) of the issued share capital of the Company. | |
| 71.2. | The Directors shall call a meeting of Members once they receive a requisition to do so from Members representing at least ten per centum (10%) of the paid up capital of the Company carrying the right of voting at meetings of Members of the Company. | |

- 71.3. The requisition referred to in sub-Rule 71.2:
- (a) shall be in hard copy or electronic form;
 - (b) shall state the general nature of the business to be dealt with at the meeting;
 - (c) may include the text of a resolution that may properly be moved and is intended to be moved at the meeting; and
 - (d) shall be signed or authenticated by the person making the requisition.
- 71.4. For the purposes of sub-Rule 71.2, the right of voting shall be determined as at 5.00 p.m. on the date the requisition is deposited with the Company.
- 71.5. The Directors shall:
- (a) call for the meeting within fourteen (14) days from the date of the requisition under sub-Rule 71.2 and
 - (b) hold the meeting on a date which is not more than twenty-eight (28) days after the date of the notice to convene the meeting.
- 71.6. If the requests received by the Company identify a resolution intended to be moved at the meeting, the notice shall include the text of the resolution.
- 71.7. If the resolution is to be proposed as a Special Resolution, the Directors shall be considered as not having duly called for the meeting if the notice of the resolution is not given in accordance with section 292 of the Act.
- 71.8. If the Directors are required to call a meeting of Members under sub-Rule 71.2 and do not do so in accordance with sub-Rule 71.5, the Members who requisitioned the meeting or any number of Members representing more than one half (1/2) of the total voting rights of all of the Members who requisitioned, may call for a meeting of Members. The meeting shall be convened by the Members on a date not more than three (3) months after the date on which the Directors received a requisition under sub-Rule 71.2 to call for a meeting of Members.
- 71.9. The meeting convened pursuant to sub-Rule 71.8 shall be convened in the same manner, as nearly as possible, as that in which meetings are requisitioned to be convened by the Directors.
- 71.10. Any reasonable expenses incurred by the Members requisitioning the meeting by reason of the failure of the Directors to call a meeting shall be reimbursed by the Company.
- 71.11. Any sum so reimbursed pursuant to sub-Rule 71.10 shall be retained by the Company out of sums due or to become due from the Company by way of fees or other remuneration in respect of the services of the Directors as who were in default.
72. 72.1. The Company may convene a meeting of Members at more than one (1) venue using any technology or method that enables the Members of the Company to participate and to exercise the Members' right to speak and vote at the meeting. Venue of meeting of Members
- 72.2. The main venue of the meeting shall be in Malaysia and the chairman shall be present at the main venue.

- 72.3. If the Company decides to proceed with the meeting of Members in accordance with sub-Rule 72.1, a Member present at the separate meeting venue is taken to be present at the meeting of Members and entitled to exercise all rights as if he was present at the main venue if a separate meeting venue is linked to the main venue of a meeting of Members by an instantaneous audio-visual communication device facilities which, by itself or in conjunction with other arrangements:
- (a) gives the general body of Members in the separate meeting place a reasonable opportunity to participate in proceedings in the main place;
 - (b) enables the chairman to be aware of proceedings in the other venue; and
 - (c) enables the Members in the separate meeting venue to vote on a poll,
- 72.4. If, before or during the meeting of Members, any technical difficulty occurs whereby one or more of the matters set out in sub-Rule 72.3 is not satisfied, the chairman may, without the consent of the meeting:
- (a) adjourn the meeting of Members until the difficulty is remedied; or
 - (b) continue to hold the meeting of Members in the main venue (and any other place in accordance with sub-Rule 72.3 and transact business, and no Member present in person or by proxy, attorney or representative may object to the meeting of Members being held or continuing.
- 72.5. Under no circumstances will the fact that the audio-visual communication facilities referred to in sub-Rule 72.3 were not operational (whether in whole or in part) either at the start of or during a meeting of Members affect the validity of the meeting of Members or any business conducted at the meeting of Members.
73. 73.1. Subject to the Act, the notices convening a meeting shall be given to all Members at least fourteen (14) days before the meeting or at the least twenty-one (21) days before the meeting where any Special Resolution is to be proposed or where it is an annual general meeting. Notice of meetings
- 73.2. Every notice of meeting shall include the following: Content of notice of meetings
- (a) the place, day, date and time of meeting;
 - (b) the general nature of such business;
 - (c) if the meeting is called to consider any special business, a statement regarding the effect of any proposed resolution in respect of such special business and such other necessary information to enable a Member to make an informed decision;
 - (d) if the meeting is an annual general meeting, a statement specifying the meeting as such;
 - (e) if the meeting is convened to pass a Special Resolution, the intention to propose the resolution as a Special Resolution;
 - (f) a statement with reasonable prominence that a Member entitled to attend and vote is entitled to appoint not more than two persons as his proxy to exercise all or any of the Member's rights to attend, participate, speak and vote at a meeting of Members of the Company;

- (g) a statement with reasonable prominence that a Member who appoints more than one proxy in relation to a meeting must specify the proportion of the Member's shareholding to be represented by each proxy; and
- (h) sufficient information to enable a Member to decide whether to attend the meeting and any other information required by the Listing Requirements.

The notice of meeting of Members may include the text of any proposed resolution and other information as the Directors deem fit.

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| 73.3. | At the same time as Members are notified, such notice shall be advertised in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and shall be sent to each stock exchange upon which the Company is listed and to the Auditors. The Company shall request the Central Depository in accordance with the CD Rules to issue a Record of Depositors to whom notices of meetings of Members shall be given by the Company. | Advertising the notice of meeting in newspaper |
| 73.4. | An annual general meeting may be called by a notice shorter than the period specified in sub-Rule 73.1 if agreed by all the Members entitled to attend and vote at the meeting. | Shorter notice |
| 73.5. | <ul style="list-style-type: none"> (a) A meeting of Members other than an annual general meeting may be called by a notice shorter than the period specified in sub-Rule 73.1 if agreed to by the majority in number of Members entitled to attend and vote at the meeting; and (b) the majority of Members specified in Rule 73.5(a) above hold not less than ninety-five per centum (95%) of the number of shares giving a right to attend and vote at the meeting, excluding treasury shares in the Company. | |
| 73.6. | <p>Where special notice is required of a resolution under the Act, the resolution shall not be effective unless notice of intention to move such resolution is given to the Company at least twenty-eight (28) days before the meeting at which it is to be moved. Where practicable, the Company shall give its Members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting. Where it is not practicable to do so, the Company shall give notice of the resolution to the Members at least fourteen (14) days before the meeting by:</p> <ul style="list-style-type: none"> (a) advertising it in one widely circulated newspaper in Malaysia in the national language and one widely circulated newspaper in Malaysia in the English language; (b) sending it personally or by post to the address as appearing in the Record of Depositors; or (c) sending it in Electronic Form to the Electronic Address provided by the Member to the Company for such purpose as appearing in the Record of Depositors or by publishing on the Company's website or via short messaging service or any other electronic platform(s). If the notice of meeting is published on the Company's website, a notification shall be given in accordance with Rule 73.10. | Special notice |
| 73.7. | Notice of a meeting of Members must be given to every Member, Director and auditor of the Company. For the purposes of this Rule, the reference to a 'Member' includes any person who is entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and the Company has been notified of the person's entitlement in writing. | Person entitled to receive notice |

