



KLCC PROPERTY HOLDINGS BERHAD
(Company No. 641576-U)
(Incorporated in Malaysia)

APPENDIX A

PROPOSED NEW CONSTITUTION

This is the Appendix A referred to the Special Resolution in the Notice of the 16th Annual General Meeting (“AGM”) of KLCC Property Holdings Berhad dated 28th February 2019.

THE COMPANIES ACT, 2016
MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

KLCC PROPERTY HOLDINGS BERHAD

1. The name of the Company is KLCC PROPERTY HOLDINGS BERHAD. *Name*
2. The Office shall be situated in Malaysia. *Office*
3. The objects for which the Company is established are:- *Objects*
 - (1) To carry on the business of property investment; building and development management; to invest in immovable property, movable property, assets of any kind and any interest therein; to acquire for investment by way of purchase, lease, exchange, hire or with a view of resale or otherwise to own lands/properties, building and hereditaments of any tenure or description wherever situated as well as any interests therein, all rights, over and/or in connection therewith; undertaking improvement work upon such properties, preparing building sites for construction, reconstruction, alteration, improvement, decoration, furnishing and maintenance of all such lands or properties and building structure or sites; and to invest and carry out the ancillary works comprised and intended to in any such contracts on real property development and investment and all activities as may enhance the capital value of any landed fixed assets thereof.
 - (2) To carry on the business of an investment holding company and generally to acquire for investment, shares, stocks, debentures, debenture stocks, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same, either conditionally or otherwise and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof; to purchase, establish and carry on business as general merchants, to undertake, carry on

and execute all kinds of financial, commercial trading, other manufacturing operations and all businesses whether wholesale or retail.

Without derogating from the generality of this Article, the Company has full capacity to carry on or undertake any other business or activity or do any act or enter into any transaction. The Company has, for the purposes of the foregoing, the full rights, powers and privileges.

And it is hereby declared that objects specified in each paragraph of this Article shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no wise limited or restricted by reference to, or inference from the terms of any other paragraph or the name of the company but may be carried out in as full and ample a manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company.

4. The liability of the Members is limited.

Limited Liability

5. The shares in the Company may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.

Shares in the Company

6. Subject always to the respective rights, terms and conditions mentioned in Article 5 hereof, the Company shall have power to increase or reduce the capital of the Company, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the Constitution for the time being of the Company.

Power of the Company to Increase or Reduce the Capital

INTERPRETATION

7. In this Constitution, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

Interpretation Clause

WORDS	MEANINGS	<i>Definitions</i>
Act	the Companies Act, 2016 or any statutory modification, amendment or re-enactment thereof for the time being in force and includes any and every legislation made thereunder.	
Articles	any provisions in this Constitution, as originally framed or as altered from time to time.	
Authorised Nominee	has the meaning ascribed thereto in the Central Depositories Act.	
Board	means the board of directors for the time being of the Company.	
Central Depositories Act	Securities Industry (Central Depositories) Act 1991 or any statutory modification, amendment or re-enactment thereof for the time being in force and includes any and every legislation made thereunder.	
CMSA	Capital Markets and Services Act 2007 or any statutory modification, amendment or re-enactment thereof for the time being in force and includes any and every legislation made thereunder.	
Company	KLCC PROPERTY HOLDINGS BERHAD	
Constitution	the Constitution sets out herein, as the same may be amended from time to time by special resolution or as required by the Act and/or the Listing Requirements.	
Deposited Security	a security, as defined in Section 2 of the Central Depositories Act, in the Company standing to the credit of a Securities Account and includes a security of a Securities Account that is in suspense.	
Depositor	a holder of a Securities Account established by the Depository.	
Depository	Bursa Malaysia Depository Sdn. Bhd. or such other depository as may be approved by the relevant authorities to be a central depository under the	

	Central Depositories Act and includes its successors-in-title and permitted assigns.
Directors	the directors for the time being of the Company.
Exchange or Bursa Securities	Bursa Malaysia Securities Berhad
Holder	a holder for the time being of the Stapled Securities.
KLCC REIT	the Islamic real estate investment trust of that name constituted under the KLCC REIT Trust Deed.
KLCC REIT Trust Deed	means the trust deed establishing KLCC REIT and registered with the SC (as amended from time to time).
Listed	in relation to the Stapled Securities, means admitted to the Official List of the Main Market of the Exchange, and the term “ Listing ” shall be construed accordingly.
Listing Requirements	the listing requirements of the Exchange, including any amendments to the Listing Requirements that may be amended from time to time and such practice notes or circulars as may be issued by the Exchange from time to time.
Market Day	any day on which the stock market of the Exchange is open for trading of securities.
Member	means: (a) a person whose name is entered in the Register of Members as the holder for the time being of one or more shares in the Company; and/or (b) any Depositor who shall be treated as if he was a member pursuant to Section 35 of the Securities Industry (Central Depositories) Act 1991 but excludes the Depository in its capacity as a bare trustee.

Office	the registered office for the time being of the Company.
Official Seal	the official seal of the Company.
Record of Depositors	a record provided by the Depository to the Company under Chapter 24.0 of the Rules.
REIT Guidelines	the Guidelines On Listed Real Estate Investment Trusts of the SC and any other guidelines or practice notes of the SC which are applicable to KLCC REIT, each as amended or replaced from time to time except to the extent of any express written waiver by the SC.
REIT Manager	KLCC REIT Management Sdn Bhd (Company No. 1026769-H), acting in its capacity as the management company of the KLCC REIT
REIT Trustee	Maybank Trustees Berhad (Company No. 5004-P), acting in its capacity as trustee of the KLCC REIT.
Register of Members	the register of the Members of the Company to be maintained pursuant to the Act.
Relevant Laws, Regulations and Guidelines	means, as applicable in the context, any or all laws, regulations and guidelines that apply to the Stapled Securities, including but not limited to the REIT Guidelines, the Guidelines on Issuance of Corporate Bonds and Sukuk to Retail Investor (Revised: 11 October 2018), the Listing Requirements, the CMSA, the Act, all applicable tax laws and all directions, directives, guidelines or requirements imposed by any competent authority that apply to the Stapled Securities, as the same may be modified, amended, supplemented, revised or replaced from time to time, including any waiver, exception, exemption, approval, consent or relief from time to time granted to the Stapled Securities by any regulatory authority including the SC and Bursa Securities.
Rules	Rules of the Depository as defined under Section 2 of the Central Depositories Act or any modification or amendment thereof for the time being in force.

SC	Securities Commission Malaysia or any replacement or successor authority.
Secretary	means a secretary of the Company appointed under Section 236 of the Act.
Securities	has the meaning ascribed thereto in Section 2(1) of the CMSA or any modification, amendment or re-enactment thereof for the time being in force.
Securities Account	an account established by the Depository for a Depositor for the recording of deposit of securities and for dealings in such securities by the Depositor.
Seal	the common seal of the Company.
Shares	means share capital of the Company and includes stock except when a distinction between share and stock is expressed or implied.
Stapled	the linking together of a Share and a Unit so that one may not be transferred or otherwise dealt with without the other and which are quoted on Bursa Securities jointly as a “Stapled Security” or such other term as Bursa Securities permits.
Stapled Security	a Unit and a Share which are Stapled together and registered in the name of a person.
Stapling	the linking process that results in each Unit and Share being and remaining Stapled to each other.
Stapling Commencement Date	the date on which Stapling is to commence as agreed between the parties to the Stapling Deed provided that the KLCC REIT Trust Deed shall have been registered with the SC by such date.
Stapling Deed	The deed entered into between the REIT Manager, the REIT Trustee and the Company which provides for the Stapling and sets out the terms and conditions of the relationship between the REIT Manager, the REIT Trustee and the Company in respect of the Units and the Shares (as amended from time to time).
Unit	a unit representing one undivided interest in KLCC REIT as provided in the KLCC REIT Trust Deed and

“Units” shall be construed accordingly.

Unitholder in relation to Units which are not Listed, means the registered holder for the time being of the Units including persons jointly registered, and in relation to Units which are Listed and registered in the name of the Depository, mean, where the context requires, a Depositor.

“Writing” shall, unless the contrary intention appears, include references to printing, lithography, photography and include any other mode or modes of representing or reproducing words, letters, figures or marks in a visible form.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations and companies.

The word “company” in this Constitution, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Malaysia or elsewhere.

Subject as aforesaid, any words or expressions in the Act or Central Depositories Act or the Rules, as the case may be, shall except where the subject or context forbids, bear the same meanings as wherever used in this Constitution.

Expressions in Act Defined to Bear Same Meaning in Articles

BUSINESS

8. Any branch or kind of business which by the Constitution, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they think fit, and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

Business

STAPLED SECURITIES

9. (a) The REIT Manager is the management company, and the REIT Trustee is the trustee, of KLCC REIT.

