

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

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

Bursa Malaysia Securities Berhad ("**Bursa Securities**") has not perused the contents of this Circular pertaining to the Proposed Adoption (as defined in this Circular) prior to its issuance as it is prescribed as an exempt circular pursuant to Practice Note 18 of the Main Market Listing Requirements of Bursa Securities.

Bursa Securities takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.



## **CIRCULAR TO SHAREHOLDERS**

### **IN RELATION TO THE**

### **PROPOSED ADOPTION OF NEW CONSTITUTION OF THE COMPANY**

The resolution pertaining to the above proposal will be tabled as Special Business at the Forty-Ninth Annual General Meeting of the Company ("**49<sup>th</sup> AGM**") or at any adjournment thereof. Notice of the 49<sup>th</sup> AGM and the Proxy Form are set out in the Company's Annual Report 2017, which is being despatched together with this Circular. The details of the 49<sup>th</sup> AGM are as follows:

Date and time of the 49 <sup>th</sup> AGM	: Friday, 27 April 2018 at 10.00 a.m. or at any adjournment thereof
Venue of the 49 <sup>th</sup> AGM	: Ballroom 1 & 2, InterContinental Kuala Lumpur, 165, Jalan Ampang, 50450 Kuala Lumpur, Malaysia
Last date and time for lodging the Proxy Form	: Wednesday, 25 April 2018 at 10.00 a.m.

If you are unable to attend and vote at the 49<sup>th</sup> AGM, you may appoint a proxy or proxies to attend and vote on your behalf. If you wish to do so, you must complete, sign and deposit the Proxy Form with the Company's Share Registrar, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia by Wednesday, 25 April 2018 at 10.00 a.m., or in the event the 49<sup>th</sup> AGM is adjourned, not less than twenty-four (24) hours before the time appointed for the taking of the poll at the adjourned 49<sup>th</sup> AGM. The lodging of the Proxy Form will not preclude you from attending and voting in person at the 49<sup>th</sup> AGM should you subsequently wish to do so.

This Circular is dated 29 March 2018

## DEFINITIONS

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The following definitions shall apply throughout this Circular unless the context requires otherwise:

49 <sup>th</sup> AGM	: Forty-Ninth Annual General Meeting of the Company
Act	: Companies Act, 2016
Board	: Board of Directors of MISC
Bursa Securities	: Bursa Malaysia Securities Berhad
Circular	: This circular to the shareholders of MISC dated 29 March 2018 in relation to Proposed Adoption
Constitution	: Constitution of MISC
Directors	: Directors of MISC
Listing Requirements	: Main Market Listing Requirements of Bursa Securities
M&A	: Existing Memorandum and Articles of Association of MISC
Main Market	: Main Market of Bursa Securities
MISC or Company	: MISC Berhad
MISC Group	: Collectively, MISC and its subsidiaries
Proposed Adoption	: Proposed adoption of new Constitution of the Company

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

Any reference to any enactment in this Circular is a reference to that enactment as amended or re-enacted from time to time.

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

All references to “**you**” and “**your**” in this Circular are to the shareholders of MISC, unless the context otherwise requires.

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#### **Registered Office**

Level 25, Menara Dayabumi  
Jalan Sultan Hishamuddin  
50050 Kuala Lumpur  
Malaysia

29 March 2018

#### **Board of Directors**

Dato' Ab. Halim Mohyiddin (*Chairman and Independent Non-Executive Director*)  
Yee Yang Chien (*President/Chief Executive Officer and Non-Independent Executive Director*)  
Datuk Manharlal Ratilal (*Non-Independent Non-Executive Director*)  
Datuk Nasarudin Md Idris (*Independent Non-Executive Director*)  
Lim Beng Choon (*Independent Non-Executive Director*)  
Dato' Sekhar Krishnan (*Independent Non-Executive Director*)  
Mohd Yusri Mohamed Yusof (*Non-Independent Non-Executive Director*)  
Liza Mustapha (*Non-Independent Non-Executive Director*)

#### **To: The Shareholders of MISC**

Dear Sir/Madam,

#### **PROPOSED ADOPTION OF NEW CONSTITUTION OF THE COMPANY**

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##### **1. INTRODUCTION**

On 29 March 2018, the Company announced to Bursa Securities that it will seek shareholders' approval for the Proposed Adoption.

**The purpose of this Circular is to provide you with details of the Proposed Adoption and to seek your approval on the Special Resolution pertaining to the Proposed Adoption, to be tabled at the forthcoming 49<sup>th</sup> AGM.**

**You are advised to read and consider carefully the contents of this Circular before voting on the Special Resolution pertaining to the Proposed Adoption to be tabled at the forthcoming 49<sup>th</sup> AGM. An extract of the Notice of the 49<sup>th</sup> AGM is enclosed in this Circular for your ease of reference.**

##### **2. DETAILS OF THE PROPOSED ADOPTION**

The Board proposed for the Company to revoke its M&A in its entirety with immediate effect and in place thereof, adopt a new Constitution, taking into account the Act which came into effect from 31 January 2017 and in line with the Listing Requirements.

A copy of the new Constitution proposed to be adopted is set forth in the **Appendix II** of this Circular.

**3. RATIONALE FOR THE PROPOSED ADOPTION**

The Proposed Adoption is primarily for the purposes of streamlining the M&A to be in line with the Act which was implemented with effect from 31 January 2017 and the Listing Requirements.

The Board proposes the adoption of a new Constitution as the amendments required to be made are numerous and would entail substantial amendments to the M&A.

**4. EFFECTS OF THE PROPOSED ADOPTION**

The Proposed Adoption will not have any effect on the share capital of the Company and shall not have any material effect on the substantial shareholdings, net assets, gearing and earnings per share of the MISC Group.

**5. APPROVAL REQUIRED**

The Proposed Adoption is subject to your approval at the forthcoming 49<sup>th</sup> AGM by way of a Special Resolution.

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

None of the Directors and major shareholders of MISC and/or persons connected to them has any interest, direct or indirect, in the Proposed Adoption.

**7. DIRECTORS' RECOMMENDATION**

The Board, having considered all aspects of the Proposed Adoption, is of the opinion that the Proposed Adoption is in the best interest of the Company, and accordingly recommends you to vote in favour of the Special Resolution pertaining to the Proposed Adoption to be tabled at the forthcoming 49<sup>th</sup> AGM.

**8. THE 49<sup>TH</sup> AGM**

The 49<sup>th</sup> AGM will be held at Ballroom 1 & 2, InterContinental Kuala Lumpur, 165, Jalan Ampang, 50450 Kuala Lumpur, Malaysia on Friday, 27 April 2018 at 10.00 a.m. or at any adjournment thereof, for the purposes of considering and, if though fit, approving, *inter alia*, the Special Resolution pertaining to the Proposed Adoption. An extract of the Notice of the 49<sup>th</sup> AGM is enclosed in this Circular.

If you are unable to attend and vote at the 49<sup>th</sup> AGM, you may appoint a proxy or proxies to attend and vote on your behalf. If you wish to do so, please complete, sign and return the Proxy Form set out in the Company's Annual Report 2017 according to the instructions printed on it. The completed Proxy Form must be deposited with the Company's Share Registrar, Symphony Share Registrars Sdn. Bhd. at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia by Wednesday, 25 April 2018 at 10.00 a.m., or in the event the 49<sup>th</sup> AGM is adjourned, not less than twenty-four (24) hours before the time appointed for the taking of the poll at the adjourned 49<sup>th</sup> AGM, and in default the Proxy Form shall not be treated as valid.

## **9. FURTHER INFORMATION**

Shareholders are advised to refer to the attached Appendices of this Circular for additional information.

Yours faithfully  
For and on behalf of the Board of  
**MISC BERHAD**

**DATO' AB. HALIM MOHYIDDIN**  
Chairman and Independent Non-Executive Director

**ADDITIONAL INFORMATION**

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**1. RESPONSIBILITY STATEMENT**

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

**2. DOCUMENT AVAILABLE FOR INSPECTION**

A copy of the M&A is available for inspection at the registered office of the Company during normal business hours from the date of this Circular up to and including the date of the 49<sup>th</sup> AGM.

**THE COMPANIES ACT 2016**  
**MALAYSIA**

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**PUBLIC COMPANY LIMITED BY SHARES**

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**CONSTITUTION**

**OF**

**MISC BERHAD**

**Company No. 8178-H**

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**Incorporated on the 6<sup>th</sup> day of November 1968**

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# COMPANIES ACT 2016

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## CONSTITUTION OF MISC BERHAD

### COMPANY LIMITED BY SHARES

#### 1.0 Interpretation

##### 1.1 In this Constitution -

**"the Act"** means the Companies Act 2016 and any statutory modification, amendment or re-enactment thereof for the time being in force;

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

**"Board Audit and Risk Committee"** means the audit committee appointed in accordance with the regulations or requirements prescribed by the Exchange from time to time and includes any modification or amendment to the name of such committee by the Directors in accordance with this Constitution;

**"Authorised Nominee"** means a person who is authorised to act as nominee as specified under the Central Depository Rules;

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

**"the Board"** means the Directors of the Company who number not less than the required quorum acting as a board of directors;

**"Book Closing Date"** means the specified time and date set by the Company for the purpose of determining persons entitled to dividends, interest, or new Securities, or rights to a priority of application of issues of Securities or other distributions;

**"Central Depositories Act"** means the Securities Industry (Central Depositories) Act 1991;

**"Central Depository"** means the Malaysian Central Depository Sdn Bhd;

**"Central Depository Rules"** means the Rules of the Central Depository;

**"Commission"** means the Securities Commission Malaysia established under Section 3 of the Securities Commission Malaysia Act 1993;

**"the Company"** means MISC Berhad;

**"common seal"** means the common seal of the Company, if any;

**"Constitution"** means this Constitution, as originally framed or as amended from time to time;

**"Convertible Securities"** means Securities which are convertible or exercisable by the holder, or automatically, by their terms of issue, into shares or stocks;

**"Depositor"** means a holder of a Securities Account;

**"Deposited Security"** means a security standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense;

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

**"Exchange"** means Bursa Malaysia Securities Berhad or such other name as may from time to time be altered to in accordance with its constitution and/or the provisions of the Act;

**"Foreign Ownership Regulations"** mean Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996;

**"Foreigners"** means -

- (i) an individual who is not a citizen of Malaysia;
- (ii) a body, corporate or unincorporated, which is incorporated or constituted as the case may be, outside Malaysia;
- (iii) a trustee administering a trust which is constituted under any foreign law;
- (iv) a trust corporation which is incorporated under any foreign law;
- (v) a society including a co-operative society or any other institution, which is constituted, registered or incorporated under any foreign law;
- (vi) a nominee company incorporated in Malaysia which:
  - a. is identified with the word "*Asing*" in its name; and
  - b. performs the services of a nominee, agent or trustee solely for or on behalf of legal or beneficial owners of Securities who are foreigners; or
- (vii) a company, other than a company described under paragraph (vi), which is incorporated in Malaysia and any one of the persons or a combination of persons referred to in paragraph (i), (ii), (iii), (iv), or (v) is entitled to exercise or control the exercise of more than fifty per centum of the voting rights of the Company;

**"General Meeting"** means a general meeting of the Company as defined under Rules 18.1 and 18.2 of this constitution;

**"Independent Director"** means a Director as defined under the Listing Requirements;

**"Listing Requirements"** means the Main Market Listing Requirements or Rules of the Exchange including any amendment to the Main Market Listing Requirements that may be made and such practice notes or circulars as may be issued by the Exchange from time to time;

**"Market Day"** means any day between Mondays and Fridays which is not a market holiday of the Exchange or public holiday;

**"member"** means any person/persons for the time being holding shares in the Company and whose names appear in the Register (except the Malaysian Central Depository Nominees Sdn Bhd) and, subject to the provisions of the Foreign Ownership Regulations, depositors whose names appear on the Record of Depositors but shall exclude the Central Depository or its nominee company in whose name the Deposited Security is registered;

**"Month"** means calendar month;

**"Office"** means the registered office in Malaysia for the time being of the Company;

**"Ordinary Resolution"** and **"Special Resolution"** shall have the meanings assigned thereto under Sections 291 and 292 of the Act respectively, and any statutory modification, amendment or re-enactment thereof for the time being in force;

**"Preference Share"** means the one (1) Preference Share which may be held only by or transferred only to the Preference Shareholder;

**"Preference Shareholder"** means the Minister of Finance (Incorporated) or its successors or any Minister, representative or any person acting on behalf of the Government of Malaysia;

**"Record of Depositors"** means a record provided by the Central Depository to the Company under chapter 24.0 of the Central Depository Rules;

**"Register"** means the register of members maintained by the Company pursuant to section 50 of the Act, and where applicable includes a branch register maintained pursuant to section 53 of the Act;

**"Registrar"** means the person designated as the registrar for the purposes of the Act under section 20A(1) of the Companies Commission of Malaysia Act 2001;

**"Rights and obligations"** mean all the rights, benefits, powers, privileges, liabilities, duties and obligations under subregulation 6(1) of the Foreign Ownership Regulations;

**"Rule"** means a rule contained in this Constitution;

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

**"Securities"** include shares, debentures, stocks, or bonds issued or proposed to be issued and includes any right, option or interest in respect thereof;

**"Securities Account"** means an account established by a central depository for a depositor for the recording or withdrawal of Securities and for dealing in such Securities by the depositor.