- 73.8. Notice of a meeting of Members shall be in writing and shall be given to the Members either:
- (a) in hard copy,
 - (b) in Electronic Form, or
 - (c) partly in hard copy and partly in Electronic Form.
- 73.9. Notice of meeting of Members: Manner of the notice to be given
- (a) given in hard copy shall be sent to any Member either personally or by post to the address as appearing in the Record of Depositors; or
 - (b) given in Electronic Form shall be transmitted to the Electronic Address provided by the Member to the Company for such purpose as appearing in the Record of Depositors or by publishing on the Company's website or via short messaging service or any other electronic platform(s).
- 73.10. Where notice of a meeting of Members either under the meeting of Members specified in sub-Rules 73.6 and 73.8 is given by the Company by publishing on the Company's website or any other electronic platform(s), the Company must notify a Member of the publication of the notice on the website and such notification shall be in writing and be given in hard copy or Electronic Form stating:
- (a) that it concerns a meeting of Members;
 - (b) the place, day, date and time of the meeting; and
 - (c) whether the meeting is an annual general meeting.
- The notice shall be made available on the website from the date that notice is given under this Rule until the conclusion of the meeting.
- 73.11. In the case of joint-holders of a share, the notice, whether in hard copy or by Electronic Form, must be given to the joint-holder whose name appears first in the Register. Notice for joint-holders
- 73.12. When a meeting of Members is adjourned for thirty (30) days or more, notice of adjourned meeting shall be given in the same manner as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted at such meeting. Notice of adjourned meeting
- 73.13. The accidental omission to give notice of any meeting to or the non-receipt of the notice by any person shall not invalidate the proceedings at the meeting. Omission to give notice

PROCEEDINGS AT GENERAL MEETINGS

74. Subject always to the provisions of the Act, no business shall be transacted at a meeting of Members except business of which notice has been given in the notice convening the meeting. An annual general meeting shall be held to transact the business in accordance with the Act which include the laying of audited financial statements and the reports of the Directors and the auditors of the Company, the election of Directors in place of those retiring, the appointment and fixing of the remuneration and benefits of Directors, the appointment and fixing of the remuneration of the auditors of the Company. Business at meetings

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| 75. | All business shall be deemed special that is transacted at a meeting of Members and also all business that is transacted at an annual general meeting with the exception of the consideration of the audited financial statements, the reports of the Directors and auditors and any other documents annexed to the audited financial statements, the election of Directors in the place of those retiring by rotation or otherwise, the appointment and fixing of the remuneration of the auditors and the voting of fees and benefits of the Directors. | Special business |
| 76. | No business shall be transacted at any meeting of Members unless a quorum is present at the commencement of the meeting. Two (2) Members present in person and entitled to vote shall be a quorum for all purposes. For the purposes of constituting a quorum, one (1) or more representatives appointed by a corporation shall be counted as one (1) Member or one (1) or more proxies appointed by a person shall be counted as one (1) Member. The Company shall inform the Central Depository of the dates of meetings of Members and shall request the Central Depository in accordance with the CD Rules, to issue the General Meeting Record of Depositors. Subject to the Securities Regulations (where applicable), a Depositor shall not be regarded as a Member entitled to attend any meeting of Members and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors. | Quorum |
| 77. | If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of or by Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following that public holiday) at the same time and place, or such other date, day, time or place as the Directors may by not less than fourteen (14) days' notice appoint, and if at such adjourned meeting a quorum is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present in person or by proxy, not being less than two (2), shall be a quorum. | Proceeding of quorum not present |
| 78. | The chairman (if any) of the Board or in his absence the deputy chairman of the Board shall preside as chairman at every meeting of Members. If there is no such chairman or deputy chairman or if at any meeting the chairman or the deputy chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the meeting shall choose one Director to be chairman, and if no Director is present or if all the Directors present decline to take the chair, the meeting shall choose one Member present to be chairman. However, a proxy shall not be eligible for election as chairman of the meeting. | Chairman of meeting of Members |
| 79. | No business except the election of the chairman or the adjournment of the meeting shall be transacted or discussed at any meeting of Members while the chair is vacant. | No business to be transacted while chair is vacant |
| 80. | The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting by a show of hands or by way of poll) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. | Chairman may adjourn meeting |
| 81. | <p>81.1. If required by the Listing Requirements, any resolution set out in the notice of any meeting of Members, or in any notice of resolution which may properly be moved and is intended to be moved at any meeting of Members shall be voted on by poll unless such requirement is waived by the Stock Exchange.</p> <p>81.2. A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was taken, but a poll demanded on the election of chairman or on a question of adjournment shall be taken immediately.</p> | Resolutions in notice of meeting of Members to be voted on by poll |

- 81.3. The Company shall appoint at least one (1) scrutineer for the purposes of a poll in accordance with the laws, and may, in addition to the power of adjourning meetings contained in Rule 80 hereof adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.
- 81.4. The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices as the chairman may direct. Such votes shall be counted by the poll administrator, and verified by the scrutineer(s), as may be appointed by the Company for the purpose of determining the outcome of the resolution(s) to be decided on poll.
- 81.5. A declaration by the chairman of the meeting whether a resolution has, on a poll, been carried or lost, based on the poll results obtained, shall be conclusive evidence of that fact.
82. 82.1. Subject to any express requirement of the Listing Requirements and Rule 81, where a requirement to determine a resolution put to vote at the meetings of Members by poll is waived by the Stock Exchange, a resolution put to the vote at any meeting of Members shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chairman; or
- (b) by at least three (3) Members present in person or by proxy and entitled to vote; or
- (c) by any Member or Members present in person or by proxy or attorney and representing not less than one-tenth (1/10) of the total voting rights of all the Members having the right to vote at the meeting; or
- (d) by a Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting and being shares on which an aggregate sum has been paid up equal to not less than one-tenth (1/10) of the total sum paid up on all the shares conferring that right.
- 82.2. Unless mandatory polling is required under the laws or a poll is so demanded in accordance with Rule 82.1, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
83. Subject to Rules 81 and 82, a poll demanded on the election of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs.
84. Subject to Rules 81 and 82, the demand for a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question for which a poll has been demanded and it may be withdrawn at any time before the poll is taken. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

VOTES OF MEMBERS

85. 85.1. A Member who is entitled to attend and vote at a meeting of Members shall have:
- (a) on a vote on a resolution on a show of hands, one (1) vote; and