Stapled Securities

- (b) By the KLCC REIT Trust Deed, the REIT Manager and the REIT Trustee have agreed to constitute KLCC REIT and to act as the management company and the trustee, respectively, for the benefit of the holders of the Units, on the terms and subject to the conditions of the KLCC REIT Trust Deed (which shall take effect from the date of registration with the SC) and the Stapling Deed.
 - (c) The KLCC REIT Trust Deed and this Constitution provide for the Stapling.
 - (d) The Stapling Deed provides for the Stapling and sets out the terms and conditions of the relationship between the REIT Manager, the REIT Trustee and the Company in respect of the Units and the Shares.
 - (e) The Stapling Deed shall take effect on the Stapling Commencement Date.
10. (a) On and from the Stapling Commencement Date: *Shares and Units to be Stapled*
- (i) each Share must be Stapled to a Unit (and vice versa);
 - (ii) the REIT Manager must not issue a Unit unless a Share is issued at the same time and to the same person;
 - (iii) the Company must not issue a Share unless a Unit is issued at the same time and to the same person;
 - (iv) the Company must not issue any right or option to acquire any Share unless the REIT Manager issues a corresponding right or option to acquire a Unit (and vice versa);
 - (v) the Company may not without the prior written consent of the REIT Manager issue any other class of share in the Company other than an ordinary share or any right or option to acquire any such share; and
 - (vi) the REIT Manager may not without the prior written consent of the Company issue any other class of unit in KLCC REIT other than an ordinary unit or any right or option to acquire any such unit.
- (b) Each Share must be Stapled to a Unit (and vice versa) immediately after the later of:

- (i) the date of issue of the Unit; an
- (ii) the date of issue of the corresponding Share.

11. (a) On and from the Stapling Commencement Date, the REIT Manager and the Company must not:

*Dealing in Shares
and Units*

- (i) do any act, matter or thing (including registering any transfer of any Unit or Share); or
- (ii) refrain from doing any act, matter or thing,

if to do so or refrain from doing so (as the case may be) would result directly or indirectly in any Unit or any Share no longer being Stapled as a Stapled Security, other than in accordance with Clause 11 of the Stapling Deed.

(b) On and from the Stapling Commencement Date, the REIT Manager must not:

- (i) offer any Units for subscription or sale unless an offer is made by the Company at the same time and to the same person for an equal number of Shares for issue or sale;
- (ii) offer any Units for subscription or sale unless the terms of that offer require each offeree to subscribe for or buy a number of Shares equal to the number of Units subscribed for or bought;
- (iii) issue or sell any Units to any person unless an equal number of Shares are also issued or sold to the same person at the same time;
- (iv) consolidate, sub-divide, cancel, buy-back or redeem or repurchase any Units unless at the same time there is a corresponding consolidation, sub-division, cancellation, buy-back or redemption or repurchase of the Shares to which they are Stapled;
- (v) register any transfer of Units to any person unless an identical number of Shares is also transferred to the same person at the same time;
- (vi) permit a re-investment of distributions in accordance with Article 11(d) by a Holder in a Unit unless at the same time the Holder acquires a Share; and

- (vii) perform any restructure or reorganisation of a Unit, including but not limited to the consolidation or subdivision of a Unit or other similar or analogous corporate action in respect of KLCC REIT or the Units unless the Company takes the corresponding action in relation to Shares at the same time.

- (c) On and from the Stapling Commencement Date, the Company must not:
 - (i) offer any Shares for subscription or sale unless an offer is made by the REIT Manager at the same time and to the same person for an identical number of Units for issue or sale;

 - (ii) offer any Shares for subscription or sale unless the terms of that offer require each offeree to subscribe for or buy a number of Units equal to the number of Shares subscribed for or bought;

 - (iii) issue or sell any Shares to any person unless an identical number of Units are also issued or sold to the same person at the same time;

 - (iv) consolidate, sub-divide, cancel, buy-back or redeem or repurchase any Shares unless at the same time there is a corresponding consolidation, sub-division, cancellation, buy-back or redemption or repurchase of the Units to which they are Stapled;

 - (v) register any transfer of Shares unless an identical number of Units is also transferred to the same person at the same time;

 - (vi) permit a re-investment of distributions in accordance with Article 11(d) by a Holder in a Share unless at the same time the Holder acquires a Unit; and

 - (vii) perform any restructure or reorganisation of a Share, including but not limited to the consolidation or subdivision of a Share or other similar or analogous corporate action in respect of the Company or the Shares unless the REIT Manager takes the corresponding action in relation to Units at the same time.

- (d) For the purpose of Article 11(b)(vi) and 11(c)(vi), the REIT Manager and the Company may make provisions governing the amount of the re-invested distributions to be used to subscribe for each Unit or Share comprising the Stapled Security having regard to the issue price of the Unit or the Share.
- (e) A party is not obliged to effect a buy-back, cancellation, redemption, transfer or issue or other corporate action in a manner inconsistent with any constitutional, contractual or fiduciary obligation or law by which it is bound, or if it does not have any necessary consent or approval.
- (f) If a Unit or a Share is to be sold pursuant to forfeiture as a consequence of non-payment of a call, the party which issued the Unit or Share will, to the maximum extent permitted by the REIT Guidelines, the Listing Requirements and general law, ensure that the Share or Unit to which it is Stapled is also sold so that the Unit or Share is sold as part of a Stapled Security.

12. Unless and until Stapled Securities are unstapled in accordance with the Stapling Deed, the Stapled Security will remain Listed. *Quotation as Stapled Security*

13. For so long as the Stapled Securities are Listed: *No Certificate for Listed Stapled Securities*

- (a) no certificate shall be issued to Holders by the REIT Manager, the REIT Trustee or the Company in respect of any Unit, Share or Stapled Security;
- (b) the REIT Manager, the REIT Trustee and the Company shall, pursuant to the Depository Services Terms and Conditions, appoint the Depository as the depository for the Stapled Securities, and all Stapled Securities issued will be deposited with the Depository and represented by entries in the register in the name of the Depository as the registered Holder thereof;
- (c) the REIT Manager and the Company, or the agent appointed by them, shall issue to the Depository not more than 10 Market Days after the issue of Stapled Securities a confirmation note confirming the date of issue and the number of Stapled Securities so issued and, if applicable, also stating that the Stapled Securities are issued under a moratorium and the expiry date of such moratorium; and
- (d) the REIT Manager and the Company shall reasonably procure that the Depository shall, at such intervals, and as may be provided for in the Depository's terms and conditions for operation of Securities Accounts, issue to each Depositor such

contract statements, confirmation notes and/or statements of accounts balances, and at such intervals, as may be provided for in the Depository's terms and conditions for operation of Securities Accounts.

14. The terms and conditions of the Stapling Deed and of any supplemental deed (including any amending and restating deed) shall be binding on each Holder or (as the case may be) each Depositor and all persons claiming through him as if he had been party thereto and as if the Stapling Deed and any supplemental deed (including any amending and restating deed) contained covenants on the part of each Holder or (as the case may be) each Depositor to observe and be bound by all the provisions hereof and an authorisation of the REIT Manager, the REIT Trustee and the Company by each Holder or each Depositor (as the case may be) to do all such acts and things as the Stapling Deed and any supplemental deed (including any amending and restating deed) may require the REIT Manager, the REIT Trustee or (as the case may be) the Company to do.

Terms and conditions of the Stapling Deed and supplemental Deeds to bind Holders

15. A copy of the Stapling Deed and any supplemental deed (including any amending and restating deed) for the time being in force shall be made available for inspection at the registered offices of the REIT Manager, the REIT Trustee and the Company at all times during usual business hours and shall be supplied by the REIT Manager, the REIT Trustee or (as the case may be) the Company to any person in accordance with any Relevant Laws, Regulations and Guidelines on application at a charge not exceeding RM10.00 per copy.

Availability of the Stapling Deed

16. The Holders shall not give any directions to the REIT Trustee, the REIT Manager or the Company (whether at a meeting of the Holders duly convened or otherwise) if it would require the REIT Trustee, the REIT Manager or the Company to do or omit from doing anything which may result in:

Restriction on Directions

- (a) KLCC REIT, the Company or the Stapled Securities ceasing to comply with the Relevant Laws, Regulations and Guidelines or any other applicable laws and regulations; or
- (b) the exercise of any discretion expressly conferred on the REIT Trustee, the REIT Manager and/or the Company by the Stapling Deed or the determination of any matter which under the Stapling Deed requires the agreement of REIT Trustee, the REIT Manager and/or the Company; PROVIDED THAT nothing in this Article shall limit the right of a Holder or (as the case may be) a Depositor to require the due administration of KLCC REIT, the Company or the Stapled Securities in accordance with the Stapling Deed.