1.2 In this Constitution –

1.2.1 words importing one gender include all genders;

1.2.2 words importing a singular number include the plural number and vice versa;

1.2.3 words importing a person include a company, a body corporate, an unincorporated association or partnership;

1.2.4 unless the contrary intention appears, expressions referring to writing are construed as including printing, lithography, photography, any electronic means which can be recorded in a permanent form and any other means of representing or reproducing words in a visible form;

1.2.5 words or expressions used in this Constitution shall, unless otherwise defined herein, be interpreted in accordance with the provisions of the Act and the Interpretation Acts 1948 and 1967 as in force at the date on which this Constitution become binding on the Company.

1.3 Section and sub-section headings are included for convenience of reference and do not affect the construction of this Constitution.

1.4 The replaceable rules contained in the Act shall apply to the Company unless they are replaced by a Rule in this Constitution.

## **2.0 Status and capacity**

### *Status*

- 2.1 The Company is a body corporate and shall –
  - 2.1.1 have a legal personality separate from that of its members; and
  - 2.1.2 continue in existence until it is removed from the register maintained by the Registrar.
- 2.2 The Company is a public company limited by shares. Accordingly –
  - 2.2.1 the liability of each member is limited to –
    - (a) the amount which remains unpaid on that member's shares;
    - (b) any liability expressly provided for in this Constitution; and
    - (c) any liability as provided for under the Act.

### *Capacity*

- 2.3 The Company is capable of exercising all functions of a body corporate and has the full capacity to carry on any business or activity including –
  - 2.3.1 to sue and be sued;
  - 2.3.2 to acquire, own, hold, develop or dispose of any property;
  - 2.3.3 to do any act which it may do or, enter into any transaction.
- 2.4 The Company has the full rights, powers and privileges for the purposes specified in Rule 2.3.

## **3.0 Share capital**

### *Rights in respect of shares*

- 3.1 Shares in the Company may –
    - 3.1.1 be issued in different classes;
    - 3.1.2 be redeemable in accordance with the Act;
    - 3.1.3 confer preferential rights to distributions of capital or income;
    - 3.1.4 confer special, limited or conditional voting rights; or
    - 3.1.5 not confer voting rights.
- If the Company proposes to issue any of the classes of shares referred to in Rule 3.1.1 to Rule 3.1.5, it shall state in this Constitution –
- (a) that the Company's share capital is divided into different classes of shares; and
  - (b) the voting rights attached to shares in each class.
- 3.2 Unless otherwise specified in this Constitution or in accordance with the terms on which the share is issued, a share in the Company, other than a preference share, confers on the holder–
    - 3.2.1 the right to attend, participate and speak at a General Meeting;

- 3.2.2 the right to vote on a show of hands on any resolution of the Company;
- 3.2.3 the right to one (1) vote for every share on a poll on any resolution of the Company;
- 3.2.4 the right to an equal share in the distribution of surplus assets of the Company; and
- 3.2.5 the right to an equal share in dividends authorised by the Board.

*Issue of shares*

- 3.3 Subject to the provisions of the Act and this Constitution, the Directors may issue shares in the Company on such terms and conditions and at such time and consideration and with such preferred, deferred, or other special rights, restrictions or exclusions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors may determine. The exercise of the aforesaid rights shall be without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares.
- 3.4 Subject to Rule 3.5, the Directors shall not exercise any power to –
  - 3.4.1 allot shares in the Company;
  - 3.4.2 grant rights to subscribe for shares in the Company;
  - 3.4.3 convert any Securities into shares in the Company; or
  - 3.4.4 allot shares under an agreement or option or offer,
 unless the prior approval by way of ordinary resolution has been obtained.
- 3.5 The requirement in Rule 3.4 shall not apply to –
  - 3.5.1 an allotment of shares or grant of rights pursuant to an offer made to members of the Company in proportion to the members' shareholdings;
  - 3.5.2 an allotment of shares or grant of rights pursuant to a bonus issue of shares to members of the Company in proportion to the members' shareholdings;
  - 3.5.3 an allotment of shares to a promoter of the Company that the promoter has agreed to take; or
  - 3.5.4 shares which are to be issued as consideration or part consideration for the acquisition of shares or assets by the Company and the members of the Company have been notified of the intention to issue the shares at least fourteen (14) days before the issue of the shares.
- 3.6 For the purposes of Rule 3.5.4, members of the Company are deemed to have been notified of the Company's intention to issue shares if –
  - 3.6.1 a copy of the statement explaining the purpose of the intended issue of shares has been sent to every member at his last known address according to the Register; and
  - 3.6.2 the copy of the statement has been advertised in one (1) widely circulated newspaper in Malaysia in the national language and one (1) widely circulated newspaper in Malaysia in the English language.

- 3.7 Subject to the Listing Requirements, that notwithstanding the existence of a resolution issued pursuant to Section 75 of the Act, the Company shall not issue any shares or Convertible Securities if the nominal value of those shares or Convertible Securities, when aggregated with the nominal value of any such shares or Convertible Securities issued during the preceding 12 months, exceeds 10% of the nominal value of the issued and paid-up capital of the listed company, unless shareholders in General Meeting have approved of the precise terms and conditions of the proposed issue. In working out the number of shares or Convertible Securities that may be issued by the Company, if the security is a Convertible Security, each such Security is counted as the maximum number of shares into which it can be converted or exercised.
- 3.8 Subject to the provisions of the Act, the Central Depositories Act, the Listing Requirements and the Central Depository Rules, the Company shall allot shares and despatch notices of allotment to the allottees and make an application for the quotation of such Securities within the stipulated time frame as may be prescribed by the Exchange. Save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, all new issues of shares or Securities for which listing is sought shall be made by way of crediting the Securities Accounts of the allottees with such shares or Securities, and for this purpose, the Company shall notify the Central Depository of the names of the allottees and all such particulars required by the Central Depository, to enable the Central Depository to make the appropriate entries in the Securities Accounts of such allottees.

*Redeemable and preference shares*

- 3.9 The Preference Share may be held only by or transferred only to the Minister of Finance (Incorporated) or its successors or any Minister, representative or any person acting on behalf of the Government of Malaysia. The Preference Shareholder or any person acting on behalf of the Preference Shareholder shall be entitled to receive notice of and to attend and speak at all General Meetings or any other meeting of any class of shareholders of the Company, but the Preference Share shall carry no right to vote nor any other rights at any such meeting.
- 3.10 Each of the following matters shall be deemed to be a variation of the rights attaching to the Preference Share and shall accordingly only be effective with the consent in writing of the Preference Shareholder -
- 3.10.1 The amendment, or removal, or alteration of the effect of all or any of the following Rules -
- definitions of "Preference Share" and "Preference Shareholder" in Rule 1.1 and Rule 3.9;
- 3.10.2 A proposal for the voluntary winding up or dissolution of the Company;
- 3.10.3 The creation or issue of any shares with voting rights not identical to those of ordinary shares, and which when aggregated with all other shares carrying rights to cast on a poll ten per centum (10%) or more of the total voting rights of all members having the right to vote at General Meetings of the Company.
- 3.10.4 Any disposal by any company in the Group (which in this Rule means the Company and its subsidiaries for the time being) of vessels which are mortgaged to the Government.
- 3.10.5 Any disposal of assets which, because of its size, is required by the Exchange or any other exchange on which the Company's shares are listed to be subject to approval by the Company in General Meeting.
- 3.11 The Company shall not allot any preference shares or convert any issued shares into preference shares unless the rights of the shareholders with respect to repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividend in relation to other shares or other classes of preference shares are set out in this Constitution.

- 3.12 Subject to the Act, the provision of these Rules and the requirements of the Exchange, the Company shall have power to issue preference shares on such terms and conditions and carrying such rights or restrictions as the Company may determine. The Company shall not, unless with the consent of existing preference shareholders at a class meeting, issue preference shares ranking in priority to the preference shares already issued but may issue preference shares ranking equally therewith.

*Right of pre-emption*

- 3.13 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act and the provisions of these Rules, the shares of the Company shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons and on such terms and conditions with such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting, return of capital and with full power to give to any person the call on any shares during such time and for such consideration as the Directors determine, PROVIDED ALWAYS -

3.13.1 the Company shall not issue shares to transfer controlling interest without prior approval of shareholders in a General Meeting;

3.13.2 no Director shall participate in an issue of shares to employees unless shareholders in General Meeting have approved of the specific allotment to be made to such Director and unless he holds office in an executive capacity;

3.13.3 the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating the same; and

3.13.4 the holding of the Preference Share shall not entitle the Preference Shareholder to be paid any dividend but shall rank in a winding up as regards to return of capital in priority to the ordinary share capital.

- 3.14 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 shares or Securities 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 Rule.

- 3.15 The Company may, by Ordinary Resolution, where the shares of the Company are separately listed and/or quoted on any stock exchange, merge such separate listing and/or quotation of the shares so as to have a single listing and/or quotation of the Shares of the Company without having to pay any form of compensation to any of the shareholders for the share price differential of the local or foreign listed and/or quoted share, as the case may be, or being liable for losses, if any, arising from or in connection with such merger.

#### **4.0 Variation of class rights**

- 4.1 If the share capital is divided into different classes of shares, the rights attached to any class may be varied by a written consent representing not less than seventy five per centum (75%) of the total voting rights of the shareholders in that class, or by a special resolution passed by shareholders in that class sanctioning the variation.



4.2 For the purposes of Rule 4.1 –

- 4.2.1 any amendment of a provision contained in the Constitution for the variation of the rights attached to a class of shares or the rights of a class of members, or the insertion of any such provision into the Constitution, is itself to be treated as a variation of those rights;
- 4.2.2 references to the variation of rights attached to a class of shares or the rights of a class of members include an abrogation of those rights; and
- 4.2.3 the issue by the Company of any preference shares ranking equally with existing preference shares issued by the Company shall be deemed to be a variation of the rights attached to those existing preference shares unless the issue of preference shares was authorised by the terms of issue of the existing preference shares or by this Constitution in force at the time the existing preference shares were issued.

4.3 The provisions of the Act and this Constitution relating to General Meetings shall apply to a meeting of holders of a class of shares convened to sanction a variation of class rights but the quorum shall be –

- 4.3.1 for a meeting other than an adjourned meeting, two (2) persons present holding at least one-third (1/3) of the number of issued shares of that class; and
- 4.3.2 for an adjourned meeting, one (1) person present holding shares of such class.

4.4 For the purposes of Rule 4.3, where a person is represented by a proxy or proxies, he is treated as holding only the shares held in respect of which the proxy or proxies are authorised to exercise voting rights.