- (b) on a vote on a resolution on a poll, one (1) vote in respect of each share held by him.
- 85.2. On a poll taken at a meeting of Members, a Member entitled to more than one (1) vote need not use all his votes or cast all the votes he uses on a poll in the same way.
- 85.3. Notwithstanding sub-Rule 85.1, no Member shall be entitled to vote at a meeting of Members unless all calls or other sums presently payable by the Member in respect of his shares has been paid.
- 85.4. A Member entitled to attend and vote at a meeting of the Company, or at a meeting of any class of Members of the company, shall be entitled to appoint any person as his proxy to exercise all or any of his rights to attend, participate, speak and vote instead of the Member at a meeting of Members. There shall be no restriction as to the qualification of the proxy. A Member who appoints more than one (1) proxy in relation to a meeting of Members must specify the proportion of his shareholding represented by each proxy. A proxy appointed to attend and vote at a meeting of a company shall have the same rights as the Member to speak at the meeting. Appointment of proxy
- 85.5. Subject to sub-Rules 85.6 and 85.7, a Member shall not be entitled to appoint more than two (2) proxies to attend and vote at a meeting of the Company instead of him. Number of proxy allowed
- 85.6. Subject to sub-Rule 85.7, where a Member is an Authorised Nominee, he may appoint not more than two (2) proxies in respect of each Securities Account he holds with ordinary shares of the Company standing to the credit of the said Securities Account to attend and vote at a meeting of the Company instead of him.
- 85.7. Where a Member of the company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple Beneficial Owners in one (1) Securities Account ("omnibus account"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds PROVIDED THAT each Beneficial Owner of ordinary shares, or where the ordinary shares are held on behalf of joint Beneficial Owners, such joint Beneficial Owners, shall only be entitled to instruct the Exempt Authorised Nominee to appoint not more than two (2) proxies to attend and vote at a meeting of Members instead of the Beneficial Owner or joint Beneficial Owners. An Exempt Authorised Nominee refers to an authorised nominee defined under Central Depositories Act which is exempted from compliance with the provisions of Subsection 25A(1) of Central Depositories Act.
- 85.8. The appointment of a proxy to vote on a matter at a meeting of Members authorises the proxy to demand, or join in demanding, a poll on that matter. Proxy may demand a poll
- 85.9. The instrument appointing a proxy shall be in writing under the hand of the Member or his attorney duly authorised in writing or, if the Member is a corporation, shall be executed under its seal or under the hand of two (2) authorised officers, one of who shall be a Director, or of its attorney duly authorised. The Directors may require evidence of the authority of any such attorney or officer. The instrument appointing a proxy, subject always to the applicable laws, shall be in the form as determined by the Directors from time to time. Unless the contrary is stated thereon an instrument appointing a proxy, whether in the usual common form or not, shall be valid for any adjournment of the meeting as for the meeting to which it relates. Instrument appointing proxy to be in writing

- 85.10. The Company shall be entitled:
- (a) to reject any appointment of proxy if the Member is not shown to have any shares entered against his name in the Register of Members and/or subject to the Record of Depositors made available to the Company;
- (b) to accept as the maximum number of votes which in aggregate the proxy appointed by the Member is able to cast on a poll the aggregate number of shares which is entered:
- (i) against the name of that Member in the Register of Members and/or subject to the Record of Depositors made available to the Company; or
- (ii) in the case of a Member who is a Depositor and an Authorised Nominee, against the Securities Account number and name of the Beneficial Owner for whom the Authorised Nominee is acting as shown in the Record of Depositors made available to the Company whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Member; and
- (c) where a Member is an Authorised Nominee, to accept the appointment of at least one (1) proxy in respect of each Securities Account it holds to which ordinary shares in the Company are credited. Each appointment of proxy by an Authorised Nominee may be made separately or in one (1) instrument of proxy and shall specify the Securities Account number and the name of the Beneficial Owner for whom the Authorised Nominee is acting and where a Member is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple Beneficial Owners in one (1) omnibus account, to accept without limitation the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
- 85.11. Subject to the applicable laws, termination of a person's authority to act as proxy is upon the Company or the appointed share registrar of the Company receiving a notice of termination at least forty-eight (48) hours before the commencement of a meeting of Members or an adjourned meeting of Members.
- 85.12. A proxy is automatically revoked if the appointing Member attends the meeting of Members and votes in the meeting of Members.
- 85.13. On a resolution to be decided on a show of hands, every Member who holds ordinary shares or preference shares who is personally present in person or by proxy shall have one (1) vote, and on a poll every Member who is present in person or by proxy and entitled to vote shall have one (1) vote on any question at any meeting of Members for every share held by such Member.
- 85.14. Subject to Section 333 of the Act, any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at a particular meeting or at all meetings of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.
- 85.15. If the corporation authorises more than one person as its representative, every one of the representatives is entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if every one of the representatives was an individual Member.

When an appointment of proxy is accepted or rejected

Termination of proxy

Automatic revocation of proxy if Member attends and votes

Voting for resolution to be decided on a show of hands

Corporate representative

- 85.16. A Member shall be entitled to appoint up to two (2) corporate representatives.
- 85.17. If the corporation authorises more than one person and more than one of the representatives purport to exercise the power under sub-Rule 85.15 above:
- (a) if the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or
 - (b) if the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.
- 85.18. The authority given by a corporation to a representative may be for a particular meeting of Members or for all meetings of the Company. In the case of the latter, the person authorised shall be entitled to exercise his powers on behalf of the corporation until his authority is revoked by the corporation.
- 85.19. A certificate of authorisation by the corporation shall be *prima facie* evidence of the appointment or revocation of the appointment, as the case may be.
86. Subject to any express requirement of the Listing Requirements, a Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate and any such committee or other person may vote by proxy or attorney provided that such evidence as the Directors may require of the authority of the person claiming the right to vote shall be deposited at the registered office not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting. Vote of Members of unsound mind
87. Any person entitled under the transmission Rules of this Constitution to transfer any shares may vote at any meeting of Members in respect thereof in the same manner as if he was the registered holder of such shares, provided that forty-eight (48) hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. Vote of person entitles under the transmission Rules
88. A Member shall be entitled to be present and to vote at any meeting of Members in respect of any share or shares upon which all calls due to the Company have been paid and no Member shall be entitled to be present and vote at any meeting of Members unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. Voting allowed if shares have been paid up
89. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive. Objection to qualification of voter to be raised at meeting or adjourned meeting
90. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within Malaysia or in such other manner as is specified for that purpose in the notice convening the meeting not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty-four (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 or in such other period(s) as may be permitted under the laws and stipulated in the form of proxy or in the notice of meetings. Instrument appointing proxy

91. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation (in accordance with sub-Rule 85.11) or transfer shall have been received by the Secretary before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

92. 92.1. The Company shall have at least two (2) and not more than fifteen (15) Directors. Each Director must be a natural person who is at least eighteen (18) years of age. Subject to the Listing Requirements and any vacancy arising, at least two (2) Directors or one third (1/3) of the Board of Directors, whichever is higher, shall be Independent Directors. Number and appointment of Directors
- 92.2. Subject to Rule 92.1, the Company may from time to time by Ordinary Resolution passed at a meeting of Members increase or reduce the number of Directors to be appointed to the Board, but this Rule shall not be construed as authorising the removal of a Director otherwise than in accordance with the Act.
- 92.3. The Directors shall have power at any time to appoint any other person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with sub-Rule 92.1. Any Director so appointed shall hold office only until the conclusion of the next annual general meeting and shall be eligible for re-election at such meeting. A Director retiring under this Rule shall not be taken into account in determining the Directors or the number of Directors to retire by rotation at such meeting.
93. 93.1. A Director may appoint a person to act as his alternate provided that: Alternate Directors
- (a) such person is not a Director;
 - (b) such person does not act as an alternate for more than one Director;
 - (c) the appointment is approved by a majority of his co-Directors; and
 - (d) any fee paid by the Company to the alternate shall be deducted from that Directors' fees and benefits.
- 93.2. An Alternate Director shall (except as regards power to appoint an Alternate Director and fees and benefits) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all general meetings and meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.
- 93.3. Any appointment or removal of an Alternate Director shall be by notice in writing to the Company signed by the Director making or revoking the appointment.
- 93.4. An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director; but if a Director who is required to retire by rotation under this Constitution so retires and is reappointed or deemed to have been reappointed, any appointment of an Alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 93.5. An Alternate Director shall also cease to be an Alternate Director on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director or if his appointor or the majority of the other Directors revokes his appointment by delivering a written notice to such effect to the registered office.