17. (a) Nothing in KLCC REIT Trust Deed shall be taken to amend or alter the Stapling Deed. *KLCC REIT Trust Deed to be subordinate to the Stapling Deed*
- (b) If there is any inconsistency between the obligations of the REIT Manager or the REIT Trustee under the Stapling Deed and the KLCC REIT Trust Deed, the provisions of the Stapling Deed apply to the extent of the inconsistency.
18. (a) Nothing in this Constitution shall be taken to amend or alter the Stapling Deed save that this Constitution, including but not limited to Articles 19 (*Allotment of Shares*), 40 to 45 (*Transfer of Securities*), 46 to 50 (*Transmission of Securities*), 51 to 59 (*Forfeiture of Shares*), 60 to 63 (*Conversion of Shares into Stock*), 64 to 66 (*Increase of Capital*), 67 to 69 (*Alteration of Capital*), 70 to 81 (*General Meeting*), 118 (*Limitation on Directors' Powers*), 119 (*Directors' Borrowing Powers*), where applicable, shall be subordinated to and be read subject to the Stapling Deed. *These Articles to be subordinate to the Stapling Deed*
- (b) To the extent permitted by the Relevant Laws, Regulations and Guidelines, if there is any inconsistency between the obligations of the Company under the Stapling Deed and this Constitution, the provisions of the Stapling Deed apply to the extent of the inconsistency.

SHARE CAPITAL AND VARIATION OF RIGHTS

19. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, and subject to the provisions of this Constitution, Stapling Deed, the Act, the Central Depositories Act, the Listing Requirements and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors to such persons, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions, terms and at such times as the Directors think fit PROVIDED ALWAYS that: *Allotment of Shares*
- (i) in the case of shares, other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution and in the resolution creating the same;
- (ii) no issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person or company without the prior approval of the Members in general meeting;
- (iii) every issue of shares or options or other convertible securities to employees and/or Directors of the Company shall be

approved by the Members in general meeting and no Director shall participate in a scheme that involves a new issuance of shares or other convertible securities to employees unless the Members in general meeting have approved the specific allotment to be made to such Director;

- (iv) the Company shall issue, allot securities, despatch notices of allotment to the allottees and make an application for the quotation of such securities within such period as may be prescribed under the Listing Requirements or by the Exchange;
- (v) notwithstanding the existence of a resolution pursuant to Sections 75(1) and 76(1) of the Act, no shares or convertible securities shall be issued 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 percent (10%) of the total number of the issued shares (excluding treasury shares) of the Company, except where the shares or convertible securities are issued with the prior approval of the Members in a general meeting of the precise terms and conditions of the issues;
- (vi) no person shall exercise any rights of a Member until his name shall have been entered in the Register of Members or his name appears in the Record of Depositors and he shall have paid all calls and other moneys for the time being due and payable on any share held by him provided that the Depository or its nominee in whose name the Deposited Security is registered shall not be entitled to any such rights unless required by virtue of the Central Depositories Act or the Rules or the context of these Articles;
- (vii) the Company must ensure that all new issues of securities for which listing is sought on the Exchange are made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with this Article. For this purpose, the Company must notify the Depository to enable the Depository to make the appropriate entries in the Securities Accounts of such allottees; and
- (viii) the Company must not issue and allot securities or cause or authorise its registrars to cause the Securities Accounts of the allottees to be credited with the additional securities until after it has filed with the Exchange an application for listing of such

additional securities and been notified by the Exchange that such new issue of securities has been approved or approved in principle for listing, as the case may be.

20. Subject to the Act and without prejudice to any special rights previously conferred on holders of any share or class of shares already issued, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed in accordance with the Constitution, and the Company shall not, unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 20 hereof, issue preference shares ranking in priority above preference shares already issued, but may issue preference shares ranking equally therewith. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited financial statements, and attending general meetings of the Company. *Rights of Preference Shareholders*
21. Notwithstanding Article 22 hereof and subject to the Act, the repayment of preference share capital other than redeemable preference share capital, or any alteration of preference shareholder's 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 seventy-five per cent (75%) of the total voting rights of the preference shareholders concerned within two (2) months of the meeting shall be as valid and effectual as a special resolution carried at the meeting. *Repayment Of Preference Capital*
22. If at any time 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, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of seventy-five per cent (75%) of the total voting rights of the shareholders in that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of this Constitution relating to general meetings shall mutatis mutandis apply, but the necessary quorum shall be, for a meeting other than adjourned meeting, two (2) persons at least holding or representing by proxy one-third (1/3) of the number of issued shares of the class, excluding any shares of that class held as treasury shares, for an adjourned meeting, one (1) person at least holding or representing shares of that class, and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 292 of the Act shall, with such adaptations as are necessary, apply. *Modification of Class Rights*
23. The rights conferred upon the holders of the existing class of preference *Ranking of Class Rights*

shares shall not, unless otherwise expressly provided by the terms of issue of the existing preference shares or authorised by this Constitution as in force at the time when the existing preference shares were issued, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith.

24. The Company may exercise the power of paying commissions conferred by the Act, provided that the rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price whichever is lesser. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares of partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful. *Commission on Subscription of Shares*
25. 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 lengthened 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 Section 130 of the Act and may charge the same to share capital as part of the cost of construction of the works or buildings or the provision of the plant. *Interest on Share Capital during Construction*
26. Except as required by law under the Central Depositories Act and the Rules or pursuant to any order by court, no person (other than Bursa Malaysia Depository Nominees Sdn Bhd) shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or unit of share or any interest in any fractional part of the share (except only as by this Constitution or by the Act or by law otherwise provided) or any other rights in respect of any share except an absolute right of ownership in the registered holder. *Trusts not to be Recognized*

CERTIFICATES

27. In relation to Deposited Securities, the Company shall only issue jumbo certificates in respect of shares or securities in favour of Depository or Bursa Malaysia Depository Nominees Sdn Bhd as he may be directed by the 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 the Central Depositories Act and the Rules PROVIDED ALWAYS that every certificate shall be issued under the *Jumbo certificates*

Official Seal or Seal in such form as the Directors and/or Depository shall from time to time prescribe and shall bear the facsimile signatures or autographic signatures 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 denominations as may be specified by the Depository.

LIEN

28. Subject to the Act, the Central Depositories Act and the Rules, the Company shall have a first and paramount lien on every share (not being fully paid share) registered in the name of a holder in the Register of Members or the Record of Depositories, as the case may be, for all moneys payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on shares and dividends from time to time declared and other moneys payable thereon or in respect of such shares, shall be restricted to unpaid calls and installments 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. *Company's Lien on Shares and Dividends*
29. 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 a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days from a notice in writing, stating and demanding payment of such part of the amount in respect of which the privilege or lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy. *Lien may be Enforced by Sale of Shares*
30. To give effect to any such sale the Directors may authorise a person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and the Director 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 and the remedy of the holder of such share or of any person claiming under or through him in respect of any alleged irregularity or invalidity shall be against the Company. *Directors may Effect Transfer*
31. The proceeds of the sale after payment of interests and costs relating to 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 the residue, if any, shall be (subject to a similar lien for sums not presently payable which exists over the shares before the sale) *Application of Proceeds of Sale*

paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs.

32. The Directors may decline to register the transfer of a share over which the Company has a lien. The registration of a transfer of a share approved by the Directors shall operate as a waiver of the Company's lien over the share.
- Registration of Transfer*

CALLS ON SHARES

33. The Directors may from time to time make calls upon the shareholders in respect of any money unpaid on the shares of the shareholders and not by the conditions of allotment thereof made payable at fixed date, provided that no call shall exceed one-fourth (1/4) of the issued price of the share or be payable at less than thirty (30) days from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the date, time and place of payment) pay to the Company the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
- Directors may Make Calls*

34. 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 required to be paid by installments. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share by him, together with interest and expenses (if any).
- Effective Date of Call*

35. 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 the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent (8%) per annum or such other rate as the Directors may determine, but the Directors shall be at liberty to waive payment of the interest or compensation wholly or in part.
- Interest or compensation on Unpaid Calls*

36. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, shall for the purposes of this Constitution be deemed to have been duly called for and shall be payable on the date on which by the terms of issue the shares becomes payable, and in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.
- When Calls Deemed Made*

37. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.
- Difference in Calls*

38. The Directors may, if they think fit, receive from any shareholder willing to advance the payment all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest or return at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum, as may be agreed upon between the Directors and the shareholder paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, capital paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid.
- Capital Paid in Advance of Calls*

INFORMATION OF SHAREHOLDING

39. (1) The Company may by notice in writing require any Member within such reasonable time as is specified in the notice:
- Company may Require Information*
- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and
 - (b) if he holds the voting shares as trustee, to indicate so far as it is possible to do so, the persons for whom he holds the voting shares by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.
- (2) Where the Company is informed in pursuance of a notice given to any person under sub-Article (1) hereof or under this sub-Article that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:
- (a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and
 - (b) if he holds the interest as trustee, to indicate so far as it is possible to do so the persons for whom he holds the interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.