4.5 At a variation of class rights meeting, any holder of shares of such class or any member present in person or by proxy, as the case may be, may demand a poll.

4.6 A variation of class rights shall take effect in accordance with the Act.

**5.0 Payment of commission and brokerage**

5.1 The Company may apply all or any of its shares or cash, either directly or indirectly, in payment of commission to a person for the purpose of subscribing or agreeing to subscribe or procuring or agreeing to procure subscribers for shares of the Company in the manner authorised under the Act. The commission payable shall –

- 5.1.1 not exceed the amount or rate stipulated in the Act; and
- 5.1.2 be disclosed in the manner required by the Act.

5.2 The provisions of Rule 5.1 apply *mutatis mutandis* to the payment of brokerage by the Company except that the restriction set out in Rule 5.1.1 shall not apply to brokerage.

**6.0 Payment of interest out of capital**

6.1 Where any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to approval of a court of competent jurisdiction and to the conditions and restrictions set out in the Act, pay interest or returns on the amount of such capital as is for the time being paid up and charge the interest or returns paid to share capital as part of the cost of construction works or buildings or the provision of the plant, as the case may be.

## **7.0 Lien on shares and dividends**

- 7.1 The Company's lien on shares and share dividends from time to time declared in respect of such shares shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the member or deceased member.
- 7.2 The Company may sell any share over which it has a lien in such manner as the Directors think appropriate.
- 7.3 The Company may not sell any shares under Rule 7.2 unless –
- 7.3.1 a sum in respect of which the lien exists is presently payable; and
- 7.3.2 fourteen (14) days have expired from a written notice given to the registered holder of the share, or the person entitled to the share by reason of death or bankruptcy of the registered holder, stating and demanding payment of the amount in respect of which the lien exists as is presently payable.
- 7.4 For the purpose of giving effect to any sale under Rule 7.2, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares who shall be registered as the shareholder comprised in any such transfer.
- 7.5 The title of the purchaser to the shares sold under Rule 7.2 shall not be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 7.6 The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and any residue shall be paid to the person entitled to the shares at the date of the sale, subject to a similar lien for sums not presently payable which exists over the shares before the sale.

## **8.0 Calls on shares**

- 8.1 The Directors may make calls upon the shareholders in respect of any money unpaid on the shares of the shareholders and not by the conditions of allotment of those shares made payable at fixed dates. A call may be made payable by instalments.
- 8.2 A sum which, by the terms of issue of a share, becomes payable on allotment or any fixed date shall be deemed to be a call duly made and payable on the date on which by the terms of issue of 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.
- 8.3 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 preceding call.
- 8.4 Subject to receiving at least fourteen (14) days' written notice specifying the date, time and place of payment, each member shall pay to the Company the amount called on his shares.
- 8.5 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and such resolution may authorise the call to be paid by instalments.
- 8.6 If a sum called in respect of a share is not paid before or on the day appointed for payment of that sum, the person from whom the sum is due shall pay interest or compensation on that sum at such rate not exceeding eight per centum (8%) per annum as the Directors may determine from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of the interest or compensation due wholly or in part from any person from whom the sum is due.

- 8.7 A call may be revoked or postponed as the Directors may determine.
- 8.8 The Company may –
- 8.8.1 make arrangements on the issue of shares for varying the amounts and times of calls as between shareholders;
  - 8.8.2 receive from any shareholder willing to advance payment of all or any part of the money uncalled and unpaid on any shares held by the shareholder beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate not exceeding, without the sanction of the Company in General Meeting six per centum (6 %) per annum as the member paying such sum in advance and the Directors agreed upon, whereby money so paid in excess of the amount of calls shall not rank for dividends and until appropriated towards satisfaction of any call shall be treated as a loan to the Company and not as part of its capital and shall be repayable at any time if the Directors so decide; and
  - 8.8.3 pay dividends in proportion to the amount paid up on each share when a larger amount is paid on some shares than on others.
- 8.9 Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits.
- 9.0 Forfeiture of shares**
- 9.1 If a shareholder fails to pay any call or instalment of a call within the stipulated time, the Directors may serve a written notice on the shareholder requiring payment of the amount together with any interest or compensation which may have accrued. The notice shall –
- 9.1.1 specify a date on or before which the payment is required to be made; and
  - 9.1.2 state that in the event of non-payment on or before the specified date, the shares in respect of which the call or instalment of a call was made is liable to be forfeited.
- 9.2 Upon failure to comply with the notice served under Rule 9.1, the shares in respect of which the notice has been given shall be forfeited by a resolution of the Directors unless the payment as required by the notice has been made before such resolution is passed.
- 9.3 For the purposes of Rule 9.2, the forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 9.4 A person whose shares have been forfeited under Rule 9.2 shall cease to be a member in respect of the forfeited shares. Notwithstanding such forfeiture, the person shall 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 centum (8%) per annum 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. The liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.
- 9.5 When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register but no forfeiture shall in any manner be invalidated by any omissions or neglect to give such notice or to make such entry as aforesaid.

- 9.6 A statutory declaration in writing by a Director or secretary that a share in the Company has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share.
- 9.7 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit.
- 9.8 The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition of the share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and such person shall –
- 9.8.1 be registered as the shareholder; and
- 9.8.2 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.
- 9.9 Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which was forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses, 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.
- 9.10 A forfeiture may be cancelled on such terms as the Directors think fit at any time before a sale or disposition of the forfeited share.
- 9.11 The provisions of Rule 9.1 to Rule 9.10 shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable to the Company at a fixed date, as if the sum had been payable by virtue of a call duly made and notified.
- 9.12 The Directors may accept a surrender of any shares when they are in a position to forfeit such share or by way of compromise of any question as to the holder being properly registered in respect thereof or in any other case allowed by law.
- 10.0 Evidence of title**
- 10.1 In the absence of evidence to the contrary, the entry of the name of a person in the Register as shareholder is *prima facie* evidence that legal title to the share is vested in that person. The Company may treat the registered shareholder as the only person entitled to –
- 10.1.1 exercise the right to vote attaching to the share, if any;
- 10.1.2 receive notices;
- 10.1.3 receive a distribution in respect of the shares, if any; and
- 10.1.4 exercise the other right and powers attaching to the share.
- 10.2 A Depositor whose name appears in the Record of Depositors maintained by the Central Depository in accordance with section 34 of the Central Depositories Act in respect of the Securities of the Company which have been deposited with the Central Depository shall be deemed to be a shareholder, debenture holder or option holder of the Company, as the case may be, and shall, subject to the provisions of the Central Depositories Act and any regulations made under that Act, be entitled to the number of Securities stated in the Record of Depositors.
- 10.3 Except as provided in the Act -
- 10.3.1 no person shall be recognised by the Company as holding any share upon any trust; and

- 10.3.2 no notice of any trust expressed, implied or constructive shall be entered onto the Register or any branch register.
- 10.4 Save as herein otherwise provided the Company, the Central Depositories Act and the Central Depository Rules shall be entitled to treat the person whose name appears upon the Register or Record of Depositors as the holder of any share as the absolute owner thereof and shall not, except as ordered by a Court of competent jurisdiction or as by law required, be under any obligation to recognise any charge, encumbrance, lien, trust, contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof.
- 10.5 Any person registered as the holder of a share as trustee, executor or administrator of the estate of a deceased person in accordance with the Act shall be subject to such liability as may be specified by the Act.
- 10.6 Shares may be registered in the name of an incorporated company or other corporate body but not in the name of a minor or a person of unsound mind or who is insolvent or in the name of any firm or partnership.
- 11.0 Share certificates**
- 11.1 The Company shall not be required to issue a share certificate unless it has received an application by a shareholder for a certificate relating to that shareholder's shares in the Company.
- 11.2 The Company shall, within sixty (60) days from receipt of an application under Rule 11.1, send a share certificate to the shareholder stating –
- 11.2.1 the name of the Company;
- 11.2.2 the class of shares held by that person; and
- 11.2.3 the number of shares held by that person.
- 11.3 Every certificate shall be issued under the common seal and bear the signatures or the autographic signatures reproduced by mechanical, electronic and/or by any other means of one (1) Director and the Secretary or another Director or such other person as may be authorised by the Directors.
- 11.4 Subject to the provisions of the Act, the Central Depositories Act and the Central Depository Rules, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the Central Depository. In the case of defacement or wearing out, on delivery of the old certificate and in any case on payment of such sum not exceeding Ringgit Malaysia Three (RM3.00) only per certificate or such other sum as may from time to time be permitted by the Exchange. In the case of the destruction, loss or theft of a share certificate, the Central Depository who shall be entitled to such renewed certificate, shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss not exceeding Ringgit Malaysia Fifty (RM50.00).
- 12.0 Transfer of shares**
- 12.1 Subject to other written laws, any shareholder may transfer all or any of his shares in the Company by a duly executed and stamped instrument of transfer and shall lodge the transfer with the Company. The transferor shall remain the holder of the shares until the transfer is registered and the name of the transferee is entered in the Register.
- 12.2 For the purpose of effecting the transfer of shares, the Company shall enter the name of the transferee in the Register in accordance with this Constitution.

- 12.3 The transfer of any listed security or class of listed security of the Company, shall be by way of book entry by the Central Depository in accordance with the Central Depository Rules and, notwithstanding Sections 105, 106 and 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 listed Securities.
- 12.4 The Company shall enter or cause to be entered the name of the transferee in the Register within thirty (30) days from receipt of the instrument of transfer under Rule 12.1 unless –
- 12.4.1 the Act or this Constitution expressly permits the Directors to refuse or delay registration for the reasons stated;
- 12.4.2 the Directors have passed a resolution within thirty (30) days from receipt of the instrument of transfer to refuse or delay the registration of the transfer and such resolution sets out in full the reasons for refusing or delaying the registration; and
- 12.4.3 the notice of the resolution and the reasons stated in the resolution for refusing or delaying the registration are sent to the transferor and transferee within seven (7) days of the resolution being passed.
- 12.5 In respect of a Deposited Security, every instrument of transfer shall be in writing and in the prescribed form as approved under the Central Depository Rules and shall be presented to the Central Depository with such evidence (if any) as the Central Depository may require, from time to time to prove that the title of the intending transferor and the intended transferee is a qualified person.
- 12.6 The Directors may refuse or delay the registration of a transfer of shares under Rule 12.1 if–
- 12.6.1 the Directors do not approve the transferee;
- 12.6.2 the shares are not fully paid;
- 12.6.3 the Company has a lien on the shares; or
- 12.6.4 the shareholder has failed to pay the Company an amount due in respect of those shares, whether by way of consideration for the issue of the shares or in respect of any sum payable in accordance with this Constitution.
- 12.7 In respect of a Deposited Security, the Central Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and the Central Depository Rules.
- 12.8 The registration of transfer may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year or such number of days as may be prescribed by the Exchange. The Company shall give notice of any such suspension as follows –
- 12.8.1 The Company shall give the Exchange prior written notice and publication in a daily newspaper circulating in Malaysia of the period of the intended suspension or closure and the purposes thereof, which notice shall be twelve (12) Market Days or such number of days as may be prescribed by the Exchange. In relation to the closure, the Company shall give written notice in accordance with the Central Depository Rules to the Central Depositor to prepare the appropriate Record of Depositors.

- 12.8.2 At least three (3) Market Days' prior notice or such other period as may be required by the Exchange, (or, subject to any written laws to the contrary, such other period provided for under the Central Depository Rules) of any such suspension shall be given to the Central Depository to enable the Central Depository to prepare the Record of Depositors.

Provided that where the Record of Depositors is required in respect of corporate actions, at least seven (7) Market Days prior notice shall be given to the Central Depository.