- 93.6. An Alternate Director shall not be taken into account in determining the minimum or maximum number of Directors required under this Constitution or the Act.
94. 94.1. The fees and benefits payable to Directors shall be subject to annual shareholder approval at a meeting of Members and shall not be increased except pursuant to a resolution passed at a meeting of Members, where notice of the proposed increase has been given in the notice convening the meeting. The Directors may also be reimbursed for all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of Directors or meetings of Members or in connection with the business of the Company. Fees and benefits of Directors
- 94.2. Fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover. Salaries payable to executive Directors may not include a commission on or percentage of turnover.
- 94.3. An Alternate Director shall not be entitled to receive any fees, compensation or benefits other than out of the fees and benefits of the Director who appointed him.
95. Subject to Rule 94, any Director who by request of the Board serves on any committee or performs special services for any purposes of the Company may be paid such extra fees and benefits (subject to any other provisions of this Constitution) as the Board may determine. Extra fees and benefits for performing special services
96. A Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any meeting of Members of, and at any separate meeting of, the holders of any class of shares in the Company.
97. 97.1. The office of Director shall be vacated if the person holding that office: Office of a Director deemed vacant
- (a) (not being a Managing Director holding office as such for a fixed term) resigns his office by notice in writing to the Company at the Office;
 - (b) has retired in accordance with the Act or this Constitution but is not re-elected;
 - (c) is removed from office in accordance with the Act or this Constitution;
 - (d) becomes disqualified from being a director under section 198 or 199 of the Act;
 - (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;
 - (f) dies;
 - (g) is absent from more than fifty per cent (50%) of the total Board meetings held during a financial year; or
 - (h) has been convicted in relation to the offences as follows:
 - (i) by a court of law, whether within Malaysia or elsewhere, in connection with the promotion, formation or management of a corporation;
 - (ii) by a court of law, whether within Malaysia or elsewhere, involving fraud or dishonesty or where the conviction involved a finding that he acted fraudulently or dishonestly; or

- (iii) by a court of law, under the securities laws of the corporations laws of the Company's place of incorporation,

within a period of 5 years from the date of conviction or if sentenced to imprisonment, from the date of release from prison, as the case may be.

- 97.2. A Director of the Company shall not resign or vacate his office if by his resignation or vacation from office, the number of Directors of the Company is reduced below two (2). Any purported resignation or vacation of office by a Director in contravention of this Rule shall be deemed to be ineffective unless a person is appointed in his place.
98. 98.1. Subject to the Act and the Listing Requirements, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but the nature and extent of his interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Directors held after he became so interested or, in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.
- 98.2. A general notice in writing, which complies with Section 221(4) and (5) of the Act, given to the Directors by any Director shall be deemed to be sufficient declaration of interest in relation to the subject matter of the notice.
99. Subject to sub-Rule 98.1, and the Listing Requirements, any Director may continue to be or become a director, managing director, manager or other officer or member of any other corporation in which the Company may be interested, and no such Director shall be accountable for any fees or other benefits received by him as a director, managing director, manager or other officer or member of any such other corporation. The Directors may exercise the voting power conferred by the shares in any other corporation held or owned by the Company, or exercisable by them as directors of such other corporation, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, managing directors, managers or other officers of such corporation, or providing for the payment of fees and benefits to the directors, managing directors, managers or other officers of such corporation), and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or be about to be, appointed a director, managing director, manager or other officer of such other corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid, provided always that no Director shall vote (or be counted in the quorum) in respect of a resolution concerning his own appointment in this Company.
100. The Directors shall cause to be kept the register of their holdings of shares and debentures of the Company and of its holding company (if any), and of any subsidiaries of the Company or its holding company, required by Section 59 of the Act, and shall render the same available for inspection during the period and by the persons therein specified, and shall produce the same at every Annual General Meeting as required by the Section.

Contracts or arrangements which Directors are interested

Director becoming a director, managing director, manager or other officer or member of other corporation

MANAGING DIRECTOR

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| 101. | The Board may, from time to time, appoint one or more of its body to the office of managing director (which term shall be deemed to include the Group Chief Executive or other such designation of the Company's Chief Executive Officer or person performing the functions of a managing director, by whatever name called) for such period and on such terms as the Board thinks fit and may revoke any such appointment. | Appointment of Managing Director |
| 102. | The Board may entrust to and confer upon a managing director any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as the Board may think fit, and either collaterally with or to the exclusion of the Board's own powers, and may from time to time revoke, withdraw, alter or vary all or any of those powers. The managing director or a person holding an equivalent position shall be subject to the control of the Board. | Powers of Managing Directors |
| 103. | A managing director shall, subject to the Act and the terms of any agreement entered into in any particular case, receive such fees and benefits, whether by way of salary, commission, or participation in profits, or partly in one way and partly another, as the Board may determine. | Fees and benefits of Managing Director |

POWERS AND DUTIES OF DIRECTORS

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| 104. | The business and affairs of the Company shall be managed by or under the direction of the Directors. The Directors shall have all powers necessary for managing, directing and supervising the management of the business and affairs of the Company and may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in meeting of Members, subject nevertheless to this Constitution, to the provisions of the Act, and to such regulations, being not inconsistent with this Constitution or such provisions, as may be prescribed by Ordinary Resolution of the Company in meeting of Members, but no regulation made by the Company in meeting of Members shall invalidate any prior act of the Directors which would have been valid if the regulation had not been made. The general powers given by this Rule shall not be limited or restricted by any special authority or power given to the Directors by any other Rule. Any sale or disposal by the Directors of a substantial portion of the Company's main undertaking or property shall be subject to ratification by Members in meeting of Members and in accordance with the Act. | Powers and duties of Directors |
| 105. | The Directors may establish any local boards or agencies for managing any of the affairs of the Company in any part of the world, and may appoint any persons to be Members of such local boards, and any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate, and may authorise the Members of any local board, or any of them to fill any vacancies therein, and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit. The Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. | Power to establish local boards or agencies |
| 106. | The Directors may establish and maintain or provide or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds or other pension funds or such other funds as the Board may deem fit and to make or establish such arrangements or schemes for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments or other moneys to or for the benefit of any persons who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such other company, as the Company deems fit, or who are or were at any time Directors or officers of the Company or of any other company as | Power to establish and maintain pensions and funds |

aforesaid and holding or who held any salaried employment or office in the Company or such predecessors or other company and the wives, widows, families and dependants of any such persons, and make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect thereto being disclosed to the Members and to the proposal being approved by the Company by Ordinary Resolution, a Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument. A Director may be counted in the quorum present at a meeting upon the consideration of a motion in respect of any matter referred to in this Rule but may not vote as a Director upon any resolution in respect of any such matter if he is personally interested in such matter.