- (3) The Company may by notice in writing require a Member to inform the Company, within such reasonable time as is specified in the notice, whether any of the voting rights carried by any voting shares in the Company held by him are subject of an agreement or arrangement under which another person is entitled to control his exercise of those rights and, if so, to give particulars of the agreement or arrangement and the parties to such agreement or arrangement.
- Member to Inform Company*

TRANSFER OF SECURITIES

40. Subject to the provisions of the Act, this Constitution, the Central Depositories Act and the Rules, every instrument of transfer of any security shall be in writing and in the form approved in the Rules, and shall be presented to the Depository with such evidence as the Depository may require to prove the title of the intending transferor and that the intended transferee is a qualified person.
- Form of Transfer*
41. The transfer of any Deposited Securities or class of Deposited Securities of the Company shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to subsection 148(2) of the Act and any exemption that may be made from compliance with subsection 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities.
- Transfer of Securities*
42. Subject to the Central Depositories Act and the Rules, the instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Record of Depositors in respect thereof.
- Transferor's right*
43. Subject to the Relevant Laws, Regulations and Guidelines, neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon any transfer of shares registered by the Depository, 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 shares proposed or professed to be transferred, and although transferred, the transfer may, as between the transferor and transferee, be liable to be set aside. And in every such case, the transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title hereto.
- No liability*

44. The Depository may in its absolute discretion refuse to register any transfer that does not comply with the Central Depositories Act and the Rules. No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind or in the name of any firm or partnership.

*Refusal to Register
Member*

45. Subject to the Act, the registration of transfers of shares may be suspended at such times and for such periods as the Directors may from time to time determine, provided that no part of the Register of Members or any class of members be closed for more than thirty (30) days in aggregate in any calendar year.

*Suspension
transfer of*

TRANSMISSION OF SECURITIES

46. Where:

*Transmission of
Securities*

- (a) the securities of the Company are listed on another stock exchange; and
- (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998 as the case may be, under the Rules in respect of such securities,

the Company shall, upon request by a Depositor, permit a transmission of securities held by such Depositor 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.

47. Subject to the provisions of the Act, the Central Depositories Act and the Rules, in case of the death of a Member, the legal representatives of the deceased shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased shareholder from any liability in respect of any share which had been held by him.

Death of Member

48. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof in accordance with the Act, Central Depositories Act and the Rules, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy.

*Share of Deceased
or Bankrupt
Member*

49. Subject to the Act, the Central Depositories Act and the Rules, if the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects PROVIDED ALWAYS that where the share is a Deposited Security and the person so becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Depository. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share or such other instrument as the Depository may require. All the limitations, restrictions and provisions of this Constitution relating to the rights to transfer and the registration of transfers of shares, the Central Depositories Act and the Rules shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member. *Notice of Election*
50. Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, (or in the case of a body corporate, liquidation, its assignee or liquidator, otherwise than for the purpose of reconstruction or amalgamation) as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors in that behalf and upon registration as a Member, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt or liquidated. *Person Entitled may Receive Dividends etc.*

FORFEITURE OF SHARES

51. If a Member fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest or compensation, not exceeding eight per cent (8%) per annum which may have accrued and all expenses incurred by the Company by reason of such non-payment. *Notice Requiring Payment*
52. The notice shall name a further day (not less than fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made and the place where payment is to be made, and shall state that in the event of non-payment at or before the time and place appointed the shares in respect of which the call was made will be liable to be forfeited. *Particulars of Notice of expiration*
53. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time *Forfeiture For Non-Payment*

thereafter, before the payment required by the notice has been made, 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. The Directors may accept the surrender of any share liable to be forfeited hereunder.

54. A share so forfeited shall become the property of the Company and may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit and whether with or without all or any part of the amount previously paid on the share being cancelled as paid. *Directors may Sell or Cancel Forfeited Shares*
55. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest or compensation at the rate of eight per cent (8%) per annum or such other rate as may be allowed under the law from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest or compensation), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares. *Liability of Member in respect of Forfeited Shares*
56. A statutory declaration in writing that the declarant is a Director or the Secretary and that a share in the Company 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. *Evidence of Forfeiture*
57. The Company may receive the consideration if any, given for a forfeited share on any sale or disposition thereof and the Directors may (in the case of shares that are not Deposited Securities) authorise any person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall be registered as the holder of the share or (in the case of shares that are Deposited Securities authorise its registrar to cause the Depository to credit the Securities Account of the purchaser with the forfeited shares or otherwise in accordance with the directions of such person as aforesaid), and the purchaser shall not have his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share. Any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls and installments payable at fixed times and accrued interest or compensation and expenses of such sale or disposal, shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators, or assignees or as he directs. *Proceeds of Sale*

58. When any share has been forfeited in accordance with this Constitution notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by reason of the death or bankruptcy, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the share but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry aforesaid. *Notice of Forfeiture*
59. The provisions of this Constitution as to the forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed date, as if the same had been payable by virtue of a call duly made and notified. *Application of Forfeiture Provision*

CONVERSION OF SHARES INTO STOCK

60. The Company may by ordinary resolution passed at a general meeting convert all or any of its paid up shares into stock or re-convert any stock into paid up shares of any denomination. *Conversion by Ordinary Resolution*
61. The holders of the stock may transfer the same or any part thereof in the same manner and subject to this Constitution as and subject to which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances permit; PROVIDED that the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum. *Transfer of Stock*
62. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages with regards to dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right, 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 right, privilege or advantage. *Rights of Stockholders*
63. Such of this Constitution as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" therein shall include "stock" and "stockholder", respectively. *Definition*

INCREASE OF CAPITAL

64. The Company may from time to time, whether all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such number and amount and to be divided into *Power to Increase Capital*

shares of such respective number and amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

65. Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings 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 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 securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or 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 from time to time created to the holders of the existing shares where the said shares are to be issued as consideration or part consideration for the acquisition of shares, securities or assets by the Company.

Issue of New Shares to Members

66. Except so far as otherwise provided by the conditions of issue, or the Central Depositories Act or the Rules, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls and installments, lien, transfer, transmission, transaction, forfeiture and otherwise as the original share capital.

New Shares to Rank with Original Shares

ALTERATION OF CAPITAL

67. The Company may by ordinary resolution:
- (i) 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; or
 - (ii) sub-divide its share capital or any of the shares, whatever is in the subdivision, the proportion between the amount paid and

Power to Alter Capital

the amount unpaid (if any) on each subdivided share shall be the same as it was in the case of the shares from which the subdivided share is derived.

68. The Company may by special resolution reduce its share capital, subject to, any authorisation and consent required by law. *Power to Reduce Capital*
69. Subject to and in accordance with the Act, the Listing Requirements, this Constitution, any rights previously conferred on any class of shares, and any rules and guidelines of any other relevant authorities (other than such of the rules and guidelines which are waived by the relevant authorities), the Company may purchase its own shares and thereafter deal with the shares in accordance with the provisions of the Act and all relevant regulations, rules, codes, guidelines thereunder issued by the Exchange and any other relevant authorities and other laws applicable to the Company from time to time. *Purchase of Own Shares*

GENERAL MEETINGS

70. Meetings of the Company shall be held in accordance with the provisions of the Act. An annual general meeting of the Company shall be held once in every calendar year within six (6) months from the financial year end of the Company and not more than fifteen (15) months after the holding of the last preceding annual general meeting provided that the Company holds its first annual general meeting within eighteen (18) months of its incorporation. All general meetings shall be held at such time, day and place as the Directors shall determine. *General Meetings*
71. Every notice of an annual general meeting shall specify the following: *Form of Notice*
- (1) The place, date and time of the meeting;
 - (2) The general nature of the business of the meeting;
 - (3) The text of any proposed resolution; and
 - (4) Other information as the Directors think fit.
72. The Company may convene a general meeting at more than one venue using any technology or method that enables the Members of the Company to participate and to exercise the Members' rights to speak and vote at the meeting. If the general meeting is to be held in two (2) or more places, the notice of the meeting shall specify the technology or method that will be used to facilitate the meeting.
73. The main venue of the general meeting shall be in Malaysia and the Chairman shall be present at that main venue of the meeting.

74. The Directors may whenever they so decide by resolution convene a general meeting. In addition, a general meeting shall be convened on such requisition as is referred to in Sections 311 and 312 of the Act, or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 311, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act. *General Meeting*
75. For so long as the Stapled Securities are Listed, a Holder shall have the right to call for a combined meeting of Unitholders and Shareholders if such Holder is and would be entitled by law to call for a meeting of Unitholders and a meeting of Shareholders separately on the same date and the requirements of this Constitution and the KLCC REIT Trust Deed and the Relevant Laws, Regulations and Guidelines have been and would be met in such circumstances. *Right to Requisition a Combined meeting of Unitholders and Shareholders*
76. (1) The Company shall request the Depository in accordance with the Rules to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. *Record of Depositors of*
- (2) The Company shall also request the Depository in accordance with the Rules, to issue a 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 the general meeting or adjourned general meeting (hereinafter referred to as "the General Meeting Record of Depositors").
- (3) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations, 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.
77. The notices convening meetings shall specify the place, day and hour of the meeting, and shall be given to all shareholders at least fourteen (14) days' before the meeting or at least twenty-one (21) days before the meeting where any special resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. The notices must also include the date of the Record of Depositors, as at the latest date which is reasonably practicable and in any event shall not be less than three (3) Market Days before the general meeting for the purpose of determining whether a Depositor shall be regarded as a Member entitled to attend, speak and vote at the general meeting. At least fourteen (14) days' notice or twenty-one (21) days' notice in the case where any special resolution is proposed or where it is the annual *Notice of General Meetings*

general meeting, of every such meeting shall be given by advertisement in at least 1 nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed. In respect of the combined meeting of Unitholders and Members, the notice of the meeting shall be advertised in the national language and English daily newspapers circulating in Malaysia.