- 12.9 Without prejudice to Rule 12.6, the Directors shall not register a transfer of any share in respect of which a share certificate has been issued unless the instrument of transfer is accompanied by the share certificate relating to the share or by evidence as to its loss or destruction and, if required, a sum not exceeding the amount stipulated in the Act as the fee payable for issuance of a duplicate certificate or document to the owner.
- 12.10 A fee not exceeding Ringgit Malaysia Three (RM3.00) may be charged for the registration or transmission under the transmission Rules herein. In addition, a fee not exceeding Ringgit Malaysia Three (RM3.00) may be charged in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or any document relating to or affecting the title to the shares. All such fees shall, if required by the Directors, be paid before registration.
- 12.11 Where shares to which a share certificate relates are to be transferred and the share certificate is sent to the Company to enable the registration of the transfer, the share certificate shall be cancelled and no further certificate shall be issued except upon the request of the transferee. Where only some, but not all, of the shares under a share certificate are transferred, the Company shall upon the request of the transferor, issue a share certificate to the transferor in respect of the shares which have not been transferred.
- 12.12 Rule 12.1 shall not affect the power of the Company to register a person as a shareholder to whom the right to shares or debentures has been transmitted by operation of law.
- 12.13 For the purposes of Rule 12.1, an "instrument of transfer" includes a written application for transmission of a share or other interest to a personal representative.
- 12.14 Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, 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 the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.

### **13.0 Transmission of shares or debentures**

- 13.1 A person to whom the right to shares or debentures are transmitted by operation of law may elect –
- 13.1.1 to be registered as a shareholder or debenture holder in respect of the shares or debentures by written notice to the Company; or
- 13.1.2 to have another person registered as a shareholder or debenture holder in respect of the shares or debentures and testify such election by executing to that person a transfer of those shares or debentures, as the case may be, provided that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository.



- 13.2 All limitations, restrictions and provisions of this Constitution in relation to the right to transfer and the registration of transfers of shares and debentures shall apply to any notice or transfer of shares or debentures pursuant to Rule 13.1.2 as if the death or bankruptcy of the shareholder or debenture holder had not occurred and the notice or transfer were signed by that shareholder or debenture holder.
- 13.3 Any document which is by law sufficient evidence of probate of the will or letters of administration of the estate of a deceased person having been granted to a person shall be accepted by the Company as sufficient evidence of the grant.
- 13.4 Subject to the provisions of this Constitution, the Company shall register the person as a shareholder or debenture holder of the Company within sixty (60) days from receiving the notification.
- 13.5 The registration of a transmission of shares or debenture under this Constitution shall entitle the registered holder to the same dividends and other advantages and to the same rights in relation to meetings of the Company or to voting or otherwise.
- 13.6 For the purposes of Rule 13.1, subject to the provisions of the Act, the Central Depositories Act and the Central Depository Rules, in case of the death of a member or debenture holder, the persons recognised as having any title to his interest in the shares or debentures shall be the legal personal representative(s).
- 13.7 Where -
- 13.7.1 the Securities of a company are listed on another stock exchange; and
- 13.7.2 such 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 of the Central Depository in respect of such Securities,
- such company shall, upon request of a Securities holder, permit a transmission of Securities held by such Securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the company in Malaysia and vice versa provided that there shall be no change in the ownership of such Securities.
- 14.0 Conversion of shares to stocks**
- 14.1 The Company may by special resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any number.
- 14.2 The stockholders may transfer the stocks or any part of the stocks in the same manner as the transfer of shares from which the stock arose may, before the conversion, have been transferred or in the closest manner as the circumstances allow.
- 14.3 The Directors may fix the minimum amount of stock transferable and may restrict or forbid the transfer of fractions of that minimum.
- 14.4 The stockholders shall, according to the amount of the stock held by the stockholders, have the same rights, privileges and advantages with regards dividends, voting at meetings of the Company and other matters as if the stockholders held the shares from which the stock arose.
- 14.5 Notwithstanding Rule 14.4, no privilege or advantage except participation in the dividends and profits of the Company and in the assets on winding up shall be conferred by any such part of stock which would not, if existing in shares, have conferred that privilege or advantage.
- 14.6 For the purposes of Rules 14.1 to 14.5, any reference in the Act and this Constitution applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" shall include



"stock" and "stockholder" respectively.

## **15.0 Alteration of share capital**

15.1 The Company may alter its share capital in any one or more of the following ways by passing a special resolution to –

15.1.1 consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;

15.1.2 convert all or any of its paid-up shares into stock and reconvert that stock into fully-paid shares; or

15.1.3 subdivide its shares or any of its shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.

## **16.0 Reduction of share capital**

16.1 The Company may by special resolution reduce its share capital in any manner subject to the requirements and consents required, and with any incident authorised, under the Act.

## **17.0 Provision of financial assistance**

17.1 Unless otherwise provided in the Act, the rules, regulations and orders made pursuant to the Act, the conditions, restrictions and limitations expressed in these Rules and the requirements of the Exchange and any other relevant authorities from time to time, the Company shall not –

17.1.1 give any financial assistance, whether directly or indirectly and whether by means of a loan, guarantee or provision of security or otherwise, for the purpose of or in connection with a purchase or subscription made or to be made by any person for any shares in the Company or any shares in the holding company, if any, of the Company;

17.1.2 in any way purchase, deal in or lend money on its own shares; or

17.1.3 give financial assistance, directly or indirectly for the purpose of reducing or discharging the liability, if a person has acquired shares in the Company or its holding company, if any, and the liability has been incurred by any person for the purpose of the acquisition of the shares.

17.2 The Company must comply with the relevant requirements of the Act and the guidelines issued by the Exchange and/or any other relevant authorities from time to time if it proposes to give financial assistance or purchase or deal in or lend money on its own shares in any manner which is permitted under the Act.

## **18.0 General Meetings**

### *Annual general meeting*

18.1 The Company shall hold an annual general meeting in every calendar year, which shall be held within six (6) months of the Company's financial year end and not more than fifteen (15) months after the last preceding annual general meeting, at such time and place as may be determined by the Directors, in addition to any other meetings held during that period, to transact the following business:

18.1.1 the laying of audited financial statements and the reports of the Directors and auditors;

18.1.2 the election of Directors in place of those retiring;

- 18.1.3 the appointment and the fixing of the fee of Directors; and
  - 18.1.4 any resolution or other business of which notice is given in accordance with the Act or this Constitution.
  - 18.2 All General Meetings other than Annual General Meetings shall be called "Extraordinary General Meetings".
  - 18.3 All other business transacted at an Annual General Meeting and at an Extraordinary General Meeting shall be deemed special.
- Convening of General Meetings*
- 18.4 A meeting of members may be convened by –
    - 18.4.1 the Board; or
    - 18.4.2 any member holding at least ten per centum (10%) of the issued share capital of the Company.
  - 18.5 The Directors shall call a meeting of members once they receive a requisition to do so from members representing at least ten per centum (10%) of the paid up capital of the Company carrying the right of voting at meetings of members of the Company.
  - 18.6 The requisition referred to in Rule 18.5 –
    - 18.6.1 shall be in hard copy or electronic form;
    - 18.6.2 shall state the general nature of the business to be dealt with at the meeting;
    - 18.6.3 may include the text of a resolution that may properly be moved and is intended to be moved at the meeting; and
    - 18.6.4 shall be signed or authenticated by the person making the requisition.
  - 18.7 In the case of an Extraordinary General Meeting called in pursuance of a requisition no business other than that stated in the requisition as the objects of the meeting shall be transacted.
  - 18.8 For the purposes of Rule 18.5, the right of voting shall be determined as at 5.00 p.m. on the date the requisition is deposited with the Company.
  - 18.9 The Directors shall –
    - 18.9.1 call for the meeting within fourteen (14) days from the date of the requisition under Rule 18.5; and
    - 18.9.2 hold the meeting on a date which is not more than twenty eight (28) days after the date of the notice to convene the meeting.
  - 18.10 If the requests received by the Company identify a resolution intended to be moved at the meeting, the notice shall include the text of the resolution.
  - 18.11 If the resolution is to be proposed as a special resolution, the Directors shall be considered as not having duly called for the meeting if the notice of the resolution is not given in accordance with section 292 of the Act.

*Convening of meeting by requisitionists*

- 18.12 If the Directors are required to call a meeting of members under Rule 18.5 and do not do so in accordance with Rule 18.8, the members who requisitioned the meeting or any number of members representing more than one half (1/2) of the total voting rights of all of the members who requisitioned, may call for a meeting of members. Any meeting called by the requisitionists shall require twenty-one (21) days' notice. The meeting shall be convened by the members on a date not more than three (3) months after the date on which the Directors received a requisition under Rule 18.5 to call for a meeting of members.
- 18.13 Any reasonable expenses incurred by the members requisitioning the meeting by reason of the failure of the Directors to call a meeting shall be reimbursed by the Company.

*Meeting may be held at multiple venues*

- 18.14 The Company may convene a meeting of members at more than one venue using any technology or method that enables the members of the Company to participate and to exercise the members' right to speak and vote at the meeting. The main venue of the meeting shall be in Malaysia and the Chairman shall be present at the main venue.

*Minimum period of notice*

- 18.15 The notices convening meetings shall specify the place, day and hour of the meeting. The notices must also include the date of the Record of Depositors, as at the latest date which is reasonably practical and in any event shall not be less than three (3) market days before the meeting for the purpose of determining whether a depositor shall be regarded as a member entitled to attend, speak and vote at the meeting. The notices shall be given to all members 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. 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 General Meeting, of every such meeting shall be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.
- 18.16 For the purposes of Rule 18.15 -
- 18.16.1 The company shall request the Central Depository in accordance with the Central Depository Rules, to issue a Record of Depositors to whom notices of General Meetings shall be given by the Company.
- 18.16.2 The company shall also request the Central Depository in accordance with the Central Depository 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 (hereinafter referred to as "**the General Meeting Record of Depositors**").
- 18.16.3 Subject to the Foreign Ownership Regulations (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.
- 18.17 An annual general meeting of members to be called under Rule 18.15 may be called by a notice shorter than the period specified in that Rule if agreed by all the members entitled to attend and vote at the meeting.
- 18.18 An extraordinary general meeting of members to be called under Rule 18.15 may be called by a notice shorter than the period specified in that Rule if—

- 18.18.1 agreed to by the majority in number of members entitled to attend and vote at the meeting; and
- 18.18.2 the majority of members specified in Rule 18.18.1 hold not less than ninety-five per centum (95%) of the number of shares giving a right to attend and vote at the meeting.
- 18.19 A meeting for passing of a special resolution shall be called by notice of at least twenty-one (21) days.

*Meetings requiring special notice*

- 18.20 Where special notice is required of a resolution under the Act, the resolution shall not be effective unless notice of intention to move such resolution is given to the Company at least twenty eight (28) days before the meeting at which it is to be moved. Where practicable, the Company shall give its members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting. Where it is not practicable to do so, the Company shall give notice of the resolution to the members at least fourteen (14) days before the meeting by sending it –
- 18.20.1 personally or by post to the address provided by the member to the Company for such purpose; or
- 18.20.2 in electronic form to the electronic address provided by the member to the Company for such purpose.

*Notice of meeting*

- 18.21 Notice of a meeting of members must be given to (a) every member, Director and auditor of the Company, (b) the Exchange, and (c) the Commission. For the purposes of this Rule, the reference to a 'member' includes any person who is entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and the Company has been notified of the person's entitlement in writing.
- 18.22 Notice of a meeting of members of the Company shall state –
- 18.22.1 the place, date and time of the meeting; and
- 18.22.2 the general nature of the business of the meeting.

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

- 18.23 Notice of a meeting of members shall –
- 18.23.1 be in writing and shall be given to the members either in hard copy, or in electronic form, or partly in hard copy and partly in electronic form.
- 18.23.2 state prominently that –
- (a) a member shall be entitled to appoint one (1) or more persons as his proxy to exercise all or any of the member's rights to attend, participate, speak and vote at a meeting of members of the Company; and
- (b) a member who appoints more than one (1) proxy in relation to a meeting must specify the proportion of the member's shareholding to be represented by each proxy.

18.24 Notice of a meeting of members –

18.24.1 given in hard copy shall be sent to any member either personally or by post to the address supplied by the member to the Company for such purpose; or

18.24.2 given in electronic form shall be transmitted to the electronic address provided by the member to the Company for such purpose or by publishing on a website.

