THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

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GuocoLand (Malaysia) Berhad (192001000022 (300-K))

A Member of the Hong Leong Group

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

(I) PROPOSED ESTABLISHMENT OF A NEW EXECUTIVE SHARE SCHEME COMPRISING A PROPOSED NEW EXECUTIVE SHARE OPTION SCHEME AND A PROPOSED NEW EXECUTIVE SHARE GRANT SCHEME OF UP TO 10% OF THE TOTAL NUMBER OF ISSUED ORDINARY SHARES IN GUOCOLAND (MALAYSIA) BERHAD ("GLM") (EXCLUDING TREASURY SHARES) FOR THE ELIGIBLE EXECUTIVES AND/OR DIRECTORS OF GLM AND ITS SUBSIDIARIES

(II) PROPOSED ALLOCATION OF OPTIONS AND/OR GRANTS TO THE GROUP MANAGING DIRECTOR OF GLM

Principal Adviser

HongLeong Investment Bank

Hong Leong Investment Bank Berhad
(Registration No. 197001000928 (10209-W))

(A Participating Organisation of Bursa Malaysia Securities Berhad)
(A Trading Participant of Bursa Malaysia Derivatives Berhad)

The resolutions in respect of the abovementioned proposals will be tabled at the forthcoming Annual General Meeting ("**AGM**") of GLM which will be held at Wau Bulan Ballroom, Level 2, Sofitel Kuala Lumpur Damansara, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia. The Notice of AGM and the Form of Proxy are set out in the 2022 Annual Report of GLM, which is available on GLM's website at https://guocoland.com.my/investor-relations.

Last date and time for lodging the Form of Proxy	:	Wednesday, 30 November 2022 at 3.00 p.m.
Date and time of the AGM	:	Friday, 2 December 2022 at 3.00 p.m.

This Circular is dated 28 October 2022

DEFINITIONS

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

AGM	:	Annual General Meeting
Board	:	Board of GLM or board of directors of the relevant subsidiaries of GLM (as the case may be, in respect of Eligible Executives in the said subsidiary only) or a duly authorised committee thereof or an individual authorised by the relevant board of directors
Board of GLM	:	Board of directors of GLM
Bursa Securities	:	Bursa Malaysia Securities Berhad
Bye-Laws	:	Bye-laws governing the Proposed ESS (a draft of which, is set out in **Appendix I** of this Circular), as amended from time to time
Circular	:	This circular to the shareholders of GLM dated 28 October 2022 in relation to the Proposals
Date of Offer	:	The date on which an Offer is made by a Member of our Group in writing to an Eligible Executive
Eligible Executive(s)	:	Collectively, the executive(s) and/or director(s) of our Group who are eligible to participate in the Proposed ESS in accordance with the Bye-Laws
EPS	:	Earnings per Share
GLM or Company	:	GuocoLand (Malaysia) Berhad
Grant(s)	:	Grant(s) under the Proposed ESGS, by whatever name called, by a Member of our Group to the relevant Grant Holder, which may be conditional or unconditional as determined by our Board, constituted by the issuance of a Grant certificate after the acceptance of a Grant Offer
Grant Holder(s)	:	Eligible Executive(s) who is(are) the holder(s) of valid Grant certificate(s)
Grant Offer(s)	:	Offer(s) made in writing by a Member of our Group to Eligible Executive(s) to participate in the Proposed ESGS in the manner provided in the Bye-Laws
Group	:	Collectively, GLM and our subsidiaries
HLIB or Principal Adviser	:	Hong Leong Investment Bank Berhad
Holder(s)	:	Option Holder(s) and/or Grant Holder(s)
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
LPD	:	30 September 2022, being the latest practicable date prior to the issuance of this Circular
Member of our Group	:	GLM or any of our subsidiaries
NA	:	Net assets
Offer(s)	:	Option Offer(s) and/or Grant Offer(s)