107. The Directors may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- Power of Directors to appoint attorney of the Company

108. The Directors may make and vary such regulations as they think fit in respect of the keeping of branch registers of Members pursuant to Section 53 of the Act.

109. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities. The Directors shall restrict the borrowings of the Company and exercise all rights exercisable by the Company in relation to its subsidiaries so as to secure (as regards subsidiaries so far as by such exercise they can secure) that, save with the previous sanction of the Company, by Ordinary Resolution, no money shall be borrowed if the aggregate principal amount outstanding (including any premium payable on final repayment) of all money borrowed by the group (which expression means the Company and its subsidiaries for the time being) and for the time being owing to persons outside the group then exceeds or would, as a result of such borrowing, exceed an amount equal to three (3) times the aggregate of:
- Directors' borrowing powers

- (a) the amount paid up on the issued share capital of the Company; and
- (b) the total of the capital and revenue reserves of the Company and its subsidiaries (including any credit balance on the consolidated profit and loss account) but excluding sums set aside for taxation and amounts attributable to outside shareholders in subsidiaries and deducting any debit balance on the consolidated profit and loss account,

all as shown in the then latest audited consolidated balance sheet of the Company and its subsidiaries but adjusted as may be necessary in respect of:

- (a) all subsidiaries which were not dealt with by or which have been acquired since the date of such balance sheet; and
- (b) all variations in the paid-up share capital of the Company since the date of such balance sheet.

For the purposes of the foregoing:

- (i) the amount outstanding in respect of acceptances by the Company or by any subsidiary of the Company or by any bank or acceptance house under any acceptance credit opened on behalf of the Company or any subsidiary of the Company (not being acceptances in relation to the purchase or sale of goods in the ordinary course of business) shall be taken into account as monies borrowed;

- (ii) monies borrowed for the purpose of repaying the whole or any part of any monies previously borrowed and then outstanding (including any premium payable on final repayment thereof) and applied for that purpose within six (6) months of such borrowing shall not, pending such application, be taken into account as monies borrowed;
- (iii) the principal amount (including any premium payable on final repayment) of any debentures issued for a consideration other than cash shall be taken into account as monies borrowed by the Company issuing the same;
- (iv) monies borrowed by a partly owned subsidiary and not owing to another Member of the group shall be taken into account subject to the exclusion of a proportion thereof equal to the minority proportion; monies borrowed from and owing to a partly owned subsidiary by another Member of the group shall be taken into account to the extent of a proportion thereof equal to the minority proportion of the lender, subject to the exclusion of a proportion thereof equal to the minority proportion (if any) of the borrower; in this sub-paragraph (iv), "minority proportion" shall mean the proportion of the issued equity share capital of the partly owned subsidiary which is not attributable to the Company;
- (v) notwithstanding the provisions of sub-paragraph (iv), there shall be deemed to have been borrowed and to be outstanding as borrowed monies of the relevant Member of the group (to the extent that the same would not otherwise fall to be taken into account) the principal amount of any monies borrowed from persons outside the group by a partly owned subsidiary the repayment whereof is guaranteed or wholly or partly secured by any Member of the group.

No debt incurred or security given in respect of monies borrowed or to be taken into account as monies borrowed in excess of the aforesaid limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded, but no lender or other person dealing with the Company shall be concerned to inquire whether such limit is observed.

The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertakings or property or any uncalled capital or issue debentures or other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

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| 110. | All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine. | Signing of cheques etc. |
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ELECTION OF DIRECTORS

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| 111. | An election of Directors shall take place each year. At least one-third (1/3) of the Directors for the time being shall retire from office at each annual general meeting. A Director retiring at a meeting of Members shall retain office until the conclusion of the meeting. | Election of Directors |
| 112. | All Directors shall retire from office once at least in each three (3) years. A retiring Director shall be eligible for re-election. | Retirement of Directors |
| 113. | The Company at the meeting at which a Director retires may appoint any person who is not disqualified under the Act to fill in the vacancy, and if no appointment was made to fill the vacancy and the retiring director seeks re-election, the Director will only be reappointed if a resolution for re-election of that Director is passed. | Person appointed to fill in vacancy or re-election |

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| 114. | No person not being a retiring Director shall be eligible for election to the office of Director at any meeting of Members unless some Member intending to propose him has, at least eleven (11) clear days prior to the date of the meeting, left at the registered office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such Member to propose him for election; provided that in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place. | Notice of intention to appoint Director |
| 115. | Except as otherwise authorised by Section 203 of the Act, the election or appointment of any person proposed as a Director shall be effected by a separate resolution and a single resolution purporting to elect or appoint two (2) or more persons to be Directors shall be ineffective and void. | Separate resolutions for appointment of Directors |
| 116. | Without prejudice to the provisions of Section 206 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another person in his place. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he was appointed was last elected or appointed a Director. | Removal of Directors before expiration of office |

PROCEEDINGS OF DIRECTORS

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| 117. | The Directors may elect a chairman or deputy chairman of their meetings and determine the period for which he/she is to hold office but, if no such chairman or deputy chairman is elected, or if at any meeting the chairman or deputy chairman is not present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be the chairman of the meeting. | Chairman |
| 118. | A Director, or if requested by a Director to do so, a Secretary, may convene a meeting of the Board by giving notice in accordance with Rule 119 below. | Convening of board meetings |
| 119. | A notice of a meeting of the Board shall be sent to every Director who is in Malaysia, and the notice shall include the date, day, time and place of the meeting and the matters to be discussed. Such notices may be given via post, fascimile, telephone, Electronic Form or by any other form of Electronic Communications unless otherwise determine by the Board from time to time. Any Director may waive notice of any meeting either prospectively or retrospectively. The notice of each meeting of the Board shall be deemed to be served on a Director, if delivered by post, on the day on which a properly stamped letter containing the notice is posted, if sent by facsimile, Electronic Form or other form of Electronic Communications, immediately upon delivery. | Notice of Board meeting |
| 120. | Any irregularity in the notice of meeting is waived if all Directors entitled to receive notice of the meeting attend the meeting without objection to the irregularity. | Irregularity of notice of meeting |
| 121. | A meeting of the Board may be held either: | Methods of holding meetings |
| 121.1. | by a number of Directors who constitute a quorum, being assembled together at the place, day, date and time appointed for the meeting; or | |
| 121.2. | by means of radio, telephone, closed circuit television or other electronic means of audio, or audio-visual communications or instantaneous telecommunication device by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting; or | |
| 121.3. | by a combination of both of the methods set out above. | |