18.25 Where notice of a meeting of members is given by the Company by publishing on a website, the Company must notify a member of the publication of the notice on the website and such notification shall be in writing and be given in hard copy or electronic form stating –

18.25.1 that it concerns a meeting of members;

18.25.2 the place, date and time of the meeting; and

18.25.3 whether the meeting is an Annual General Meeting.

The notice shall be made available on the website from the date that notice is given under this Rule until the conclusion of the meeting.

18.26 When a meeting of members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or the business to be transacted at such meeting.

18.27 Any accidental omission to give notice of a meeting to, or non-receipt of the notice of meeting by, any member shall not invalidate the proceedings at a meeting.

**19.0 Proceedings at General Meeting**

*Quorum*

19.1 No business shall be transacted at any meeting of members unless a quorum is present at the time the meeting proceeds to business. The quorum shall be two (2) members personally present or by proxy.

19.2 For the purposes of constituting a quorum –

19.2.1 one (1) or more representatives appointed by a corporation shall be counted as one (1) member; or

19.2.2 one (1) or more proxies appointed by a person shall be counted as one (1) member.

19.3 If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting –

19.3.1 if convened upon the requisition of members, shall be dissolved; and

19.3.2 in any other case, shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine.

19.4 If no quorum is present within half an hour from the time appointed for an adjourned meeting, the adjourned meeting shall be dissolved.

#### *Chairman of meetings of members*

- 19.5 The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman or if he is not present within ten minutes after the time appointed for holding the meeting, then the chairman of the meeting shall be the Deputy Chairman or one of the Deputy Chairmen as the case may be, so chosen by the Directors present at the meeting. If at any meeting, the Chairman and both the Deputy Chairmen are not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be the chairman of the meeting and in default of their doing so the members present shall elect one of their number to be chairman of the meeting.
- 19.6 No business except the choice of a Chairman or the adjournment of the meeting shall be transacted or discussed at any General Meeting while the Chair is vacant.

#### *Adjournment of meeting*

- 19.7 The Chairman may, with the consent of a 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. No business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where required, the Company shall comply with Rule 18.27 in relation to an adjourned meeting.

#### *Voting*

- 19.8 A resolution of the members or of a class of members of the Company shall be passed at a meeting of the members.
- 19.9 The Company must ensure that any resolution set out in the notice of any General Meeting, or in any notice of resolution which may properly be moved and is intended to be moved at any General Meeting, is voted by poll. The Company must appoint at least one (1) scrutineer to validate the votes cast at the General Meeting. Such scrutineer must not be an officer of the Company or its related corporation(s), and must be independent of the person undertaking the polling process. If such scrutineer is interested in a resolution to be passed at the general meeting, the scrutineer must refrain from acting as the scrutineer for that resolution. For the purpose of this Rule, "officer" has the meaning given in section 2 of the Act.
- 19.10 Save where Rule 19.9 applies, at any meeting of members, a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, a poll is demanded by –
- 19.10.1 the Chairman of the meeting;
  - 19.10.2 at least three (3) members present in person or by proxy;
  - 19.10.3 any member 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
  - 19.10.4 a member 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.
- 19.11 No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.
- 19.12 Unless a poll is demanded, on a vote on a resolution at a meeting on a show of hands, a declaration by the Chairman that the resolution has been passed unanimously or with a particular majority or is lost, and an entry to that effect in the minutes of the proceedings 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.

- 19.13 The demand for a poll in accordance with Rule 19.10 may be withdrawn and a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 19.14 If a poll is duly demanded, it shall be taken 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 Chairman may, and if so directed by the meeting shall, appoint scrutineers for the poll.
- 19.15 A 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 was demanded.
- 19.16 When a resolution is passed at an adjourned meeting, the resolution shall for all purposes be treated as having been passed on the day on which it was in fact passed.
- 19.17 Subject to the Act, the provisions of these Rules and the Listing Requirements, the Company may seek its shareholders' mandate which is renewable on an annual basis to enter into, deal with, act in, or handle all related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for the day-to-day operations of the Company.

## **20.0 Votes of members and provisions on proxies**

### *General rules on voting*

- 20.1 A member who is entitled to attend and vote at a General Meeting shall have –
  - 20.1.1 on a vote on a resolution on a show of hands, one (1) vote; and
  - 20.1.2 on a vote on a resolution on a poll, one (1) vote in respect of each share held by him.
- 20.2 On a poll taken at a meeting of members, a member entitled to more than one (1) vote need not use all his votes or cast all the votes he uses on a poll in the same way.
- 20.3 Subject to Rule 18.16, a holder of ordinary shares 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 has been paid.

### *Proxies*

- 20.4 Subject to Rules 20.5, 20.6 and 20.7, a member shall not be entitled to appoint more than two (2) proxies to attend and vote at the same meeting and where a member appoints two (2) proxies the appointment shall be invalid unless he specifies the proportion of his holding to be represented by each proxy. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the member to speak at a meeting. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without limitation.
- 20.5 Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one Securities Account ("**Omnibus Account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds. Where an exempt authorised nominee appoints more than one (1) proxy in respect of each Omnibus Account, the appointment shall not be valid unless the exempt authorised nominee specifies the proportion of the shareholding to be represented by each proxy.

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.



- 20.6 Where a member entitled to vote on a resolution has appointed a proxy, the proxy shall only be entitled to vote on a show of hands if he is the only proxy appointed by the member.
- 20.7 Where a member entitled to vote on a resolution has appointed more than one (1) proxy –
- 20.7.1 the proxies shall only be entitled to vote on a poll; and
- 20.7.2 the appointment shall not be valid unless he specifies the proportions of his shareholding to be represented by each proxy.
- 20.8 The appointment of a proxy to vote on a matter at a General Meeting authorises the proxy to demand, or join in demanding, a poll on that matter.
- 20.9 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under common seal or under the hand of an officer or attorney duly authorised. The Directors may require evidence of the authority of any such attorney or officer.
- 20.10 The instrument appointing a proxy shall be in the following form or in such other form as the Directors may approve –

#### MISC BERHAD

I/We.....of.....being a member/members of the abovenamed Company, hereby appoint ..... of .....and/or.....of.....and failing the abovenamed proxies, the Chairman of the meeting as my/our proxy to vote for me/us/on my/our behalf at the (annual or extraordinary, as the case may be) General Meeting of the Company to be held on the.....day of.....20..... and at any adjournment thereof.

Signed this.....day of.....20.....

This form is to be used \*in favour of the resolution.

Against

\*Strike out whichever is not desired

- 20.11 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 20.12 Unless the Company received notice of termination of the authority of the proxy at the Office not less than twenty-four (24) hours before the time for holding the meeting of members or adjourned meeting of members, the termination of the authority of the person to act as proxy shall not affect –
- 20.12.1 the constitution of the quorum at the meeting;
- 20.12.2 the validity of anything he did as Chairman of a meeting; or
- 20.12.3 the validity of a poll demanded by him at the meeting; or the validity of the vote exercised by him at a meeting.



### *Representation of corporations*

- 20.13 A member which is a corporation may by resolution of its board or other governing body authorise a person or persons to act as its representative or representatives at any meeting of members of the Company.
- 20.14 If the corporation authorises only one (1) person, the person shall be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if he was an individual member of the Company.
- 20.15 If the corporation authorises more than one (1) person as its representative, every one (1) 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 representatives was an individual member of the Company.
- 20.16 If the corporation authorises more than one (1) person and more than one (1) of the representatives purport to exercise the power under Rule 20.15 –
- 20.16.1 if the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or
- 20.16.2 if the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.
- 20.17 The authority given by a corporation to a representative may be for a particular General Meeting or for all meetings of the Company. In the case of the latter, the person authorised shall be entitled to exercise his powers on behalf of the corporation until his authority is revoked by the corporation.
- 20.18 A certificate of authorisation by the corporation shall be prima facie evidence of the appointment or revocation of the appointment, as the case may be, under Rule 20.14.

### *Member of unsound mind*

- 20.19 A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or attorney; provided that such evidence as the Directors may require of the authority of the person claiming the right to vote shall be deposited at the office not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting.

### *Objections to qualification of voter*

- 20.20 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 the 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.

## **21.0 Directors**

### *Number, requirements and appointment of Directors*

- 21.1 The Company shall have at least two (2) and not more than fourteen (14) Directors. Each Director must be a natural person who is at least eighteen (18) years of age.
- 21.2 The minimum number of Directors prescribed in Rule 21.1 shall –
- 21.2.1 ordinarily reside in Malaysia by having a principal place of residence in Malaysia; and

- 21.2.2 not include an Alternate Director.
- 21.3 A Director need not be a member of the Company.
- 21.4 All subsequent Directors of the Company may be appointed by ordinary resolution.
- 21.5 At a General Meeting of the Company, a motion for the appointment of two (2) or more persons as Directors by a single resolution shall not be made unless a resolution that the motion shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution passed with a motion made in contravention of this Rule 21.5 shall be void, whether or not the resolution being moved was objected to at the time.
- 21.6 The Company in General Meeting but subject to the provisions of these Rules may at any time elect any person to be a Director and may from time to time increase or reduce the number of Directors and may also, subject to the provisions of the Act, determine in what rotation such increased or reduced number is to go out of office.
- 21.7 Notwithstanding Rule 21.4, the Board may, at any time, appoint a Director in addition to the existing Directors or to fill a casual vacancy, and a Director appointed under this Rule shall hold office until the next following Annual General Meeting of the Company when he shall retire and shall be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.

#### *Retirement of Directors*

- 21.8 An election of Directors shall take place each year. All directors shall retire from office once at least in each three (3) years, but shall be eligible for re-election. Unless otherwise provided by the terms of appointment of any Director, at the Annual General Meeting, one-third (1/3) of the Directors for the time being, or, if their 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. A retiring Director shall retain office until the close of the meeting at which he retires.
- 21.9 The Directors to retire in every year shall be the Directors who have been longest in office since the Directors' last election, but as between persons who became Directors on the same day, the Directors to retire shall be determined by lot, unless they otherwise agree among themselves. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office.
- 21.10 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 of the Company a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him for election, PROVIDED THAT in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place.
- 21.11 A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.
- 21.12 The Company may appoint any person who is not disqualified under the Act to fill in the vacancy at the Annual General Meeting at which a Director so retires, and if no appointment was made to fill the vacancy, the retiring Director shall, if he offers himself for re-election, be deemed to have been re-elected, unless-
- 21.12.1 at that meeting the Company expressly resolved not to fill the vacated office; or
- 21.12.2 a resolution for the re-election of the Director is put to the meeting and lost.

### *Removal of Directors*

21.13 The Company may by ordinary resolution at a meeting of which special notice has been given –

21.13.1 notwithstanding anything in this Constitution or any agreement between the Company and a Director, remove a Director before the expiration of the Director's tenure of office; and

21.13.2 if the Company deems fit, appoint another person in his stead.

21.14 Notwithstanding anything in Rule 21.13, if a Director of the Company was appointed to represent the interests of any particular class of shareholders or debenture holders, the resolution to remove the Director shall not take effect until the Director's successor has been appointed.

21.15 Subject to Rule 21.14, a person appointed as Director in place of a person removed under Rule 21.13 shall be treated, for the purpose of determining the time at which he or any other 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.

21.16 The provisions of section 207 of the Act shall apply to a proposed resolution to remove a Director.

### *Vacation of office*

21.17 The office of Director shall be vacated if the person holding that office –

21.17.1 subject to sections 196(3) and 209 of the Act, resigns by giving a written notice to the Company at the Office;

21.17.2 has retired in accordance with this Constitution but is not re-elected;

21.17.3 is removed from office in accordance with the provisions of this Constitution;

21.17.4 becomes disqualified from being a director under sections 198 or 199 of the Act;

21.17.5 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;

21.17.6 dies;

21.17.7 is absent from more than 50% of the total Board of Directors' meetings held during a financial year save and except in a case where the Exchange has granted a waiver to the Director from compliance with this requirement;

21.17.8 is convicted (whether in Malaysia or elsewhere) of the theft, fraud, forgery or uttering a forged document, or perjury and has been sentenced therefore to serve a term of imprisonment without the option of a fine, or to a fine exceeding Ringgit Malaysia Five Hundred (RM500.00);

21.17.9 is removed by the court from any office of trust on account of misconduct; or

21.17.10 is removed by a resolution of the Company in General Meeting,

Provided that, subject to the provisions of the Act, any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior to the doing of such act written notice has been served upon the Director or an entry has been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company.