Option(s)	:	Option contract(s) under the Proposed ESOS, by whatever name called, between a Member of our Group and the relevant Option Holder, the exercise of which may be conditional or unconditional as determined by our Board, constituted by the issuance of an Option certificate after the acceptance of an Option Offer
Option Holder(s)	:	Eligible Executive(s) who is(are) the holder(s) of valid Option certificate(s)
Option Offer	:	Offer(s) made in writing by a Member of our Group to Eligible Executive(s) to participate in the Proposed ESOS in the manner provided in the Bye-Laws
Option Price	:	The exercise price for Shares set out in an Option certificate as determined by our Board under the Bye-Laws
Performance Period	:	The period determined by our Board for the achievement of the financial and performance targets or criteria
Proposals	:	Collectively, the Proposed ESS and Proposed Allocation
Proposed Allocation	:	The proposed allocation of Options and/or Grants under the Proposed ESS to Mr Tan Wee Bee, our Group Managing Director
Proposed ESGS	:	Proposed establishment of an executive share grant scheme pursuant to the Proposed ESS
Proposed ESOS	:	Proposed establishment of an executive share option scheme pursuant to the Proposed ESS
Proposed ESS	:	Proposed establishment and implementation of a new executive share scheme, which comprises the Proposed ESOS and Proposed ESGS of up to 10% of the total number of issued Shares (excluding treasury Shares) for the Eligible Executives
RM	:	Ringgit Malaysia
Shares	:	Ordinary shares in our Company
VCIP	:	Existing value creation incentive plan which was implemented on 22 August 2011 and will be expiring on 21 August 2061

All references to "**our Company**" in this Circular are to GLM, references to "**our Group**" are collectively to our Company and our subsidiaries, and references to "**we**", "**us**", "**our**" and "**ourselves**" are to our Company, and where the context requires, shall include our subsidiaries.

All references to "**you**" in this Circular are to our shareholders.

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 neuter genders and vice versa. References to a person shall include a corporation, unless otherwise specified.

Any reference to an enactment in this Circular is a reference to that enactment as for the time being amended or re-enacted.

Any reference to the time of day in this Circular is a reference to Malaysian time.

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GuocoLand (Malaysia) Berhad (192001000022 (300-K))

A Member of the Hong Leong Group

Registered Office:

Level 32, Menara Hong Leong
No. 6, Jalan Damanlela
Bukit Damansara
50490 Kuala Lumpur
Malaysia

28 October 2022

Board of GLM:

Mr Tang Hong Cheong	*(Chairman, Non-Executive Director/Non-Independent)*
Mr Tan Wee Bee	*(Group Managing Director/Non-Independent)*
Mr Cheng Hsing Yao (Zheng Xinyao)	*(Non-Executive Director/Non-Independent)*
Mr Peter Ho Kok Wai	*(Non-Executive Director/Independent)*
Encik Zulkiflee bin Hashim	*(Non-Executive Director/Independent)*
Ms Patricia Chua Put Moy	*(Non-Executive Director/Independent)*
Mr Quek Kon Sean	*(Non-Executive Director/Non-Independent)*

To: Our shareholders

Dear Sir/Madam,

(I) PROPOSED ESS

(II) PROPOSED ALLOCATION

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1. INTRODUCTION

On 13 October 2022, HLIB, on behalf of our Board of GLM, had announced that our Company proposed to undertake the following:

(i) establish and implement the Proposed ESS, which comprises the Proposed ESOS and the Proposed ESGS of up to 10% of the total number of issued Shares (excluding treasury Shares) for the Eligible Executives; and

(ii) allocation of Options and/or Grants to our Group Managing Director under or pursuant to the Proposed ESS.

Our Company currently has in place an existing VCIP. Further information on the VCIP is set out in **Appendix II** of this Circular. Notwithstanding the establishment and implementation of the Proposed ESS, the aggregate number of Shares available under the Proposed ESS and existing VCIP shall not, in any event, exceed 10% of the total number of issued Shares (excluding treasury Shares) at any one time.

On 13 October 2022, HLIB, on behalf of our Board of GLM, had announced that an application in relation to the Proposed ESS had been submitted to Bursa Securities on even date.