122. Subject to any applicable laws, the contemporaneous linking together by an instantaneous telecommunication device, whether or not any Director (or his alternate) is out of Malaysia, shall be deemed to constitute a meeting of the Directors and all provisions of this Constitution relating to such meetings of the Directors shall apply to such meeting so long as the following conditions are met:
- 122.1. notice of meeting, in accordance with Rule 119, has been given to the Directors;
- 122.2. each Director taking part in this meeting by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communications or instantaneous telecommunication device must be able to hear and/or see as the case may be, each of the other Directors taking part throughout the duration of the meeting;
- 122.3. at the commencement of the meeting, each Director acknowledges his presence for the purpose of the meeting to all of the other Directors taking part;
- 122.4. all information or documents pertaining to or circulated during the meeting must be made equally available to all Directors prior to or during the meeting.
123. A Director who intends to leave the meeting shall inform the chairman of the meeting prior to disconnecting his telecommunications device and a Director will be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting unless he has informed the chairman of his departure.
124. Minutes of the proceedings at such meeting of the Directors will be sufficient evidence of such proceedings and of the observance of all necessary formalities if confirmed as correct by all the Directors present at the meeting.
125. A meeting by the Directors conducted by instantaneous telecommunication device is deemed to be held at the place where the largest group of Directors participating is assembled or, if there is no such group, where the chairman of the meeting is physically present.
126. For the purpose of Rules 121, 122, and 125, “instantaneous telecommunication device” means any telecommunication conferencing device with or without visual capability. Instantaneous telecommunication device
127. The quorum necessary for a meeting of the Directors shall be four (4) Directors at the commencement of the meeting provided that if the number of Directors fall below four (4), the quorum shall be all the Directors. Quorum
128. A resolution passed in a meeting of Directors shall not be invalid or invalidated by reason that at the time such resolution was passed, the number of Directors present was below the number necessary to constitute a quorum. Resolution deemed invalid if number of Directors was below the quorum
129. The remaining Directors or a sole remaining Director may continue to act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with this Constitution, the remaining Directors or Director may except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a meeting of Members. Number of Directors below minimum
130. Subject to Rule 132 below, every Director has one vote. Voting
131. Subject to Rule 132 below, in the event of equality of votes, the chairman shall have a casting vote. However, where two (2) Directors form a quorum, the chairman of a meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the question at issue shall not have a casting vote. Chairman to have casting vote

132.	Subject to the provisions under Section 222(2) of the Act, a Director who has an interest in the manner set out in Section 221 of the Act in a contract or proposed contract with the Company:	Interested Director not to participate or vote
132.1.	shall be counted only to make the quorum at the meeting of the Board;	
132.2.	shall not participate in any discussion while the contract or proposed contract is being considered at the meeting; and	
132.3.	shall not vote on the contract or proposed contract, and if so votes, his vote shall not be counted.	
133.	A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on the resolution are in favour of it.	Resolution passed at meeting
134.	A Director present at the meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he expressly dissents from or votes against the resolution at the meeting. The minutes of meeting shall record such dissenting views or votes accordingly.	Presumed to have agreed to
135.	Where a resolution is passed at an adjourned meeting of the Board, the resolution shall, for all purposes, be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.	Resolution passed at adjourned meeting
136.	Subject to Rule 132, a resolution in writing, signed or assented to by the majority of Directors then entitled to receive notice of meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened.	Resolution in writing
137.	A resolution signed or assented to by a Director need not be signed or assented to by the Alternate Director, if any, appointed by him in that capacity and a resolution signed or assented to by an Alternate Director need not be signed or assented to by the Director who appointed him.	
138.	Any such resolution may consist of several documents, including facsimile or other means of communication, in similar form and each document shall be signed or assented to by one or more Directors.	Resolution to be signed and assented
139.	A copy of any such resolution shall be entered in the minute book of Board proceedings.	Minute book of Board proceedings
140.	Except as otherwise provided in this Constitution, the Board may regulate its own proceedings.	Other proceedings
141.	The Board may delegate any of its powers to committees consisting of such member or members of its body as the Board thinks fit. Any committee so formed shall in the exercise of the powers delegated conform to any terms or conditions that may be imposed on it by the Board.	Committees of the Board
142.	A committee may elect a chairman of its meetings and may determine its own proceedings.	Chairman of meeting
143.	Any question arising at any meeting of a committee shall be determined by a majority of the votes of the Members present, and subject to the Listing Requirements, in the case of an equality of votes, the chairman shall have a second or casting vote.	Question to be determined by majority of votes and chairman to have a second or casting vote
144.	The Board may, from time to time, appoint any person to be an associate director and may from time to time revoke such appointment.	Associate directors

145. The Board may fix, determine and vary the powers, duties and fees and benefits of any person appointed as an associate director, but a person so appointed shall not have any right to attend or vote at any meeting of the Board except by invitation and with the consent of the Board. Associate director

THE SEAL

146. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a committee of the Board and every instrument to which the Seal shall be affixed shall, except as provided in Rule 147 in the case of certificates of title of shares, stock, debenture stock, debentures or any other form of security other than letters of allotment, be signed by a Director and countersigned by a second Director or by the Secretary. The custody and the affixing of the Seal
147. All forms of certificate for shares, stock or debenture stock or representing any other form of security other than letters of allotment shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary; provided that the Board may by resolution determine that such signatures or either of them shall be dispensed with or be affixed by some method or system of mechanical signature. All forms of certificate to be issued under Seal
148. The Board may also by resolution determine that the use of a Seal in relation to Rule 147 above shall be dispensed with and all forms of certificate of shares, stock or debenture stock or representing any other form of security other than letters of allotment shall be issued by some other method permitted under the Act. Dispensing of Seal
149. The Company may exercise the powers conferred by Sections 62 and 63 of the Act and such powers shall be vested in the Directors. Official seal

SECRETARY

150. The Secretary or Secretaries shall, in accordance with the Act, be appointed by the Directors for such term, at such remuneration, and upon such conditions as the Directors think fit and any Secretary or Secretaries so appointed may be removed by them. The Directors may from time to time by resolution appoint a temporary substitute for the Secretary or Secretaries who shall be deemed to be the Secretary during the term of his appointment. Appointment of secretaries of the Company
151. A provision of the Act or this Constitution requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.
152. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting this Constitution and any resolution passed by the Company or the Board or any Committee of the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be the person appointed by the Board as aforesaid. Power to authenticate documents
153. A document purporting to be a copy of a resolution or an extract; from the minutes of a meeting of the Board or of a Committee of the Board, which is certified as such in accordance with the provisions of the last preceding Rule shall be conclusive evidence in favour of all persons dealing with the Company upon the face thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board or of the Committee.

MINUTES

154. The Directors shall cause minutes to be made in books provided for the purpose: Minutes to be made in books
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of Directors and of any committee of Directors; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

DIVIDENDS AND RESERVES

155. 155.1. Subject to the Act, the Company may make a distribution to its Members out of profits available of the Company provided that the Company is solvent. Dividends payable only if Company solvent
- 155.2. Before a distribution is made by the Company to any Member, such distribution must be authorised by the Directors. The Directors may authorise a distribution at such time and in such amount as they consider appropriate, if they are satisfied that the Company will be solvent immediately after the distribution is made.
- 155.3. If after a distribution is authorised and before it is made, the Directors cease to be satisfied on reasonable grounds that the Company will be solvent immediately after the distribution is made, the Directors shall take all necessary steps to prevent the distribution from being made.
- 155.4. The Directors may fix the time that a distribution is payable and the method of payment provided that the distribution shall be paid not later than three (3) months from the date of authorisation. A distribution can be paid in cash, by the issue of shares or other securities, by the grant of options and by the transfer of assets to a Member.
- 155.5. Subject to sub-Rule 155.3, once a distribution has been authorised, the Company shall not make any subsequent alteration to the distribution entitlement.
156. All dividends shall be declared and paid according to the amounts paid on the shares in respect of which the dividend is paid, but no amount paid on a share in advance of calls shall be treated for the purposes of this Rule as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares during any part or parts of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share rank for dividend accordingly. Payment of dividends
157. Dividends may be declared in the currency of Malaysia or in any foreign currency and may be paid in the respective currency of the territories in which the Company's registers of shareholders are situated or in one or more other currencies as the Directors may from time to time decide and so that where any dividend is paid in a currency other than that in which it was declared it shall, for the purposes of payment, be converted into such other currency at the rate of exchange ruling on the date when those Members then on the Register of Members or Record of Depositors are declared by the Directors to be entitled to the said dividend or on such other date as the Directors may from time to time decide, such date being not more than thirty (30) days prior to the payment date for the said dividend. All dividends shall be paid after such deduction therefrom of taxation as may properly be made or such (if any) other impost or levy of whatsoever nature as may be required to be made under the laws of any territory where the Company may be resident. Currency of payment