- 21.18 A Director of the Company shall not resign or vacate his office if by his resignation or vacation from office, the number of Directors of the Company is reduced below two (2). Any purported resignation or vacation of office by a Director in contravention of this Rule 21.18 shall be deemed to be ineffective unless a person is appointed in his place.

## **22.0 Powers and duties of the Board**

- 22.1 The business and affairs of the Company shall be managed by, or under the direction of the Board which may, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, exercise all such powers and do all such things as the Company is by its constitution or otherwise authorised to exercise and do and are not hereby or by law expressly directed or required to be exercised or done by the Company in General Meeting but subject, nevertheless, to the provisions of any law for the time being in force and of these Rules and to any regulations from time to time made by the Company in General Meeting (not being inconsistent with such provisions of these Rules), provided that no regulations so made shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

- 22.2 Without limiting the powers of the Board under Rule 22.1, the Board may from time to time and at any time –

22.2.1 exercise the powers of the Company at their absolute discretion raise or borrow any sum or sums of money for the purposes of the Company and from any persons, banks, firms or companies (expressly including any person holding the office of Director) and may secure the payment of such moneys in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stock of the Company perpetual or redeemable or by making, drawing, accepting or endorsing on behalf of the Company any promissory notes or bills of exchange or giving or issuing any other security of the Company or by mortgage or charge of all or any of the property of the Company both present and future, including its uncalled capital for the time being and the Directors may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with power to the Directors to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and assets of the Company or otherwise;

22.2.2 by power of attorney under the common seal of the Company, appoint any company, firm to person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents and which they can delegate) and for such period and at such remuneration 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 sub-delegate all or any of the powers, authorities and discretions vested in him.

- 22.3 In respect of Rule 22.2.1 above -

22.3.1 If any uncalled capital for the Company is included in or charged by any mortgage or other security the Directors may by instrument under the Company's common seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and the provision hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.

- 22.3.2 Debentures and other Securities may be made assignable free from any equities between the Company and the persons to whom the same may be issued.
- 22.3.3 Any debentures or other security may be issued at a discount, premium or otherwise and (with the sanction of the Company in General Meeting) with any special privilege as to redemption, surrender, drawing, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors or otherwise.
- 22.4 The Board shall from time to time determine the manner in which cheques, promissory notes, drafts and negotiable instruments and receipts for money paid to the Company are to be signed, drawn, accepted, endorsed or otherwise executed, as the case may be.
- 22.5 The Directors shall not save with the consent of the Company in General Meeting dispose of the whole or substantially the whole of the under-taking of the Company.

## **23.0 Proceedings of the Board**

### *Chairman*

- 23.1 The Directors may elect one (1) of their number as Chairman of the Board and determine the period for which he is to hold office.
- 23.2 The Directors may also elect two (2) of the Directors to be Deputy Chairmen. The Deputy Chairmen are to hold such office only for the period for which the Chairman is to hold his office. 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, then the chairman of the meeting shall be one (1) of the Deputy Chairmen, and in the event of both the Deputy Chairmen being present at the meeting, the chairman of the meeting shall be the Deputy Chairman so chosen by the Directors present at the meeting. If at any meeting, the Chairman and both the Deputy Chairman are not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present shall choose one (1) of their number to be chairman of the meeting.

### *Convening of board meetings*

- 23.3 A Director, or if requested by a Director to do so, a secretary, may convene a meeting of the Board by giving notice in accordance with Rule 24.4.
- 23.4 A notice of a meeting of the Board shall be sent to every Director, and the notice shall include the date, time and place of the meeting and the matters to be discussed.
- 23.5 Any irregularity in the notice of meeting is waived if all Directors entitled to receive notice of the meeting attend the meeting without objection to the irregularity.

### *Methods of holding meetings*

- 23.6 A meeting of the Board may be held either –
  - 23.6.1 by a number of Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
  - 23.6.2 by means of audio, or audio and visual, communication by which all Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting; or
  - 23.6.3 by a combination of both of the methods set out in Rule 23.6.1 and Rule 23.6.2.
- 23.7 Meetings of the Directors may be held outside Malaysia and the proceedings of any meeting purported to be held outside Malaysia shall be valid.

- 23.8 For the purpose of Rule 23.12, and subject to the laws for the time being in force in this jurisdiction the contemporaneous linking together by an instantaneous telecommunication device of a number of Directors no less than the quorum required by Rule 23.12, whether or not any one (1) or more of the Directors is out of Malaysia, is deemed to constitute a meeting of the Directors and all provisions of these Rules as to meetings of the Directors will apply to such meeting held by instantaneous telecommunication device so long as the following conditions are met:-
- 23.8.1 all the Directors shall have received notice of a meeting by instantaneous telecommunication device for the purpose of such meeting. Notice of any such meeting will be given on the instantaneous telecommunication device or in any other manner permitted by these Rules;
- 23.8.2 each of the Directors taking part in the meeting by the instantaneous telecommunication device must be able to hear and/or see each of the other Directors taking part at the commencement and for the duration of the meeting; and
- 23.8.3 at the commencement of the meeting each Director must acknowledge his presence for the purpose of the meeting to all of the other Directors taking part.
- 23.9 A Director may not leave the meeting by disconnecting his instantaneous telecommunication device unless he has previously obtained the express consent of the Chairman of the meeting and a Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous telecommunication device unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting.
- 23.10 Minutes of the proceedings at a Board of Directors' meeting by instantaneous telecommunication device will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct minutes by the Chairman of the meeting.
- 23.11 For the purpose of Rules 23.8 – 23.10, "instantaneous telecommunication device" means any telecommunication conferencing device with or without visual capacity.

#### *Quorum*

- 23.12 The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise fixed, the quorum shall be three (3) directors.
- 23.13 No business may be transacted at a meeting of the Board if a quorum is not present.
- 23.14 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 these Rules, the remaining Directors 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.
- 23.15 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 authorities, powers and discretion by or under these Rules vested in or exercisable by the Directors generally.

#### *Voting*

- 23.16 Subject to Rule 23.17, questions arising at any meeting shall be decided by majority votes, each Director having one (1) vote and in case of an equality of votes the Chairman shall have a second or casting vote. Save that where two (2) Directors form a quorum, the Chairman of a meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the question at issue, shall not have a casting vote.



- 23.17 Subject to the provisions under Section 222(2) of the Act, a Director who has an interest in the manner set out in section 221 of the Act in a contract or proposed contract with the Company –
- 23.17.1 shall be counted only to make the quorum at the meeting of the Board;
- 23.17.2 shall not participate in any discussion while the contract or proposed contract is being considered at the meeting; and
- 23.17.3 shall not vote on the contract or proposed contract.
- 23.18 Subject to the provisions of the Act, no Director shall be disqualified by his office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined, if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.
- 23.19 A Director of the Company may become a Director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as a Director or member of such company.
- 23.20 A resolution of the Board is passed if it is agreed to by all Directors present without dissent or if a majority of the votes cast on the resolution are in favour of it.
- 23.21 A Director present at the meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he expressly dissents from or votes against the resolution at the meeting.
- Resolution passed at adjourned meeting*
- 23.22 Where a resolution is passed at an adjourned meeting of the Board, the resolution shall, for all purposes, be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.
- Resolution in writing*
- 23.23 A resolution in writing signed or approved by letter or telegram by all the Directors who may at the time be present in Malaysia, being not less than 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 where a Director is not so present but has an alternate who is so present then such resolution must also be signed by such alternate.
- 23.24 A resolution signed or assented to by a Director need not be signed or assented to by the Alternate Director, if any, appointed by him in that capacity and a resolution signed or assented to by an Alternate Director need not be signed or assented to by the Director who appointed him.
- 23.25 Any such resolution may consist of several documents, including facsimile or other means of communication, in similar form and each document shall be signed or assented to by one (1) or more Directors.

- 23.26 All such resolution shall be described as "Directors' Resolutions" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's minute book and submitted for confirmation at a meeting of the Board next following the receipt thereof by him. A Directors' Resolution shall be inoperative if it shall purport to authorise or to do any act which a meeting of the Board has decided shall not be authorised or done, until confirmed by a meeting of the Board.

*Other proceedings*

- 23.27 Except as otherwise provided in this Constitution, the Board may regulate its own proceedings.

*Committees of the Board*

- 23.28 The Directors may from time to time delegate any of their powers to a committee consisting of such number of members of their body as they think fit and may from time to time revoke such delegation in accordance with the regulations or requirements prescribed by the Exchange from time to time. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Directors in accordance with the regulations or requirements prescribed by the Exchange from time to time.
- 23.29 The meetings and proceedings of any such committee, if consisting of two (2) or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Rule or by the regulations or requirements prescribed by the Exchange from time to time.
- 23.30 A committee may elect a Chairman of its meetings and may determine its own proceedings.
- 23.31 Any question arising at any meeting of a committee shall be determined by a majority of the votes of the members present, and in the case of an equality of votes, the Chairman shall have a second or casting vote.

*Independent directors*

- 23.32 Unless otherwise determined by the Company in General Meeting, at least two (2) Directors or one-third (1/3) of the Board of Directors, whichever is higher, shall be Independent Directors. If the number of Directors is not three (3) or a multiple of three (3), then the number nearest one-third (1/3) shall be used for purposes of determining the requisite number of Independent Directors.

*Managing directors*

- 23.33 The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period not exceeding three (3) years, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Directors themselves could not have exercised or performed.
- 23.34 The Board may entrust to and confer upon a managing director any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as the Board may think fit, and either collaterally with or to the exclusion of the Board's own powers, and may from time to time revoke, withdraw, alter or vary all or any of those powers.
- 23.35 Notwithstanding any provision in this Constitution relating to retirement of Directors, a Director appointed to the office of managing director shall not, while holding that office be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a Director.



- 23.36 The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, but a salary shall not include a commission on or percentage of turnover, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office. A Managing Director, or a person performing the functions of a managing director, by whatever name called, shall be subject to the control of the Board of Directors.
- 23.37 A Managing Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall, ipso facto and immediately, cease to be a Managing Director.

#### *Alternate Directors*

- 23.38 A Director may appoint a person to act as his alternate, provided that (a) such person is not a Director of the Company, (b) such person does not act as an alternate for more than one (1) director of the Board, (c) the appointment is approved by a majority of the other Directors, and (d) any fee paid by the Company to the alternate shall be deducted from that Director's remuneration. The Director may at his discretion to remove such Alternate Director and appoint another in his place and on such appointment being made and approved, the Alternate Director shall in all respects be subject to the terms and conditions existing with reference to the other Directors and each Alternate Director whilst acting in the place of the Director whom he represents shall exercise and discharge all the duties and function of such Director but shall look to such Director solely for his remuneration.
- 23.39 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 General Meetings and meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.
- 23.40 Any appointment or removal of an Alternate Director shall be by notice in writing to the Company signed by the Director making or revoking the appointment.
- 23.41 The appointment of an Alternate Director shall be cancelled and the Alternate Director shall cease to hold office whenever the Director who appointed him shall cease to be a Director or shall give notice in writing to the Secretary that the Alternate Director representing him shall have ceased to do so. A Director retiring at any ordinary meeting and being re-elected shall not for the purposes of this Article be deemed to have ceased to be a Director.
- 23.42 A Director shall not be liable for the acts and defaults of any Alternate Director appointed by him.
- 23.43 An Alternate Director shall not be taken into account in determining the minimum or maximum number of Directors required under this Constitution or the Act.
- 23.44 Subject to the provisions of the Listing Requirements, an Alternate Director shall not be appointed as a member of the Audit Committee of the Company.