On 19 October 2022, HLIB, on behalf of our Board of GLM, had announced that Bursa Securities had, on 19 October 2022, approved the listing of and quotation for such number of new Shares representing up to 10% of the total number of issued Shares (excluding treasury Shares) to be issued under the Proposed ESS on the Main Market of Bursa Securities, subject to the conditions as set out in **Section 8** of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE DETAILS OF THE PROPOSALS AND TO SEEK YOUR APPROVAL FOR THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT OUR FORTHCOMING AGM. THE NOTICE OF AGM AND THE FORM OF PROXY ARE SET OUT IN THE 2022 ANNUAL REPORT OF GLM, WHICH IS AVAILABLE ON GLM'S WEBSITE AT https://guocoland.com.my/investor-relations.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR, TOGETHER WITH THE APPENDICES, BEFORE VOTING ON THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT OUR FORTHCOMING AGM.

2. DETAILS OF THE PROPOSED ESS

The Proposed ESS shall be administered by our Board. The Proposed ESS, which shall be governed by the Bye-Laws, entails the making of one (1) or more of the following Offers to the Eligible Executives:

(i) Options which entitle an Option Holder to acquire Shares at the Option Price; and/or

(ii) Grants which entitle a Grant Holder to receive Shares without any consideration payable by the Grant Holder.

Our Board may, at its discretion, impose such vesting conditions (including financial and performance targets, the Performance Period and vesting period, if any) as it deems fit with the Offers. In determining whether to make an Offer, our Board may take into consideration market practice, the quantum of the award, the length of the Performance Period and the performance targets.

For example, where the reward is performance based and the Performance Period and vesting period may stretch over 60 months, our Board may consider a Grant Offer to minimise the uncertainty caused by share price volatility.

Depending on the circumstances at the point of vesting, notwithstanding that our Board has awarded either Option Offers and/or Grant Offers, the Bye-Laws allow for such Option Offer and/or Grant Offer to be substituted with Alternative Settlement (as set out in **Section 2.5** of this Circular).

In implementing the Proposed ESS, it is the intention of our Company to have the flexibility, at the absolute discretion of our Board, to enable the satisfaction of the Options and/or Grants through the following:

(i) issue of new Shares;

(ii) transfer of treasury Shares;

(iii) transfer of existing Shares (other than treasury Shares); and/or

(iv) cash settlement pursuant to the Bye-Laws.

To facilitate the implementation of the Proposed ESS, our Company may make the necessary arrangements, including appointing a trustee, to acquire treasury Shares or other existing Shares or to subscribe for new Shares, for the purpose of the Proposed ESS ("**Trustee**") under a trust to be established ("**Trust**"). The Trustee shall administer the Trust in accordance with a deed of trust to be executed between the Trustee and our Company.

The salient features of the Bye-Laws are as set out in **Sections 2.1 to 2.9** of this Circular. Please refer to **Appendix I** of this Circular for the draft Bye-Laws.

2.1 Maximum number of new Shares available under the Proposed ESS

At any point of time during the existence of the Proposed ESS, the aggregate number of Shares comprised in the Options and/or Grants under the Proposed ESS, and any other executive share schemes established by our Company which are still subsisting, shall not exceed an amount equivalent to 10% of the total number of issued Shares (excluding treasury Shares) at any one time ("**Maximum Aggregate**").

2.2 Eligibility

The participants in the Proposed ESS must be at least 18 years of age and:

(i) be an executive of a Member of our Group and has been confirmed in service; or

(ii) be a director of a Member of our Group,

as at the Date of Offer.

Our Board may from time to time at its absolute discretion select and identify suitable Eligible Executives to be made Offers.

Notwithstanding that non-executive directors may be eligible to participate in the Proposed ESS, in the event our Company decides to offer Options or Grants to the non-executive directors of our Company, our Company will seek shareholders' approval for authority to do so and the rationale for the same will then be provided.

2.3 Offers

Our Board may at its absolute discretion make one or more than one Offer over the duration of the Proposed ESS, and determine the number of Shares and the terms and conditions to be comprised in an Offer. The maximum number of Shares to be allocated for each financial year has not been determined.

Where an Eligible Executive holds 20% or more of the total number of issued Shares (excluding treasury Shares), either singly or collectively through persons connected (as defined in the Listing Requirements) with the Eligible Executive, the allocation to such Eligible Executive must not exceed 10% of the Maximum Aggregate.