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| 158. | The Directors may direct payment or satisfaction of such dividend wholly or partly by the distribution of specific assets and in particular of paid-up shares or debentures of any other company. Where any difficulty arises in regard to such distribution the Directors may settle it as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of those entitled to participate in the dividend as may seem expedient to the Directors. | Dividends-in-specie |
| 159. | The Directors may, before authorising any dividend, set aside out of the profits of the Company and carry to reserve or reserves such sums as they think proper, and the sums represented thereby shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, be either employed in the business of the Company or invested in such investments (other than shares of its holding company, if any) as the Directors may from time to time think fit. | Reserve fund of the Company |
| 160. | The Directors may deduct from any dividend payable to any Member in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to such shares. This right shall not extend to any dividend payable in respect of fully paid shares held by a Member. | Set-off with amounts presently owed to Company |
| 161. | All dividends unclaimed for one (1) year after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed or paid by the Company in accordance with the Unclaimed Moneys Act, 1965. | Unclaimed dividends |
| 162. | Any dividend may be paid by directly crediting the Members' dividend entitlements into their bank accounts as provided to the Central Depository from time to time by electronic transfer or remittance to such accounts or by cheque sent through the post to the registered address, as appears in the Register of Members or the Record of Depositors, of the Member or person entitled thereto provided that subject to the Listing Requirements, all cash distributions must be paid to its Securities holders by directly crediting the payments into his bank accounts. Every such cheque or electronic transfer or remittance shall be made payable to the order of the person to whom it is sent, and payment by electronic transfer or remittance or by cheque shall be a good discharge to the Company of the dividend to which it relates. Every such cheque, electronic transfer or remittance shall be sent at the risk of the person entitled to the money thereby represented. | |
| 163. | Subject to the Act, the Central Depositories Act and the CD Rules, a transfer shall not pass the right to any dividend declared thereon before registration of the transfer. | |
| 164. | Notwithstanding anything contained in this Constitution, a Depositor's entitlement to dividends, rights issues, bonus issues or any other rights or options in the Company by virtue of any Deposited Securities standing to the credit of his Securities Account shall be subject to the Act, the Central Depositories Act and the CD Rules. | |

CAPITALISATION OF PROFITS AND RESERVES

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| 165. | 165.1. The Directors may resolve to utilise the profits or other distributable reserves of the Company: | Capitalisation of profits or other distributable reserves of the Company |
| | (a) in paying up any amounts unpaid on shares held by the Members; | |
| | (b) in paying up in full unissued shares or debentures to be issued to the Members as fully paid; or | |
| | (c) partly for the purposes stated in sub-Rule (a) and partly for the purposes stated in sub-Rule (b), | |
| | on a basis which is in proportion to the shares held by each Member. | |

165.2. The Directors shall do all acts required to give effect to the resolution and shall have the power to:

- (a) make payment in cash in lieu of issuing fractions of shares or debentures to any Member; and
- (b) authorise any person to enter on behalf of all the Members entitled to any shares or debentures into an agreement with the Company for:
 - (i) the allotment and issue to those Members of any shares or debentures credited as fully paid up, upon such capitalisation; or
 - (ii) the payment by the Company on behalf of those Members, of their respective proportions of the profits to be capitalised of the amount or any part of the amount remaining unpaid on their existing shares,

in accordance with the resolution. Any agreement made pursuant to this Rule shall be effective and binding on all Members.

ACCOUNTS TO BE KEPT AND FINANCIAL STATEMENTS

166. The Directors shall cause to be kept such accounting and other records as are necessary to sufficiently explain the transactions and financial position of the Company including its subsidiaries and to give a true and fair view of the state of its affairs, and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:

Directors to keep proper accounts

166.1. the assets and liabilities of the Company;

166.2. all sums of money received or expended by the Company, and the matters in respect of which such receipts and expenditure take place; and

166.3. all sales and purchases of goods by the Company.

The accounting shall be kept at the Office or (subject to the provisions of the Act) at such other place as the Directors think fit, and shall at all times be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by the Act or authorised by the Directors or by the Company in meeting of Members.

167. The Board shall:

Financial statements to be made-up and laid before the Company

167.1. prepare or cause to be prepared financial statements in accordance with the requirements of the Act;

167.2. cause the financial statements to be audited;

167.3. cause the audited financial statements and reports relating thereto to be sent at least twenty-one (21) days before the date of the annual general meeting of the Company, to:

- (a) every Member;
- (b) every person who is entitled to receive notice of meetings of Members;
- (c) every auditor of the Company; and
- (d) every debenture holder of the Company upon request being made to the Company.

unless a shorter period was agreed by all the Members entitled to attend and vote at the annual general meeting, and cause the audited financial statements and reports to be laid before the annual general meeting of the Company.

168. A paper copy or Electronic Form (including but not limited to Compact Disc Read-Only Memory (CD-ROM), Digital Versatile Disc Read-Only Memory (DVD-ROM), electronic mail or publication on the website or other electronic platform(s) of the Company) or any combination thereof, or in any other format whatsoever (whether available now or in the future) through which images, data, information or other materials may be viewed whether electronically or digitally or howsoever or in such other form of electronic media, as permitted under the laws, of the annual report of the Company which shall comprise the audited financial statement and the Directors' and Auditors' reports (including every document required by law to be annexed thereto) which is to be laid before the Company in meeting of Members shall, at least twenty-one (21) days before the meeting, be delivered or sent by post to every Member and debenture holder of the Company and to the Company's Auditors and to every person who is entitled to receive notices from the Company under the provisions of the Act and this Constitution. The requisite number of copies of each of these documents shall at the same time be forwarded to each stock exchange upon which the Company's shares are listed.

AUDIT

169. Auditors of the Company shall be appointed and their duties regulated in accordance with Section 266 and Sections 271 to 287 of the Act. Appointment of auditors
170. The auditors' report to the Members made pursuant to the statutory provisions as to audit shall be open to inspection by any Member who shall be entitled to be furnished with a copy of the balance sheet (including every document required by law to be annexed thereto) and the auditors' report in accordance with Section 266 of the Act. Auditors' report
171. Every Balance Sheet and Profit and Loss Account when audited and received by the meeting of Members shall be conclusive except as regards any error discovered therein within three (3) months after receipt thereof.