#### *Associate directors*

- 23.45 The Board may, from time to time, appoint any person to be an associate director and may from time to time revoke such appointment.
- 23.46 The Board may fix, determine and vary the powers, duties and remuneration of any person appointed as an associate director, but a person so appointed shall not have any right to attend or vote at any meeting of the Board except by invitation and with the consent of the Board.

## **24.0 Remuneration of Directors**

- 24.1 All fees, compensation and benefits payable to the Directors, including any compensation for loss of employment of a Director or former Director, shall be approved at a General Meeting. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of directors or General Meetings of the Company or in connection with the business of the Company.
- 24.2 An Alternate Director shall not be entitled to receive any fees, compensation or benefits other than out of the remuneration of the Director who appointed him.
- 24.3 Fees payable to non-executive directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover. Salaries payable to executive directors may not include a commission on or percentage of turnover. An Alternate Director shall receive his remuneration from the Director appointing him and not from the Company, unless the Company be instructed in writing by the Director to pay any portion of his remuneration to such Alternate. A director may also be paid all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company. The fees of directors, and any benefits payable to directors shall be subject to annual shareholder approval at a General Meeting.
- 24.4 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 Directors so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of 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 or their share in the remuneration from time to time provided for the Directors.

## **25.0 Inspection of Directors' service contracts**

- 25.1 Subject to Rule 25.2, the Company shall keep and maintain a copy of every Director's service contract with the Company or with its subsidiaries available for inspection. All the copies of contracts shall be kept at the Office and made available for inspection for at least one (1) year from the date of termination or expiry of the contract. The service contract to be kept and maintained shall include the original contract and any variation thereof.
- 25.2 Every copy of the contract required to be kept under Rule 25.1 shall be made available for inspection by members holding at least five per centum (5%) of the total paid up capital.

## **26.0 Secretary**

- 26.1 The Secretary or Secretaries shall, in accordance with the Act, be appointed by the Directors for such term, at such remuneration and upon such conditions as the Directors may think fit, and any Secretary so appointed may be removed by them, but without prejudice to any claim he may have for damages for breach of any contract of service with the Company.
- 26.2 The Directors may from time to time by resolution appoint a temporary substitute for any Secretary who shall be deemed to be the Secretary during the term of his appointment. The appointment and duties of the Secretary or Secretaries shall not conflict with the provisions of the Act.

## **27.0 Validity of acts of Directors and officers**

- 27.1 All acts done by any meeting of the Board, or by any committee established by the Board or by any person acting as a Director or manager or secretary shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or qualification of any Director or manager or secretary or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or secretary or manager, as the case may be.

## **28.0 Common seal**

- 28.1 The Board may at any time determine that the Company shall not have a common seal.
- 28.2 Unless a determination is made under Rule 28.1, the Company shall have a common seal and shall contain such information as is required by the Act.
- 28.3 The Board shall provide for the safe custody of the common seal and shall only use the same pursuant to a resolution of the Board or a committee of the directors authorised to use the common seal. Every instrument to which the common seal is affixed shall be signed by a Director and by the secretary or a second Director or some other person appointed by the Board or the committee for that purpose.
- 28.4 The Company shall have an official seal to seal Securities issued by the Company or documents creating or evidencing Securities so issued. The official seal:-
- 28.4.1 shall be an exact copy of the Seal, with the addition on its face of the word "Securities"; and
- 28.4.2 when duly affixed to the document has the same effect as the Seal.

## **29.0 Execution and authentication of documents or proceedings**

### *Execution of contracts*

- 29.1 A contract may be made -
- 29.1.1 by the Company, in writing under its common seal;
- 29.1.2 on behalf of the Company, by any person acting under its authority, express or implied; or
- 29.1.3 on behalf of the Company, orally, by any person acting under its authority, express or implied.

### *Execution of documents*

- 29.2 Where a document is required by any written law or agreement to be executed under a common seal, the Company may execute such document by –
- 29.2.1 affixing its common seal, if any, in accordance with this Constitution; or
- 29.2.2 signature on behalf of the Company by at least two (2) authorised officers, one of whom shall be a Director.

### *Authentication of document or proceeding*

- 29.3 A document or proceeding requiring authentication by the Company may be signed by an authorised officer and need not be made under the common seal.

*Authorised officer*

29.4 For the purposes of Rules 29.2 and 29.3, an “authorised officer” means –

29.4.1 a Director;

29.4.2 a secretary; or

29.4.3 any other person,

approved by the Board.

*Execution of deeds*

29.5 A document is validly executed by the Company as a deed if –

29.5.1 it is duly executed by the Company; and

29.5.2 it is duly delivered as a deed.

29.6 Notwithstanding Rule 29.5, the Company may, by instrument executed as a deed, empower a person, either generally or in respect of specified matters, to execute deeds or other documents on its behalf. A deed or other document executed by the person referred to in this Rule shall have the effect as if the deed or document is executed by the Company.

**30.0 Accounts**

30.1 The Company, the Board and managers of the Company shall cause the accounting and other records to be kept in accordance with the requirements of the Act with respect to (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place, (b) all sales and purchases of goods by the Company and (c) the assets, credits and liabilities of the Company. The interval between the close of a financial year of the company and the issue of the annual audited accounts, the Directors' and auditors' report to the Exchange shall not exceed four (4) months or such period as may be prescribed by the Listing Requirements –

30.1.1 to sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheet and documents to be attached thereto to be prepared; and

30.1.2 in a manner as to enable such accounting and other records to be conveniently and properly audited.

30.2 The Board and managers of the Company shall cause the appropriate entries to be made in the accounting and other records within sixty (60) days of the completion of the transactions to which the entries relate.

30.3 The records referred to in Rule 30.1 shall –

30.3.1 be retained for seven (7) years after the completion of the transactions or operations to which the entries relate;

30.3.2 be kept at the office or at such other place as the Board thinks fit;

30.3.3 at all times be open for inspection by the Directors but no member who is not a Director shall have any right to inspect any account or book or paper of the Company except as conferred by statute or by the Board or by the Company in General Meeting.

### **31.0 Financial statements**

#### **31.1 The Board shall:**

- 31.1.1 prepare or cause to be prepared financial statements in accordance with the requirements of the Act;
- 31.1.2 cause the financial statements to be audited by one (1) or more Auditors and the provisions of the Act and the regulations and requirements prescribed by the Exchange in regard to the audit and the powers, rights, duties, appointments and qualifications of the Auditors, to be observed;
- 31.1.3 cause the audited financial statements and reports relating thereto to be sent at least twenty-one (21) days before the date of the Annual General Meeting of the Company, to –
  - (a) every member;
  - (b) every person who is entitled to receive notice of General Meeting of the Company;
  - (c) every auditor of the Company;
  - (d) every debenture holder of the Company upon request being made to the Company; and
  - (e) the Exchange,

unless a shorter period was agreed by all the members entitled to attend and vote at the Annual General Meeting; and

- 31.1.4 cause the audited financial statements and the reports of the Directors and Auditors to be laid before the Annual General Meeting of the Company pursuant to Rule 18.1 above.

- 31.2 Every such financial statement shall have attached thereto the Report of the Auditors and shall be accompanied by a Report of the Directors as to the state of the Company's affairs and as to the amount (if any) which the Directors recommend to be paid out of the profits by way of dividend or bonus to the members, the proposed Directors' remuneration and the amount (if any) which they decide to carry to any reserve fund according to the provisions in that behalf in these Articles contained and such financial statement shall be signed by not less than two (2) Directors.

### **32.0 Minutes and registers**

- 32.1 The Board shall cause minutes to be duly entered in books provided for the purpose -

- 32.1.1 of all appointments of officers to be engaged in the management of the Company's affairs;
- 32.1.2 of all proceedings at all meetings of the Company, of the holders of any class of shares or debentures of the Company and of meetings of the Board and committees of directors, including the names of the Directors present at each such meeting;
- 32.1.3 of all orders and regulations made by the Board and any committee of directors.

The minutes of meetings shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, and shall be evidence of such resolutions and proceedings and other facts therein stated without further proof.

- 32.2 The Company shall keep and maintain such registers as are required to be kept under the Act and shall, if so required by the Act, notify the Registrar of any change in the particulars in such register in the manner and within the period prescribed by the Act. Such registers shall be kept at the Office or such other place as may be permitted under the Act.

### **33.0 Distribution and reserves**

- 33.1 Subject to the Act, the Company may make a distribution to its shareholders out of profits of the Company provided that the Company is solvent.
- 33.2 Before a distribution is made by the Company to any shareholder, such distribution must be authorised by the Directors. The Directors may authorise a distribution at such time and in such amount as they consider appropriate, if they are satisfied that the Company will be solvent immediately after the distribution is made.
- 33.3 If after a distribution is authorised and before it is made, the Directors cease to be satisfied on reasonable grounds that the Company will be solvent immediately after the distribution is made, the Directors shall take all necessary steps to prevent the distribution from being made.
- 33.4 The Directors may fix the time that a distribution is payable and the method of payment. A distribution can be paid in cash, by the issue of shares or other Securities, by the grant of options and by the transfer of assets to a shareholder.
- 33.5 The Directors may, before recommending any dividends whether preferential or otherwise, carry to reserve out of the profits of the Company such sums as they think proper. The Directors shall also have power to carry to reserve any surplus realised on the sale of any fixed assets of the Company or arising from a revaluation of the Company's properties or assets. All sums standing to reserve may be applied from time to time in the discretion of the Directors for meeting depreciation or contingencies or for capitalisation and special distribution by way or bonuses or for equalising dividends or for repairing, improving, replacing or maintaining any of the property of the Company or for such other purposes as the Directors may in their absolute discretion think fit in the best interest of the Company and, pending such application, may at the like discretion either be employed in the business of the Company or be invested in such investments or be kept on deposit at any bank as the Directors think fit and that without being kept separate from the other assets of the Company. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The income arising from any reserve fund shall be treated as part of the gross profits of the Company. The Directors may also without placing the same to reserve carry over any profits which they may think it not prudent to divide.
- 33.6 The Directors may apply any part of any such reserve funds as may represent undistributed profits to provide, make up, equalise or increase any dividend or to pay a bonus from time to time.
- 33.7 The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- 33.8 Where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof such profits or losses as the case may be shall (subject to the provisions of the Act) at the discretion of the Directors, be credited or debited wholly or in part to Profit and Loss Account and in that case the amount so credited or debited shall for the purpose of ascertaining the funds available for dividend, be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. If any shares or Securities are purchased cum dividend or interest such dividend or interest when paid may at the discretion of the Directors be treated as revenue and it shall not be obligatory to capitalise the same or any part thereof.

- 33.9 Whenever any shares of the Company shall be 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 Directors may, subject to the provisions of the Act, pay interest at a rate not exceeding four per centum (4%) per annum on so much of that share capital as shall for the time being be paid up and charge the same to capital as part of the cost of construction of such work or buildings or the provision of such plant.
- 33.10 Subject to the rights of persons, if any, entitled to shares with special rights as to distribution, all distributions shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the distribution is paid. No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Rule as paid on the share.
- 33.11 All distributions shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion of the period in respect of which the distribution is paid; but if any share is issued on terms providing that it shall rank for distribution as from a particular date, that share shall rank for distribution accordingly.
- 33.12 No distribution shall carry interest as against the Company unless otherwise provided by the rights attached to that share.
- 33.13 The Directors may deduct from any dividend payable to any shareholder all sums of money, if any, due from him to the Company on account of calls made or payable on the shares of the Company. This right shall not extend to any dividend payable in respect of fully paid shares held by a shareholder.
- 33.14 The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions of this Constitution relating to the transmission of shares, entitled to become a shareholder, or which any person is under those provisions entitled to transfer, until such person becomes a shareholder in respect of such shares or transfers the same.
- 33.15 Any General Meeting declaring a dividend may, upon the recommendation of the Directors, resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways; and any General Meeting may, upon the recommendation of the Directors resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or funds or other special account or in the hands of the Company and available for dividend and including any profits arising from the sale or revaluation of the assets of the Company or any part thereof or by reason of any other accretion to capital assets be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distribution by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares of the Company or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. For the purpose of giving effect to any resolution under this Rule the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Ringgit Malaysia One (RM1.00) may be disregarded in order to adjust the rights of all parties and may vest any such cash or specified assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with the provisions of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.