Our Board may at its absolute discretion determine the aggregate allocation to the directors and senior management of our Group under the Proposed ESS. For information purposes, up to 100% of the total number of Shares made available under the Proposed ESS may be allocated to the directors and senior management of our Group, but in any case, it shall not exceed the Maximum Aggregate and where applicable, to be in accordance with the additional limit as set out above. This is in view that the directors and senior management of our Group are the key drivers to the development and growth of our Group's financial, business and/or operational performances.

The directors and senior management of Member of our Group shall not participate in any deliberation or discussion of their own respective allocations and/or allocations to persons connected with them under the Proposed ESS.

2.4 Malus and/or clawback

Our Board has put in place malus and clawback provisions allowing our Group to reduce or cancel a Holder's award before the Options are exercised and/or Grants have vested (malus) and to recover any award of Shares to an Eligible Executive pursuant to the exercise of Options and/or vesting of Grants (clawback).

Such rights are exercisable only in certain circumstances such as fraud, misconduct, financial misstatements or causing material risks or exposure unacceptable to our Company.

Upon the occurrence of the applicable malus and/or clawback event(s) to be determined:

(i) the number of Shares that may be vested and/or acquired under an Option/Grant may be reduced (including to nil); or

(ii) Shares may be clawed back and/or the equivalent cash sum may be repaid.

2.5 Price

Our Board may, at its absolute discretion, determine the Option Price provided that the Option Price fixed shall not be at a discount of more than 10% from the 5-day volume weighted average market price ("**VWAMP**") of the Shares preceding the Date of Offer of the Option.

Subject to the laws and Listing Requirements, our Board may, at its absolute discretion, and at any time (including without limitation, after an Option has been exercised or after the date of vesting of a Grant, as the case may be), decide that in substitution for all or any part of the Shares which the Holder would otherwise be entitled to upon exercise of an Option or vesting of a Grant, the Holder shall be paid in cash in lieu of the substituted Shares ("**Alternative Settlement**") of an amount equal to:

(i) in the case of an Option, the aggregate VWAMP of the substituted Shares for such period preceding or following such date as determined by our Board at its absolute discretion ("**Market Value**"), less the aggregate Option Price of such substituted Shares; and

(ii) in the case of a Grant, the aggregate Market Value of the substituted Shares.

The Alternative Settlement is intended to provide our Board with the flexibility to replace the Options and/or Grants awarded, if and when circumstances such as regulatory, legal or market constraints arise which may have the effect of preventing, delaying or restricting our Board's ability to expediently fulfil its obligations to the Holders.

For example, the Alternative Settlement may enable our Board to minimise any delay or mitigate any restrictions caused by any offshore regulatory or legal constraints applicable to foreign employees.

2.6 Ranking of Shares pursuant to the Proposed ESS

In the event that any new Shares are to be allotted and issued pursuant to the Proposed ESS, the new Shares shall, upon allotment and issue, rank equally in all respects with the existing issued Shares, except that they will not rank for any dividend, right, entitlement and/or distribution, in respect of which the record date precedes the allotment date of the new Shares and will be subject to all the provisions of the Constitution of our Company relating to transfer, transmission or otherwise.

In the event any treasury Shares or existing Shares are to be transferred upon the exercise of an Option or vesting of a Grant pursuant to the Proposed ESS, the treasury Shares or existing Shares shall be transferred together with all dividends, rights, entitlements and distributions, in respect of which the record date is on or after the transfer date.

2.7 Duration of the Proposed ESS

The Proposed ESS shall be in force for a period of 10 years from the effective date for the implementation of the Proposed ESS to be determined by our Board of GLM after fulfilment of all the relevant requirements of the Listing Requirements.

The Proposed ESS may be terminated by our Company at any time prior to the expiry of the duration of the Proposed ESS as stipulated in bye-law 15.2 of the draft Bye-Laws of the Proposed ESS as set out in **Appendix I** of this Circular. Notwithstanding the termination, our Company will fulfil our contractual obligation to the Holders. Upon termination of the Proposed ESS, no further Offers shall be made by a Member of our Group.