78. For so long as the Stapled Securities are Listed, the requisite notice to be given to the Holders of, and a quorum for, a combined meeting of Unitholders and Members shall only be valid and effective if they would be met for a meeting of Unitholders and a general meeting separately on the same date and the requirements of this Constitution and the KLCC REIT Trust Deed and the Relevant Laws, Regulations and Guidelines have been and would be met in such circumstances.

*Combined meeting
of Unitholders and
Shareholders*

79. Subject always to the provisions of the Act, all business transacted at a general meeting and also all business that is transacted at an annual general meeting shall be special with the exception of the consideration of the audited financial statements and audited group financial statements (if any) and the reports of the Directors and auditors, the re-election or appointment and the fixing of the fees of the Directors and the appointment and fixing of the remuneration of the auditors.

Business Meetings at

80. (1) In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint not more than two (2) proxies to attend, participate, speak and vote instead of him, and that a proxy need not be a Member.
- (2) Where a Member entitled to vote on a resolution has appointed a proxy, the proxy shall be entitled to vote on a show of hands, provided that he is the only proxy appointed by the Member.
- (3) Where a Member entitled to vote on a resolution has appointed more than one (1) proxy,
- (a) the proxies shall only be entitled to vote on a poll; and
- (b) the appointment shall not be valid unless he specifies the proportions of his holdings to be represented by each proxy.
- (4) In respect of Article 80(2), if a Member entitled to vote on a resolution has appointed more than one (1) proxy, the entitlement of those proxies to vote on a show of hands shall be in accordance with the Listing Requirements of the Exchange.

*Notice That Proxy is
Allowed*

81. The accidental omission to give notice of any meeting to, or the non-receipt of the notice of a meeting by, any Member shall not invalidate any resolution passed or the proceedings at any such meeting. *Omission to Give Notice*

PROCEEDINGS AT GENERAL MEETING

82. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person or by proxy shall be a quorum. For the purposes of this Article "Member" includes a person attending as a proxy or attorney or representing a corporation which is a Member. *No Business Unless Quorum*
83. If within half (1/2) an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of 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 to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half (1/2) an hour from the time appointed for holding the adjourned meeting, the Members present shall be a quorum. *Adjournment*
84. The Chairman (if any) of the Board of Directors or, in his absence, a Deputy Chairman (if any) shall preside as Chairman at every meeting. If there is no such Chairman or Deputy Chairman, or if at any meeting neither the Chairman nor a Deputy Chairman is present within ten (10) minutes after the time appointed for holding the meeting, or if neither of them is willing to act as Chairman, the Directors present shall choose one of their members, to act as Chairman, or if only one Director is present he shall preside as Chairman if willing to act. If no Director is willing to take the chair, the Members present and entitled to vote shall elect one of their Members to be Chairman. However, a proxy shall not be eligible for election as Chairman of the meeting. *Chairman*
85. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. *Adjournment with Consent of Meeting*

86. (1) If required by the applicable laws or Listing Requirements, all resolutions put to vote at any general meeting shall be determined by poll unless such requirement is waived. 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 demanded. The Company shall appoint at least one (1) scrutineer for the purposes of a poll in accordance with the applicable laws, and may, in addition to the power of adjourning meetings contained in Article 85 adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll. *Mandatory Polling*
- (2) The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices. 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.
- (3) 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.
87. Subject to Article 86, where a requirement to determine a resolution put to vote at the meetings of Members by poll is waived by the Exchange, a resolution put to vote at any general meeting 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: *Evidence of Passing of Resolutions*
- (a) by the Chairman;
- (b) by at least three (3) Members present in person or by proxy and entitled to vote thereat;
- (c) by any Member or Members present in person or by proxy and representing not less than ten per centum (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 holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ten per centum (10%) of the total paid up shares conferring that right.

Provided that no poll shall be demanded on the election of the Chairman of a meeting or on any question of adjournment. A proxy shall be entitled to vote on a show of hands on any question at any general meeting.

Unless mandatory polling is required under the applicable laws or a poll is duly demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried unanimously or with a particular majority or is lost, and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

88. Subject to Article 86 and the Act, if a poll is duly demanded, it 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 demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The Chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may, in addition to the powers of adjourning meetings contained in Article 85 adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.

How a Poll is to be Taken

89. In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is taken shall be entitled to a second or casting vote.

Chairman's Casting Vote

90. Subject to any rights or restrictions for the time being attached to any classes of shares at meetings of Members or classes of Members, each Member entitled to attend and vote at a meeting of the Company, or at a meeting of any class of Members, shall be entitled to appoint proxy or attorney or duly authorised representative to attend and vote instead of him at the meeting. There shall be no restriction as to the qualification of the proxy. A proxy or attorney or duly authorised representative appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to speak at the meeting.

Qualification and rights of proxy to speak and Voting rights on a show of hands and poll

On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who presents as a Member or a Member's representative or proxy or attorney and entitled to vote shall be entitled to one vote and on a poll every Member present in person or by proxy or attorney or representative shall have one vote for each share he holds.

91. Notwithstanding Article 90, a Member or proxy or attorney or authorised representative may vote by using various forms of electronic voting devices or by means of the Internet or other electronic means (“**Electronic Voting**”). The Directors shall be entitled to approve, from time to time, such procedures as they may deem appropriate to govern Electronic Voting in order to ensure the integrity of the vote. Any vote cast in such approved manner by any Electronic Voting shall be deemed to constitute a vote by the Member or proxy or attorney or authorised representative duly appointed for all purposes of this Constitution. *Electronic Voting*
92. When two (2) or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other as regards that share. If the Company is unable to determine which appointment was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting or poll concerned. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in this Constitution, but because of a technical problem it cannot be read by the Company. *Validity of Voting*
93. 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. *Shares of Different Monetary Denominations*
94. 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 and any person entitled under the Transmission of Securities Article hereof to transfer any shares may vote at any general meeting 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 Member of Unsound Mind and Person Entitled to Transfer*
95. Subject to Article 76, a Member shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid. No Member shall be entitled to be present or to vote on any resolution either as a Member or *Member Barred from Voting while Call Unpaid*

otherwise as a proxy, or attorney, or representative at any general meeting or demand a poll or be reckoned in the quorum in respect of any shares upon which calls are due and unpaid.

96. 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. *Time for Objection*

97. Where a Member of the Company is an Authorised Nominee it may appoint at least one (1) proxy but not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account. *Appointment of proxy*

98. Where a Member is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“omnibus account”), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds. *Appointment of Multiple Proxies*

An exempt authorised nominee refers to 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.

99. Where a Member or the authorised nominee appoints two (2) proxies, or where an exempt authorised nominee appoints two (2) or more proxies, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies. *Appointment of proxies by Member of the Company*

100. The instrument appointing a proxy and the power of attorney or other authority, if any, shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under Seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a Member. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. *Instrument Appointing Proxy to be in Writing*

PROXY FORM

101. The instrument appointing a proxy shall subject always to the Act and laws be in such form as the Directors may approve from time to time. *Form of Proxy*

102. (a) Subject to the Relevant Laws, Regulations and Guidelines, the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified *Instrument Appointing Proxy*

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 appointed 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.

- (b) Notwithstanding Article 102(a) above and subject to the Relevant Laws, Regulations and Guidelines and Articles 176 to 180, the Directors or any agent of the Company so authorised by the Directors, may accept the appointment of proxy received via electronic means on such terms and subject to such conditions as the Directors or the authorised agent of the Company consider fit. The appointment of proxy by electronic means shall be in such manner as is specified for that purpose in the notice convening the meeting and shall not be subject to the requirements of Article 102(a).

103. A vote given in accordance with the terms of an instrument of proxy or attorney or authority shall be valid, notwithstanding the previous death or unsoundness of mind of the appointing Member or the revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument or power is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

*Validity of Vote
Given under Proxy*

104. Subject to the Act, a corporation may by resolution of its directors or other governing body, if it is a Member, authorise such person as it thinks fit to act as its representative either at a particular meeting or at all meetings of the Company or of any class of Members, and a person so authorised shall in accordance with his authority and until his authority is revoked by the corporation be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member.

*Corporate
Representative*

If the corporation authorises more than one (1) 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 (1) of the representative was an individual member of the Company. However, if more than one (1) of the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.