- 33.16 Any distribution, interest or other money payable in respect of a share may be paid in such manner as may be determined by the Directors, including –
- 33.16.1 by crediting the money to a bank account nominated by a shareholder from time to time; or
- 33.16.2 by cheque sent by post –
- (a) to the address of the holder as shown in the Register;
  - (b) to such other address as the holder may in writing direct; or
  - (c) if several persons are entitled to a share in consequence of the death or bankruptcy of a shareholder, to any one (1) of such persons and to such address as those persons may in writing direct.
- 33.17 Every payment by cheque shall be made payable to the person or persons entitled and be sent at the risk of the person or persons entitled to the money thereby represented. The payment of any such cheque shall be a good discharge to the Company for the amount represented thereby.

#### **34.0 Capitalisation of profits**

- 34.1 The Directors may resolve to utilise the profits or other distributable reserves of the Company–
- 34.1.1 in paying up any amounts unpaid on shares held by the members;
- 34.1.2 in paying up in full unissued shares or debentures to be issued to the members as fully paid; or
- 34.1.3 partly for the purposes stated in Rule 34.1.1 and partly for the purposes stated in Rule 34.1.2,
- on a basis which is in proportion to the shares held by each member.
- 34.2 The Directors shall do all acts required to give effect to the resolution and shall have the power to –
- 34.2.1 make payment in cash in lieu of issuing fractions of shares or debentures to any member; and
- 34.2.2 authorise any person to enter on behalf of all the members entitled to any shares or debentures into an agreement with the Company for –
- (a) the allotment and issue to those members of any shares or debentures credited as fully paid up, upon such capitalisation; or
  - (b) the payment by the Company on behalf of those members, of their respective proportions of the profits to be capitalised of the amount or any part of the amount remaining unpaid on their existing shares,
- in accordance with the resolution. Any agreement made pursuant to this Rule shall be effective and binding on all members.

#### **35.0 Communications between the Company and the members**

- 35.1 Notice of General Meetings of the Company shall be given by the Company to the members in the manner set out in Rules 18.23 to 18.26.



- 35.2 Subject to Rule 35.1, any other communication between the Company and the members, including matters relating to resolutions, supply of information or documents or otherwise for the purposes of complying with the Act may be –
- 35.2.1 in hard copy;
  - 35.2.2 in electronic form; or
  - 35.2.3 partly in hard copy and partly in electronic form.
- 35.3 A communication in hard copy for the matters stated in Rule 35.2 shall be valid if –
- 35.3.1 addressed to the Company at the Office; or
  - 35.3.2 addressed to the member at the last known address.
- 35.4 A communication in electronic form for the matters stated in Rule 35.2 shall be valid if –
- 35.4.1 addressed to the Company at an electronic address provided for that purpose; or
  - 35.4.2 addressed to the member at the last known electronic address provided for that purpose.
- 35.5 A communication by hard copy shall be deemed to be served –
- 35.5.1 where the communication is sent in Malaysia to an addressee who has an address for service in Malaysia, four (4) days following that on which a properly stamped envelope containing the same is posted; and
  - 35.5.2 where the communication is sent from Malaysia to an addressee who has an address for service outside Malaysia or sent from a place outside Malaysia to an addressee who has an address for service in Malaysia, seven (7) days following that on which an envelope stamped at the appropriate airmail rates containing the same is posted from Malaysia.
- In proving service by post it shall be sufficient to prove that the letter containing the notice or document was properly addressed and stamped and put into a government post box or delivered to the postal authority for delivery. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.
- 35.6 A communication in electronic form shall be deemed to be served in the following instances:-
- 35.6.1 for communication via electronic mail (“**e-mail**”) or short messaging service (“**SMS**”), upon transmission of the same to the electronic address of the addressee unless the sender receives an automated delivery failure notice after the communication has been transmitted;
  - 35.6.2 for communication via publication on a website or such other electronic form enabled by available technology, upon notification in writing to the members of the Company that the document has been published on a website or released into a public domain; and
  - 35.6.3 for failed electronic communication, upon communication by hard copy instead.
- 35.7 Every person who, by operation of law, transfer, transmission or other means whatsoever, becomes entitled to any shares, shall be bound by every notice in respect of such shares which have been duly served on the person from whom he derives the title of such shares, prior to his name and address being entered in the Register or Record of Depositors as the registered holder of such shares.

- 35.8 A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of the representative of the deceased, or assignee of the insolvent or by any like description, at the address (if any) 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 given if the death or insolvency has not occurred.
- 35.9 Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, until some other person be registered in his stead as the holder and such service shall, for all purposes of these presents, be deemed a sufficient service of such notice or document on his heirs, executors or administrators.
- 35.10 The signature to any notice to be given by the Company may be written or printed.
- 35.11 Where a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day on which the notice is to be operative shall be excluded in computing such number of days or other period.

### **36.0 Winding up**

- 36.1 If the Company shall be wound up and 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 and if in a winding-up the assets available as aforesaid shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively but this Rule is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
- 36.2 (a) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a Special Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustee upon such trusts for the benefit of the contributories or any of them as the liquidator, with the like sanction, shall think fit.
- (b) If thought expedient, and such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the constitution) and in particular any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right of dissent and other ancillary rights as if such determination were a Special Resolution passed pursuant to the provisions of the Act.
- (c) In case any shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may, within ten (10) days after the passing of the Special Resolution, by notice in writing direct the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.
- 36.3 Where permitted under law, the Company is empowered to apply, as the Directors think fit, to the Exchange to (a) waive or modify the Company's compliance with any of the Listing Requirements or part thereof and/or (b) vary or revoke any decision(s) made by the Exchange in respect of the Company's compliance with any of the Listing Requirements or part thereof.

### **37.0 Indemnity**

- 37.1 Subject to the provisions of the Act, the Company may indemnify an officer or auditor of the Company for any costs incurred by him or the Company in respect of any proceedings—
- 37.1.1 that relate to the liability for any act or omission in his capacity as an officer or auditor; and
  - 37.1.2 in which judgment is given in favour of the officer or auditor or in which the officer or auditor is acquitted or is granted relief under this Act, or where proceedings are discontinued or not pursued.
- 37.2 Subject to the provisions of the Act, the Company may indemnify an officer or auditor of the Company in respect of –
- 37.2.1 any liability to any person, other than the Company, for any act or omission in his capacity as an officer or auditor;
  - 37.2.2 any costs incurred by that Director or officer in defending or settling any claim or proceedings relating to such liability except –
    - (a) any liability of the Director to pay -
      - (i) A fine imposed in criminal proceedings; or
      - (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, howsoever arising; or
    - (b) any liability incurred by the Director –
      - (i) in defending any criminal proceedings in which he is convicted; or
      - (ii) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
  - 37.2.3 any costs incurred in connection with an application for relief under the Act.
- 37.3 Subject to the provisions of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security or investment in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the insolvency or tortious act of any person with whom any moneys, Securities or effects shall be deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own negligence or dishonesty.
- 37.4 The Company may, with the prior approval of the Board, effect insurance for an officer or auditor of the Company in respect of –
- 37.4.1 civil liability, for any act or omission in his capacity as a Director or officer or auditor; and
  - 37.4.2 costs incurred by that officer or auditor in defending or settling any claim or proceeding relating to any such liability; or

- 37.4.3 costs incurred by that officer or auditor in defending or settling any proceedings that have been brought against that person in relation to any act or omission in that person's capacity as an officer or auditor –
- (a) in which that person is acquitted;
  - (b) in which that person is granted relief under the Act; or
  - (c) where proceedings are discontinued or not pursued.
- 37.5 The provisions of Rules 37.2, 37.4.1 and 37.4.2 shall not apply to any civil or criminal liability in respect of a breach by a Director of his duties under section 213 of the Act.
- 37.6 The Directors shall –
- 37.6.1 record or cause to be recorded in the minutes of the Board; and
  - 37.6.2 disclose or cause to be disclosed in the directors' report referred to in section 253 of the Act,
- the particulars of any indemnity given, or insurance effected for any officer or auditor of the Company.
- 37.7 For the purposes of Rules 37.1 to 37.6 –
- 37.7.1 "officer" includes –
    - (a) any Director, manager, secretary or employee of the Company;
    - (b) a former officer;
    - (c) a receiver or receiver and manager of any part of the undertaking of the Company appointed under a power contained in any instrument; and
    - (d) any liquidator of the Company appointed in a voluntary winding up, but does not include –
      - (i) any receiver who is not also a manager;
      - (ii) any receiver and manager appointed by Court; or
      - (iii) any liquidator appointed by the Court or by the creditors of the Company;
  - 37.7.2 "effect insurance" includes pay, whether directly or indirectly, the costs of the insurance; and
  - 37.7.3 "indemnify" includes relieve or excuse from liability, whether before or after the liability arises, and "indemnity" has a corresponding meaning.
- 38.0 Inconsistencies with the Act**
- 38.1 If any of the Rules in this Constitution is inconsistent with or in breach of any of the provisions of the Act other than any replaceable rule which has been modified, replaced or excluded by the provisions in this Constitution, then –
- 38.1.1 that Rule shall be read down to the extent necessary to comply with the provisions of the Act; and
  - 38.1.2 that Rule or those portions thereof which are inconsistent with or in breach of any

provision of the Act shall be struck out and deemed not to form part of this Constitution.

### **39.0 Secrecy Clause**

- 39.1 Save as may be expressly provided by the Act and the Listing Requirements, 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 trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it would be inexpedient in the interests of the member of the Company to communicate to the public.

### **40.0 Listing of Subsidiary Company**

- 40.1 Subject to the Act and the Listing Requirements, the Company shall not, unless with the consent of its shareholders in a General Meeting, list the Securities of any of its subsidiaries on any stock exchange.

### **41.0 Alteration of Rules**

- 41.1 These Rules have been drafted in a manner to incorporate the requirements of the relevant governing statutes, regulations and guidelines. Without prejudice to any provisions in the Act or under these Rules pertaining to the amendments of the Rules, in the event the applicable provisions of any relevant governing statutes, regulations and guidelines are from time to time amended, modified or varied, such amendments, modifications or variations shall be deemed inserted herein whereupon these Rules shall be read and construed subject to and in accordance with the amended, modified or varied statutes, regulations and guidelines. The Company shall comply with the provisions of the relevant governing statutes, regulations and/or guidelines as may be amended, modified or varied from time to time and any other applicable directives or requirements imposed by the relevant stock exchange and/or any other regulatory authorities, to the extent required by law, notwithstanding any provisions in these Rules to the contrary.

### **42.0 Inconsistencies with the Listing Requirements**

- 42.1 Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done.
- 42.2 Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.
- 42.3 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).
- 42.4 If the Listing Requirements require this Constitution to contain a provision and it does not contain such provision, this Constitution is deemed to contain that provision.
- 42.5 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.
- 42.6 If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency.
- 42.7 For the purpose of this Rule, unless the context otherwise requires, "Listing Requirements" means the Main Market Listing Requirements of the Exchange including any amendment to the Listing Requirements that may be made from time to time.

EXTRACT OF THE NOTICE OF 49<sup>TH</sup> AGM

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**As Special Business**

To consider and, if thought fit, to pass the following Special Resolution, with or without modifications:-

**Proposed Adoption of new Constitution of the Company (“Proposed Adoption”)**

“THAT the Company’s existing Memorandum and Articles of Association be deleted in its entirety and that the new Constitution as set out in the Company’s Circular to Shareholders dated 29 March 2018 be and is hereby adopted as the new Constitution of the Company.

AND THAT the Directors of the Company be and are hereby authorised to do such acts, deeds and things as are necessary and/or expedient in order to give full effect to the Proposed Adoption with full powers to assent to any conditions, modifications and/or amendments as may be required by any relevant authorities.”

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