The termination of the Proposed ESS prior to its expiry will be announced to Bursa Securities in accordance with the Listing Requirements.

2.8 Liquidation of our Company

Upon the commencement of winding-up of our Company, all unaccepted Offers, all Options and Grants not vested, and all vested Options and vested Grants for which Shares have not yet been transferred, shall lapse and be null and void and be of no further force and effect.

The winding-up of any Member of our Group other than our Company shall have no effect on the Proposed ESS or the provisions of the Bye-Laws.

2.9 Adjustment events

In the event of an alteration in the capital structure of our Company during the duration of the Proposed ESS:

(i) in the case of the Proposed ESOS, adjustments may be made to the number of Shares comprised in an Option Offer or Option, or any portion that is unexercised, or Option Price; and

(ii) in the case of the Proposed ESGS, adjustments may be made to the number of Shares comprised in a Grant Offer or Grant, or any portion that is not vested,

in accordance with the Bye-Laws.

Any adjustment arising from a bonus issue, subdivision or consolidation of Shares shall be as determined by our Board to be in its opinion fair and reasonable to the Holders and the decision of our Board shall be final and binding in all respects on the Holders.

Any adjustment other than on a bonus issue, subdivision or consolidation of Shares must be in such manner or formula as to give the Holders a fair and reasonable entitlement under the Proposed ESOS and Proposed ESGS as confirmed in writing by the external auditors or the principal adviser of our Company (acting as an expert and not as an arbitrator) as being in its opinion fair and reasonable. The confirmation by the external auditors or the principal adviser of our Company shall be final and binding in all respects on the Holders.

2.10 Pre-emptive rights pursuant to Section 85(1) of the Companies Act 2016 ("Act")

Pursuant to Section 85(1) of the Act read together with Clause 50 of our Constitution, our shareholders have pre-emptive rights to be offered any new Shares which rank equally to the existing issued Shares or other convertible securities.

Section 85(1) of the Act provides as follows:

*"**85. Pre-emptive rights to new shares***

(1) Subject to the constitution, where a company issues shares which rank equally to existing shares as to voting or distribution rights, those shares shall first be offered to the holders of existing shares in a manner which would, if the offer were accepted, maintain the relative voting and distribution rights of those shareholders."

Clause 50 of our Constitution provides as follows:

"50. 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…

Subject to the provisions of this Constitution, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person."

In order for our Board of GLM to issue any new Shares or other convertible securities free of pre-emptive rights, such pre-emptive rights must be waived. As such, the waiving of such pre-emptive rights will be tabled at our forthcoming AGM under the proposed Ordinary Resolution 9 to seek our shareholders' approval. The proposed Ordinary Resolution 9 if passed, will exclude your pre-emptive right to be offered Options, Grants and/or any new Shares to be issued by our Company pursuant to the Proposed ESS. Please refer to the notice of AGM for the proposed Ordinary Resolution 9 which is available on GLM's website at https://guocoland.com.my/investor-relations.

3. DETAILS OF THE PROPOSED ALLOCATION

Our Company proposes to seek the approval of our shareholders for authority to grant Options and/or Grants to Mr Tan Wee Bee, our Group Managing Director, subject always to the provisions of the Bye-Laws and the relevant laws and requirements.

The Proposed Allocation to our Group Managing Director is up to 7 million Shares comprised in the Options and/or Grants under the Proposed ESS or 10% of the Maximum Aggregate, whichever is higher. He shall be subject to the individual allowable limit as stated in **Section 2.3** of this Circular. For ease of reference, where an Eligible Executive holds 20% or more of the total number of issued Shares (excluding treasury Shares), either singly or collectively through persons connected (as defined in the Listing Requirements) with the Eligible Executive, the allocation to such Eligible Executive must not exceed 10% of the Maximum Aggregate.

4. USE OF PROCEEDS

The proceeds to be received by our Company upon the exercise of the Options will depend on, amongst others, the Option Price and the number of Options granted and exercised at the relevant point in time. As such, the amount of proceeds to be received from the exercise of the Options is not determinable at this juncture.

In relation to the Proposed ESOS, the proceeds from the exercise of the Options shall be used to pay for the cost of purchasing the said Shares and/or to purchase additional Shares for the purpose of the Proposed ESS.