DIRECTORS

105. All the Directors shall be natural persons and until otherwise determined by general meeting the number of Directors shall not be less than five (5) or more than thirteen (13). *Number of Directors*
106. At the first annual general meeting of the Company all the Directors shall retire from office at the conclusion of the meeting, and at the annual general meeting in every subsequent year, one third (1/3) of the Directors for the time being, or, if this number is not three (3) or a multiple of three (3), then the number nearest to one third (1/3), shall retire from office at the conclusion of the meeting PROVIDED ALWAYS that all Directors including Managing Director and Executive Directors shall retire from office once at least in every three (3) years, but shall be eligible for re-election. The Directors who retire in every year shall be those who have been longest in office since their last election, but as between the persons who became Directors on the same day, the Directors to retire shall be determined by lot unless they otherwise agree among themselves. *Retirement of Directors*
107. No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting unless a Member intending to propose him for election has, at least eleven (11) clear days before the meeting, left at the Office 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 of Directors shall be served on the Members at least seven (7) clear days prior to the meeting at which the election is to take place. *Notice of Candidate for Election as Director*
108. The Company at the meeting at which a Director so retires may fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at that meeting is put to the meeting and lost or some other person is elected a Director in place of the retiring Director, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected. A retiring Director shall be deemed to have offered himself for re-election unless he has communicated to the Company that he is unwilling to be re-elected. *Retiring Director Deemed to be Reappointed*
109. At any general meeting at which more than one (1) Director is to be elected, each candidate shall be the subject of a separate motion and vote unless motion for the appointment of two (2) or more persons as *Motion of Appointment of Directors*

Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it.

110. The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to retire from office. *Increase or Reduction of Number of Directors*
111. The Company may by ordinary resolution of which special notice is given in accordance with the Act remove any Director before the expiration of his period of office, and may if thought fit, by ordinary resolution appoint another Director in his stead. A person appointed as Director in place of a person removed under this Article shall be treated, for the purpose of determining the time at which the person or any Director is to retire, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed a Director. *Removal of Directors*
112. The Directors shall have power at any time, and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided that the total number of Directors shall not at any time exceed the maximum number fixed in accordance with this Constitution. Any Director so appointed shall hold office until the next annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting. *Power to Fill Vacancy or Add Directors*
113. The shareholding qualification for Directors may be fixed by the Company in general meeting and until so fixed no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend all general meetings of the Company. *Directors' Qualification*

REMUNERATION OF DIRECTORS

114. (1) The Directors shall be paid by way of fees for their services such fixed sum (if any) as shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. PROVIDED ALWAYS that: *Directors' Remuneration*
- (a) Fees payable to non-executive Directors of the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
- (b) Fees and any benefits payable to Directors shall be subject to annual Member's approval at a general meeting;

- (c) Any fee paid to an alternate director shall be agreed between himself and the Director nominating him and shall be paid out of the fees of the latter.
- (2) Salaries payable to executive Directors of the Company may not include a commission on or percentage of turnover.
- 115. (1) The Directors shall be paid all their traveling and other expenses properly and necessarily expended by them in and about the business of the Company including their traveling and other expenses incurred in attending board of Directors meetings of the Company as well as other expenses properly incurred by the Directors arising from the requirements imposed by the authorities to enable the Directors to effectively discharge their duties. *Reimbursement of Expenses*
- (2) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of profits or turnover) as may be determined by the Company in general meeting and such remuneration may be either in addition to or in substitution for his share in the remuneration from time to time provided for the Directors.

DISQUALIFICATION OF DIRECTORS

- 116. The office of a Director shall become vacant if the Director: *When Office of Director Deemed Vacant*
 - (a) resigns in accordance with Section 208(2) of the Act;
 - (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; or
- (g) 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 bribery, 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 five (5) years from the date of conviction or if sentenced to imprisonment, from the date of release from prison, as the case may be.

POWERS AND DUTIES OF DIRECTORS

117. The business and affairs of the Company shall be managed by or under the direction of the Directors who may pay all expenses incurred in promoting and registering the Company, and 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 general meeting, subject nevertheless, to any of this Constitution, to the provisions of the Act, and to such resolutions, being not inconsistent with this Constitution or the provisions of the Act as may be prescribed by the Company in general meeting but no resolution made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that resolution had not been made.
- Business Company Managed by Directors to be*
118. Subject to the Act and the Listing Requirements, the Directors shall not without the prior approval of the Company in general meeting:
- Limitations on Directors' Powers*
- (a) carry into effect any proposal or execute any transaction for the acquisition or disposal of assets (as defined under the Listing Requirements) by the Company or its subsidiaries;
 - (b) exercise any power of the Company to issue shares; and
 - (c) enter into any related party transaction (as defined under the

Listing Requirements) with a Director or major shareholder of the Company or its holding Company, or its subsidiary, or a person connected with such a Director or major shareholder.

119. (1) Subject to the Act and the Listing Requirements, the Directors may exercise all the powers of the Company to borrow and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, or its related corporations within the definition of Section 7 of the Act. *Directors' Borrowing*
- (2) The Directors shall not borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
120. The Directors may exercise all the powers of the Company to lend or advance any money; or guarantee, indemnify or provide collateral for a debt, to or in favour of any persons and corporations as permitted under the Act and Listing Requirements. *Provision of financial assistance*
121. The Directors may establish or arrange and maintain any contributory or non-contributory pension, superannuation fund or life assurance scheme for the benefit of, or pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependents of any such person. The Directors may also procure the establishment of or subscribe to any institution, association, clubs, trust or fund which they consider to be for the benefit of the Company or any such subsidiary or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses, and any director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in general meeting. *Power to Maintain Pension or Fund*
122. The Directors may exercise all the powers of the Company conferred by the Act in relation to any Official Seal for use outside Malaysia and in relation to branch registers. The Company's name and registration number as well as the words "Common Seal" and the place where it is to be used are engraved in legible romanised characters. *Power to Use Official Seal*

123. The Company may execute a document by affixing the Official Seal to the document where the affixing of the Official Seal is witnessed by: *Affixing the Official Seal*
- (a) two (2) Directors; or
 - (b) one (1) Director and one (1) Secretary; or
 - (c) one (1) Director and another person approved by the Directors for that purpose; or
 - (d) two (2) persons approved by the Directors for that purpose, and the person affixing Official Seal shall certify in writing on the deed or document to which the Official Seal is affixed the date and place it is affixed.
124. The Directors may from time to time by power of attorney under the Seal appoint any corporation, firm or person or 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 discretion (not exceeding those vested in or exercisable by the Directors under this Constitution) and which shall not be such that the Directors are divested of the control and management of the Company's affairs) and for such period and subject to such conditions as they may think fit, and any such power 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 delegate all or any of the powers, authorities and discretion vested in him. *Appointment of Attorneys*
125. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors may from time to time by resolution determine. *Signing of Cheques etc*
126. A Director shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company. *Directors to act honestly*
127. Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act or the Listing Requirements. *Directors to give notice*

128. Subject always to the Act and the Listing Requirements, a Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or 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 relationship thereby established. *Director may Hold Other Office*
129. Any Director may act by himself or his firm or corporation in a professional advisory services for the Company, and he or his firm or corporation shall be entitled to remuneration for professional advisory services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm or corporation to act as auditor of the Company. *Director may act in His Professional Advisory Capacity*

PROCEEDINGS OF DIRECTORS

130. The Directors may meet together as frequently as they think fit for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Director may at any time and the Secretary shall on the requisition of any of the Directors summon a meeting of the Directors. *Meeting of Directors*
131. Notice of every Directors' meeting shall be given to all Directors and their alternates. Except in the case of an emergency, reasonable notice of every Directors' meeting shall be given in writing and the notice of each Directors' meeting shall be served in the manner referred to in Articles 176 and 177 and the said Articles 176 and 177 shall apply mutatis mutandis to the service of notice of Directors' meeting on Directors as they apply to the service of notices on Members of the Company. *Notice of Directors' Meeting*
132. The quorum necessary for the transaction of the business of the Directors shall be at least three (3) Directors and a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under this Constitution vested in or exercisable by the Directors generally. For the purpose of this Article, an alternate director shall be counted in reckoning whether a quorum is present at every meeting of Directors attended by him at which he is entitled to vote. *Quorum of Meeting of Directors*

133. The Directors or members of any committee, local board or agency established pursuant to Article 146 hereof may hold its meeting by means of a conference telephone or similar communications equipment by which all members participating in the meeting are capable of hearing each other and each such member shall be counted for the purpose of reckoning whether a quorum is present. *Mode of Meetings*
134. The Directors may elect a Chairman from among themselves and determine the period for which he is to hold office, and if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be chairman of the meeting. *Chairman of Directors*
135. Subject to this Constitution, any question arising at any meeting of the Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote except where at the meeting only two Directors form the quorum or are competent to vote on the question at issue. *Votes by Majority and Chairman to have Casting Vote*
136. The remaining Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution as the necessary quorum of Directors, 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 general meeting of the Company, but for no other purposes. *Directors may act Notwithstanding Vacancy*
137. Every Director shall comply with the provisions of the Act in connection with the disclosure of his shareholding and interests in the Company or in a related corporation as well as his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly duties or interests might be created in conflict with his duty or interest as a Director of the Company. *Disclosure of Interest*
138. A Director shall not participate in any discussion and vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest or any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that company or as a holder of shares or other securities in that other company, unless otherwise provided under the Relevant Laws, Legislations and Guidelines (and if he shall do so his vote shall not be counted), but shall only be counted to make the quorum at the meeting. *Restriction on Voting*

for the purpose of considering any resolution regarding the said contract or proposed contract.