WINDING UP

172. The Company may only be wound up voluntarily if the Company so resolves by Special Resolution. If the Company is wound up the liquidator may, after the payment or satisfaction of all liabilities of the Company including preferred payments under the Act, with the sanction of a Special Resolution of the Company, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, thinks fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability. Distribution of assets upon winding up

Save that this Rule shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:

- 172.1. if the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively; and

- 172.2. if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital paid up or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively.
173. On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been approved by the Members in a meeting of Members. The amount of such payment shall be notified to all Members at least seven (7) days prior to the meeting at which the commission or fee is to be considered. Liquidator's Commission

SECRECY CLAUSE

174. Save as may be expressly provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in opinion of the Directors, would be inexpedient in the interest of the Company to communicate to the public.

INDEMNITY

175. 175.1. For the purposes of Rules under this Section on indemnity: Indemnity and insurance in favour of officers and auditors of the Company
- “officer” includes:
- (a) any Director, manager, secretary or employee of the Company;
 - (b) a former officer;
 - (c) a receiver or receiver and manager of any part of the undertaking of the Company appointed under a power contained in any instrument; and
 - (d) any liquidator of the Company appointed in a voluntary winding up, but does not include:
 - (i) any receiver who is not also a manager;
 - (ii) any receiver and manager appointed by Court; or
 - (iii) any liquidator appointed by the Court or by the creditors of the Company;
- “effect insurance” includes pay, whether directly or indirectly, the costs of the insurance; and
- “indemnify” includes relieve or excuse from liability, whether before or after the liability arises, and “indemnity” has a corresponding meaning.
- 175.2. Subject to the provisions of the Act, the Company may indemnify an officer or auditor of the Company for any costs incurred by him or the Company in respect of any proceedings:
- (a) that relate to the liability for any act or omission in his capacity as an officer or auditor; and

- (b) in which judgment is given in favour of the officer or auditor or in which the officer or auditor is acquitted or is granted relief under this Act, or where proceedings are discontinued or not pursued.

175.3. Subject to the provisions of the Act, the Company may indemnify an officer or auditor of the Company in respect of:

- (a) any liability to any person, other than the Company, for any act or omission in his capacity as an officer or auditor;
- (b) any costs incurred by that Director or officer in defending or settling any claim or proceedings relating to such liability except:
 - (i) any liability of the Director to pay:
 - (1) a fine imposed in criminal proceedings; or
 - (2) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, howsoever arising; or
 - (ii) any liability incurred by the Director:
 - (1) in defending any criminal proceedings in which he is convicted; or
 - (2) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
- (c) any costs incurred in connection with an application for relief under the Act.

175.4. The Company may, with the prior approval of the Board, effect insurance for an officer or auditor of the Company in respect of:

- (a) civil liability, for any act or omission in his capacity as a Director or officer or auditor; and
- (b) costs incurred by that officer or auditor in defending or settling any claim or proceeding relating to any such liability; or
- (c) costs incurred by that officer or auditor in defending or settling any proceedings that have been brought against that person in relation to any act or omission in that person's capacity as an officer or auditor:
 - (i) in which that person is acquitted;
 - (ii) in which that person is granted relief under the Act; or
 - (iii) where proceedings are discontinued or not pursued.

175.5. The sub-Rule 175.3 and 175.4(a) and (b) shall not apply to any civil or criminal liability in respect of a breach by a Director of his duties under section 213 of the Act.

175.6. The Directors shall:

- (a) record or cause to be recorded in the minutes of the Board; and

- (b) disclose or cause to be disclosed in the directors' report referred to in section 253 of the Act,

the particulars of any indemnity given, or insurance effected for any officer or auditor of the Company.

EFFECT OF LISTING REQUIREMENTS

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| 176. | The effect of the Listing Requirements shall be as follows: | Effects of the
Main Market
Listing
Requirements
on this
Constitution |
| 176.1. | Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done. | |
| 176.2. | Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done. | |
| 176.3. | If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be). | |
| 176.4. | If the Listing Requirements require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision. | |
| 176.5. | If the Listing Requirements require this Constitution not to contain a provision and they contain such a provision, this Constitution is deemed not to contain that provision. | |
| 176.6. | If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency. | |

COMPLIANCE

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| 177. | 177.1. | Notwithstanding these Rules, the Company shall comply with the Act, the Central Depositories Act and the CD Rules in respect of all matters where applicable. |
| | 177.2. | If any of the Rules in this Constitution is inconsistent with or in breach of any of the provisions of the Act other than any replaceable Rule which has been modified, replaced or excluded by the provisions in this Constitution, then: <ul style="list-style-type: none">(a) that Rule shall be read down to the extent necessary to comply with the provisions of the Act and(b) that Rule or those portions thereof which are inconsistent with or in breach of any provision of the Act shall be struck out and deemed not to form part of this Constitution. |

EXTRACT OF THE NOTICE OF FORTY-FIFTH AGM OF SIME DARBY PROPERTY

AS SPECIAL BUSINESS

To consider and, if thought fit, pass the following Resolutions:

ORDINARY RESOLUTION**PROPOSED SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

"THAT subject always to the Companies Act, 2016 ("Act"), the existing Constitution of the Company, the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, other applicable laws, guidelines, rules and regulations, and the approval of the relevant governmental/regulatory authorities (where applicable), approval be and is hereby given to the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with related parties ("Recurrent Related Party Transactions") as set out in Section 2.4 of the Circular to Shareholders dated 2 October 2018 ("the Circular"), subject further to the following:

- (i) the Recurrent Related Party Transactions are entered into in the ordinary course of business which are necessary for the day-to-day operations and are on terms which are not more favourable to the related parties than those generally available to the public, and the Recurrent Related Party Transactions are undertaken on arm's length basis and on normal commercial terms which are not to the detriment of the non-interested shareholders of the Company;
- (ii) the shareholders' mandate is subject to annual renewal and this shareholders' mandate shall commence immediately upon passing of this ordinary resolution and continue to be in full force until:
 - (a) the conclusion of the next Annual General Meeting ("AGM") of the Company following the AGM at which this shareholders' mandate is approved, at which time it will lapse, unless by a resolution passed at the next AGM, such authority is renewed; or
 - (b) the expiration of the period within which the next AGM after the date is required to be held pursuant to Sections 340(1) and (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) this shareholders' mandate is revoked or varied by a resolution passed by the shareholders of the Company in a general meeting,

whichever is the earlier;

THAT the Directors of the Company and/or any one of them be and are hereby authorised to complete and do all such acts, deeds and things as they consider necessary or expedient in the best interest of the Company, including executing all such documents as may be required or necessary and with full powers to assent to any modifications, variations and/or amendments as the Directors of the Company in their discretion deem fit and expedient to give effect to the Recurrent Related Party Transactions contemplated and/or authorised by this Ordinary Resolution."

SPECIAL RESOLUTION

PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY

“THAT approval be and is hereby given to revoke the existing Constitution of the Company with immediate effect and in place thereof, the proposed new Constitution of the Company as set out in Appendix II of the Circular to Shareholders dated 2 October 2018 accompanying the Company’s Annual Report for the financial year ended 30 June 2018, be and is hereby adopted as the Constitution of the Company, AND THAT the Directors of the Company be and are hereby authorised to assent to any modifications, variations and/or amendments as may be required by the relevant authorities and to do all acts and things and take all such steps as may be considered necessary to give full effect to the foregoing.”

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