In relation to the Proposed ESGS, our Company will not receive any proceeds pursuant to the Proposed ESGS as the Grant Holders will not be required to pay for the Shares to be issued and/or transferred to them.

The estimated expenses in relation to the Proposals are approximately RM0.12 million.

For information purposes, our Company has not undertaken any equity fund raising exercise in the past 12 months before the date of announcement of the Proposals.

5. RATIONALE FOR THE PROPOSALS

The Proposed ESS is a separate plan from the VCIP as the latter entails grant of options only and are satisfied through the transfer of existing Shares and/or cash settlement. Hence, the Proposals are intended to:

(i) enable our Company to align the long-term interests of Eligible Executives with those of the shareholders of our Company, as well as to motivate and reward them; and

(ii) provide flexibility to our Board to satisfy the Options and/or Grants through other avenues such as by issuance of new Shares and transfer of treasury Shares.

6. EFFECTS OF THE PROPOSALS

6.1 Issued share capital

The Proposals are not expected to have an immediate effect on the issued share capital of our Company. The issued share capital of our Company will increase depending on the number of new Shares to be issued under the Proposals. However, if existing Shares or treasury Shares are transferred to any Holder pursuant to the exercise of Option or vesting of Grant respectively, or if our Company cash-settles the Options and Grants, there will be no effect on the issued share capital of our Company.

For information purposes, the issued share capital of our Company stood at RM385,318,195 comprising 700,458,518 Shares as at the LPD.

6.2 Substantial shareholders' shareholdings

The Proposals are not expected to have any immediate effect on the shareholdings of substantial shareholders of our Company until and unless new Shares are issued or treasury Shares are transferred, as the case may be, to the Holder. Any effect on the shareholdings of our Company's substantial shareholders will depend on the number of such new Shares issued or such treasury Shares transferred pursuant to the Proposals at the relevant point in time.

In the event that existing Shares are transferred to the Holder as a mode of settlement for the Options and Grants or if our Company cash-settles them, there will be no impact to the shareholdings of our Company's substantial shareholders.

As at LPD, the substantial shareholders of GLM together with their respective shareholdings as at the LPD are as follows:

	Direct		Indirect	
Name	**No. of Shares**	**%**	**No. of Shares**	**%**
GuoLine Capital Assets Limited ("**GCA**")	-	-	455,506,780	(1)65.03
GuoLine Overseas Limited	-	-	455,506,780	(1)65.03
Guoco Group Limited	-	-	455,506,780	(1)65.03
GuocoLand Assets Pte Ltd	-	-	455,506,780	(1)65.03
GuocoLand Limited	-	-	455,506,780	(1)65.03
GLL (Malaysia) Pte Ltd ("**GLLM**")	455,506,780	65.03	-	-
Tan Sri Quek Leng Chan	19,506,780	2.78	478,766,996	(2)68.35
Kwek Leng Beng	-	-	479,266,996	(3)68.42
Kwek Holdings Pte Ltd	-	-	479,266,996	(3)68.42
Hong Realty (Private) Limited	-	-	479,266,996	(3)68.42
Hong Leong Investment Holdings Pte Ltd	-	-	479,266,996	(3)68.42
Kwek Leng Kee	-	-	479,266,996	(3)68.42
Davos Investment Holdings Private Limited	-	-	479,266,996	(3)68.42

Notes:

(1) Held through GLLM.

(2) Held through GCA and a company in which the substantial shareholder has interest.

(3) Held through GCA and companies in which the substantial shareholder has interest.

6.3 NA and gearing

The Proposals are not expected to have an immediate effect on the NA, NA per Share and gearing of our Group based on its latest audited consolidated financial statements as at 30 June 2022 until such time new Shares are issued, treasury Shares and/or existing Shares to be held in a Trust pursuant to the Proposals are transferred, and/or cash settlement in connection with the exercise of Options and/or vesting of Grants is made.