139. A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company, or whereat any decision is taken upon any contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 221 and all other relevant provisions of the Act and of this Constitution. *Relaxation of Restriction on Voting*
140. A Director may vote in respect of: *Power to Vote*
- (i) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
 - (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security.
141. A Director may be or become or continue to be a director, managing director, manager or other officer or member of or otherwise be interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director, managing director, manager or officer or member of, or from his interest in, such corporation whether as a nominee of the Company or otherwise, unless the Company otherwise directs at the time of his appointment. The Director may, provided that he has complied with Section 221 and all other relevant provisions of the Act and of this Constitution, exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors or other officers of such corporation) and Director may not vote in favour of the exercise of such voting rights in manner aforesaid, if *Directors may Become Directors of Other Corporations*

he may be, or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

ALTERNATE DIRECTOR

142. (1) Each Director shall have power from time to time to nominate any person to act as his alternate director and at his discretion remove such alternate director; but the appointment and removal of such alternate director shall not take effect until approved by a majority of the other Directors PROVIDED ALWAYS that such alternate director is not a Director, such alternate director does not act as alternate for more than one Director and any fee paid by the Company to an alternate director shall be deducted from that Director's remuneration. *Alternate Directors*
- (2) An alternate director shall (except as regards power to appoint an alternate director and remuneration) 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 meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present.
- (3) Any appointment or removal of an alternate director may be made in writing under the appointor's hand.
- (4) If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected), the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director. An alternate director may resign from office by notice in writing to the appointor and the Board.
- (5) A Director shall not be liable for the acts and defaults of any alternate director appointed by him. An alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him.
- (6) An alternate director shall not be counted for the purpose of reckoning maximum number of Directors allowed for the time being.
- (7) If any Director retires by rotation and is re-elected by the meeting or is, pursuant to this Constitution, deemed to be re-elected at the meeting at which such retirement took effect, any

appointment made by him as an alternate Director which was in force immediately prior to the appointer's retirement shall continue to operate after such re-election as if the appointer had not so retired.

MANAGING DIRECTORS

143. Subject to Article 106, the Directors may from time to time appoint any one (1) or more of their body to be managing Director or managing Directors, or a person performing the functions of a managing Director, by whatever name called and may vest in such managing Director or managing Directors the powers hereby vested in the Directors generally as they may think fit, but subject thereto such managing Director or managing Directors shall be subject to the control of the Board. *Managing Director*
144. A managing Director or deputy managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary or commission or participation in profits or otherwise or by any or all of these modes) but shall not include a commission on or percentage of turnover. *Remuneration of Managing Director*
145. A managing Director shall, while he continues to hold that office, be subject to retirement by rotation, and he shall, subject to provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director for any cause he shall ipso facto and immediately cease to be a managing Director. *Special Position of Managing Director*

COMMITTEES OF DIRECTORS

146. The Directors may establish any committees, local boards or agencies comprising one (1) or more persons for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretion vested in the Directors, with power to sub-delegate, and may authorise the member or members of any such committee or local board or agency 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, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby. *Power of Directors to Appoint Committees*

147. Subject to any rules and regulations made pursuant to Article 146, a committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present (if more than one) and in the case of an equality of votes the Chairman of the meeting shall have a second or casting vote except where at the meeting only two (2) members form the quorum or are competent to vote on the question at issue.

*Meeting
Committees* of

148. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the members present may choose one (1) of their numbers to be chairman of the meeting.

*Chairman
Committees* of

VALIDATION OF ACTS OF DIRECTORS

149. All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be Director or member of such committee and had been entitled to vote.

*Directors' Act to be
valid*

DIRECTORS' WRITTEN RESOLUTION

150. A resolution in writing signed or approved by all the Directors present in Malaysia and who are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted; provided that a Director may authorise his alternate director to sign such a resolution. All such resolutions shall be described as "Directors' Written Resolution" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by the Secretary in the Company's minutes book. Any such resolution may consist of several documents in like form, and may be accepted as sufficiently signed by one or more Directors if transmitted to the Company by any technology purporting to include a signature and/or an electronic or digital signature by the Director.

*Directors' Written
Resolution*

AUTHENTICATION OF DOCUMENTS

151. Any Director or the Secretary or any other person approved by the Directors for the purpose shall have power to authenticate any documents affecting the Constitution and any resolution passed by the Company or the Directors and any books, records, documents and

*Authentication of
Documents*

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 kept elsewhere than in the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

152. A document purporting to be a copy of a resolution of the Directors or an extract from resolutions and the minutes of a meeting of the Company or the written resolutions or minutes of a meeting of the Directors or any committee which is certified as such in accordance with the provisions of Article 151 shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute or written resolution so extracted is a true and accurate record of the resolutions or proceedings at a duly constituted meeting to which it relates.

*Conclusive Evidence
of Extract of
Minutes of
Meetings*

RESOLUTIONS, MINUTES AND REGISTER

153. The Directors shall cause:

*Resolutions and
Minutes*

- (a) all Directors' and committees' written resolutions;
- (b) all proceedings and resolutions of Board meetings and committees' meetings; and
- (c) all resolutions and proceedings of general meetings.

to be duly entered into the books kept for that purposes in accordance with the Act.

The records of resolutions passed by way of Directors' and committees' written resolutions or at the Board Meetings, committees' meetings and meetings of Members and signed in accordance with Section 343 of the Act and this Constitution are evidence of the proceedings, resolutions or declaration to which they relate, unless the contrary is proved.

154. The Company shall in accordance with the provisions of the Act keep at the Office a register containing such particulars with respect to the Directors and managers of the Company as are required by the Act, and shall from time to time notify the Registrar of any change in such register and of the date of change in manner prescribed by the Act.

*Particulars of
Directors and
Managers*

155. The books containing the minutes of proceedings of any general meeting shall be kept by the Company at the Office and shall be open to the inspection of any Member without charge.

*Minutes Kept at
Registered Office*

156. The Company shall also keep at the Office registers which shall be open to the inspection of any Member without charge and to any other person on payment for each inspection of not exceeding RM10.00 all such matters required to be so registered under the Act, and in particular: *Registers to be Kept*

- (a) a register of substantial shareholders and of information received in pursuance of the requirements under Sections 56 and 144 of the Act; and
- (b) a register of the particulars of each of the Directors' shareholdings and interests as required under Section 59 of the Act.

SECRETARY

157. The Secretary or Secretaries shall in accordance with the Act be appointed by the Directors for such terms, at such remuneration and upon such conditions as they think fit, and the Secretary or Secretaries appointed may be removed by the Directors from his office in accordance with the terms of appointment. A Secretary may resign by giving notice in writing to the Board in accordance with Section 237 of the Act. *Appointment and vacation of office of Secretary*

SEAL

158. (1) The Directors shall provide for the safe custody of the Seal which shall only be used pursuant to a resolution of the Directors, or a committee of the Directors authorised to use the Seal. Every instrument to which the Seal shall be affixed shall be signed by a Director and either by a second Director or by the Secretary or by another person appointed by the Directors for the purpose. *Authority for Use of Seal*
- (2) The Company may exercise the powers conferred by the Act with regard to having the Official Seal for use abroad, and such powers shall be vested in the Directors.
- (3) The Company may also have an Official Seal pursuant to Section 63 of the Act to seal Securities issued by the Company or documents creating or evidencing Securities so issued. The Official Seal for Securities shall be executed in the manner provided in Article 158(1).

ACCOUNTS TO BE KEPT AND FINANCIAL STATEMENTS

159. The Directors shall cause proper accounting and other records to be kept: *Keeping and Inspection of Books of Account*

- (i) to sufficiently explain the transactions and financial position of the Company, including its subsidiaries and enable true and fair profit and loss accounts and balance sheets and any documents required to be attached thereto to be prepared; and
- (ii) to enable the accounting and other records to be conveniently and properly audited.

The Company shall distribute copies of financial statements and reports for each financial year to the persons as required by the Act and no Member (not being a Director) shall have any right of inspecting any accounting or book or paper of the Company except where such right is conferred by law. Subject always to Section 245(5) of the Act, the accounting or other records of operations shall be kept at the Office or at such other place as the Directors think fit and shall always be open to inspection by the Directors.

- 160. The Directors shall from time to time in accordance with the Act cause to be prepared and laid before the Company in general meeting such financial statements and reports as are referred to in the Act. The interval between the close of a financial year of the Company and the issue of annual report that includes audited financial statements and the Directors' and auditors' reports shall not exceed two (2) months or such other period specified in the Listing Requirements as may be amended from time to time. *To Whom Copies of Financial Statements may be Sent*
- 161. Auditors shall be appointed and vacated office in accordance with provisions of the Act. The powers and duties of the Auditors are regulated under Sections 266 and 287 of the Act. *Auditors*

DIVIDENDS AND RESERVES

- 162. Subject to the provisions of the Act and this Constitution, the Company may make a distribution of dividends to Members, but no dividend shall exceed the amount authorised by the Directors. *Declaration of Dividends*
- 163. No dividend shall be paid otherwise than out of profits of the Company available provided that the Company is solvent. *Dividends to be paid out of profits available*
- 164. The Directors may, before authorising any distribution of dividend, set aside out of the profits of the Company such sums as they think proper as reserves which 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 any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward *Directors may Form Reserve Fund and Invest*

any profits which they may think prudent not to divide.

165. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions 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 that share shall rank for dividend accordingly. *Payment of Dividends*
166. The Directors may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him. *Deduction from Dividends*
167. The Directors may retain any dividend or other moneys payable on or in respect of a share other than fully paid shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. *Power to Retain Dividends*
168. The Directors may retain the dividends payable upon shares in respect of which any person is under the provision as to the transmission of shares herein entitled to become a Member, or which any person in under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same. *Dividends Due may be Retained until Registration*
169. All dividends unclaimed for one (1) year shall be surrendered to the Registrar of Unclaimed Moneys in accordance with the provisions of the Unclaimed Moneys Act, 1965. *Unclaimed Dividends*
170. Subject to the Act and the Listing Requirements, the Directors in authorising a distribution of dividend may direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in anyone or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, 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 all parties and may vest any such specified assets in trustees as may seem expedient to the Directors. *Manner of Realisation Dividend*
171. Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed *Payment by Cheque*

to the registered address of the Member or person entitled to such payment or paid via electronic transfer of remittance to the account payable to the order. Every such cheque or warrant or electronic transfer of remittance shall be made payable to the order of the person to whom it is sent or remitted, and the payment of any such cheque or warrant or electronic remittance shall operate as a good discharge to the Company in respect of the dividend, interest, or other money payable in cash represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon, or the instruction for the electronic transfer of remittance, has been forged. Every such cheque or warrant or electronic transfer of remittance shall be sent or remitted at the risk of the person entitled to the money thereby represented.

172. A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer PROVIDED that any dividend declared on Deposited Securities shall accrue to the Depositors whose names appear on the Record of Depositors issued to the Company or the Company's Registrar pursuant to the Rules for the purposes of determining the Depositors who are entitled to the dividend declared.

Transfer does not Affect Right to Dividend Declared before Registration

CAPITALISATION OF PROFITS

173. Subject to the Act and the Listing Requirements, the Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the income statement or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.

Capitalisation of Profits by Bonus Issue etc.

174. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all issuance and allotments of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of shares or debentures in fractions or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in

Directors' Duties and Powers in Capitalisation

fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may requires) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

LANGUAGE

175. Where any financial statements, minutes books or other records required to be kept by the Act are not kept in Bahasa Malaysia or English language, the Directors shall cause a true translation of such financial statements, minutes books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original financial statements, minutes books and other records for so long as the original financial statements, minute books and other records are required by the Act to be kept. *Translation*

COMMUNICATION

176. (a) The communication between the Company and the following persons ("**Persons**"): *Service of Notices*
- (aa) Members;
 - (bb) Directors; and/or
 - (cc) Auditors,
- on the matters relating to resolutions, supply of information or documents or otherwise whether for the purposes of complying with the Act, the Listing Requirements or otherwise may be:
- (i) in hard copy;
 - (ii) in electronic form; or
 - (iii) partly in hard copy and partly in electronic form.
- Subject to the provisions of the Act and Listing Requirements, the information or documents stated herein include, among others, the following:
- (A) In respect of the Members or holders of Securities,

- notices of meetings of Members or holders of Securities, instrument appointing a proxy, voting slips, annual reports, audited financial statements, circular to shareholders, notices to holders of Securities, prospectus, information memorandum, statements, publication of the Company and all other written communications;
- (B) In respect of the Directors, notices of meetings of Board and Board committees, notices of meetings of Members or holders of Securities, annual reports, audited financial statements, circular to shareholders, notices to holders of Securities, other documents relating thereto, publication of the Company and all other written communications; and/or
- (C) In respect of the Auditors, notices of meetings of Members or holders of Securities, annual reports, audited financial statements, and all other written communications.
- (b) A communication in hard copy shall be valid if it is given to any of the Persons in the following manners (whichever is applicable):
- (i) by post;
 - (ii) by hand delivery, or, by post at the last known address;
 - (iii) by facsimile; and/or
 - (iv) advertised in the daily press.
- (c) A communication in electronic form shall be valid if it is given to any of the Persons in the following manners (whichever is applicable):
- (i) at an electronic address provided for that purpose;
 - (ii) by electronic means at the last known electronic address provided;
 - (iii) by means of publication on the Company's website provided that a notification of the publication of such item or material being communicated on the website has been given to the Persons in hard copy and/or

electronic form in accordance with the Act and the Listing Requirements; or

(iv) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication of such item or material being communicated on the electronic platform has been given to the Persons in hard copy and/or electronic form in accordance with the Act and the Listing Requirements.

(d) A communication partly in hard copy and partly in electronic form of any communication in the manner stipulated in sub-Articles 176(a) to (c) above.

(e) The address (including electronic address):

(i) of a Member appearing in the Record of Depositors or Register of Members;

(ii) of a Director appearing in the Register of Directors; or

(iii) provided by the Member or the Director or the Auditors to the Company for purposes of communication with him,

shall be deemed as the last known address of the Member or Director or Auditors for purposes of communication including but not limited to service of notices and/or documents to the Member or Director or Auditors respectively.

177. (a) Any item or material being communicated by the Company shall be deemed to have been served by the Company to the Director, a Member or Auditors on the day the prepaid letter, envelope or wrapper containing such item or material is posted.

*When
Effected* *Service*

In proving service by post it shall be sufficient to prove that the letter containing the notice or document or material was properly addressed and stamped and put into a government post box or delivered to the postal authority for delivery.

In providing service by facsimile it shall be deemed to be effective at the time of despatch with confirmed answerback of the addressee appearing at the beginning and end of the communication.

Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

- (b) A communication in electronic form sent to the Director or Member or Auditors by electronic means shall be deemed to be served upon transmission of the same to the electronic address of the addressee provided that the Company has record of the electronic communication being sent and does not receive an automated delivery failure notice after the communication has been transmitted. In the event of delivery failure, a communication shall be delivered to the Members, Directors or Auditors by any other means of communication allowed under this Constitution.
- (c) A communication by means of publication on a website shall be deemed to be served upon when the material was first made available on the website.
- (d) A communication via electronic platform maintained by the Company or third parties shall be deemed to be served on the date the item or material being communicated was first made available thereto provided that the notification of the publication or availability of the item or material being communicated on the relevant electronic platform has been given to the Members, Directors or Auditors whether in hard copy and/or electronic form in accordance with the Act and/or the Listing Requirements.

178. A notice or documents required to be sent to Members may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, if any, within Malaysia supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been if the death or bankruptcy had not accrued. Every person who, by operation of law, transfer, transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address being entered in the Record of Depositors as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share.

*Notice in Case of
Death or
Bankruptcy*

179. Subject always to the provisions of Article 176 any notice or document delivered or sent in accordance with Article 176 shall, if such Member be then deceased, and whether or not the Company has notice of his death,

*Service of Notices
on Deceased
Member*

be deemed to have been duly served on his legal personal representatives.

180. (1) Notice of every general meeting shall be given in a manner hereinbefore specified to:
- (i) every Member;
 - (ii) every person entitled to a share in consequence of the death or bankruptcy or in case of a corporation, upon liquidation, of a Member who, but for his death or bankruptcy or liquidation, would be entitled to receive notice of the meeting;
 - (iii) the auditors for the time being of the Company;
 - (iv) every Director; and
 - (v) every stock exchange upon which the Company's shares may be listed.
- (2) Except as aforesaid no other person shall be entitled to receive notices of general meeting.
- (3) Whenever any notice is required to be given under the provisions of the law of Malaysia or of this Constitution, waiver thereof or the shortening of the period of such notice, may be effectively executed in writing by the person or persons entitled to such notice.
- (4) Any notice on behalf of the Company or of the Directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company.

*Who may Receive
Notice of General
Meeting*

WINDING UP

181. Subject to the Act, the Company may be dissolved by a special resolution in a general meeting. If the Company is wound up the liquidator may after the payment or satisfaction of all liabilities of the Company including preferential payments under the Act, with the sanction of a special resolution of the Company, divide amongst the Members 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

*Distribution of
Assets*

upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, think fit, so that no Member shall be compelled to accept any shares or other securities whereon therein any liability.

182. Save that this Article may prejudice the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:

Sharing of Loss and Excess

- (a) 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 at the commencement of the winding-up, on the shares held by them respectively; and
- (b) 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.

SECURITY CLAUSE

183. Save as may be 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 respecting any detail of the Company's business or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Members of the Company to communicate to the public.

Secrecy

INDEMNITY

184. Every Director, Managing Director, agent, auditor, Secretary and other officer (as defined in the Act) for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by Court in respect of any negligence, default, breach of duty or breach of trust as such officer of the Company.

Indemnity

EFFECT OF LISTING REQUIREMENTS

185. (1) Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done. *Effect of Listing Requirements*
- (2) Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.
- (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).
- (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.
- (5) If the Listing Requirements require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision.
- (6) If any provision of this Constitution is or become inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