Any potential effect on the NA, NA per Share and gearing of our Company will depend on the mode of settlement of the Options and Grants, which will only be determined at the time of exercise of Options and/or vesting of Grants. Any allotment and issuance of new Shares, transfer of treasury Shares and/or existing Shares to be held in a Trust pursuant to the Proposals may have a dilutive effect on the NA per Share of our Company due to the resultant increase in the total number of issued Shares (excluding treasury Shares and/or existing Shares to be held in a Trust pursuant to the Proposals).

6.4 Earnings and EPS

In accordance with the Malaysian Financial Reporting Standard 2 on Share Based Payment issued by the Malaysian Accounting Standards Board, the potential cost of the Options and Grants cannot be determined at this juncture as they will be measured at fair value on the date of the Offers granted and recognised as an expense in the profit or loss over the vesting period of such Options and Grants.

The extent of the effect of the Proposals cannot be determined at this juncture as it would depend on various factors that affect the fair value of the Shares at the respective Date of Offer. However, depending on the manner in which the Options and Grants are satisfied, the potential cost of granting them may not necessarily represent a cash outflow and may only be an accounting treatment.

If the Options and Grants are being satisfied via allotment and issuance of new Shares, transfer of treasury Shares and/or existing Shares to be held in a Trust pursuant to the Proposals, the Proposals may have a dilutive effect on the EPS of our Company due to the resultant increase in the number of issued Shares (excluding treasury Shares and/or existing Shares to be held in a Trust pursuant to the Proposals).

6.5 Convertible securities

As at the LPD, our Company does not have any outstanding convertible securities.

7. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of our Shares as traded on Bursa Securities for the past 12 months preceding the date of this Circular are set out in the table below:

	High (RM)	Low (RM)
2021		
October	0.780	0.710
November	0.790	0.695
December	0.740	0.660
2022		
January	0.750	0.695
February	0.725	0.685
March	0.700	0.650
April	0.710	0.670
May	0.695	0.605
June	0.685	0.565
July	0.670	0.625
August	0.700	0.630
September	0.695	0.635
Last transacted market price of our Shares on 12 October 2022, being the last trading day prior to the announcement of the Proposals on 13 October 2022		0.650
Last transacted market price of our Shares as at the LPD		0.660

(Source: Bloomberg)

8. APPROVALS REQUIRED

The Proposals are subject to the following approvals being obtained:

(i) Bursa Securities for the listing of and quotation for such number of Shares representing up to 10% of the total number of issued Shares (excluding treasury Shares) to be issued pursuant to the Proposed ESS on the Main Market of Bursa Securities, which was obtained vide its letter dated 19 October 2022, subject to the following conditions:

No.	Conditions imposed	Status of compliance
(a)	HLIB is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESS pursuant to Paragraph 6.43(1) of the Listing Requirements and stating the effective date of implementation together with a certified true copy of the resolution passed by the shareholders in general meeting approving the Proposed ESS; and	To be complied
(b)	GLM is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESS as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied

(ii) our shareholders at our forthcoming AGM; and

(iii) any other relevant authorities/parties, if required.

The Proposed Allocation is conditional upon the Proposed ESS and not vice versa. The Proposed ESS is not conditional upon any other corporate exercise of GLM.

9. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

Save as disclosed below, none of our directors, major shareholders and/or persons connected with them has any interest, direct and/or indirect, in the Proposals.

Mr Tan Wee Bee, by virtue of his eligibility to participate in the Proposed ESS, is deemed interested in respect of his Proposed Allocation. As such, Mr Tan Wee Bee:

(i) has abstained and will continue to abstain from deliberation and voting by our Board of GLM in regards to the Proposed Allocation;

(ii) will abstain from voting on his direct and/or indirect shareholdings in our Company, if any, on the ordinary resolution pertaining to the Proposed Allocation at our forthcoming AGM; and

(iii) will ensure that persons connected with him will abstain from voting on their direct and/or indirect shareholdings in our Company, if any, on the ordinary resolution pertaining to the Proposed Allocation at our forthcoming AGM.

As at the LPD, Mr Tan Wee Bee does not hold any Shares in GLM.

10. DIRECTORS' STATEMENT AND RECOMMENDATION

Our Board of GLM, having considered all aspects of the Proposed ESS (including but not limited to the rationale for the Proposed ESS), is of the opinion that the Proposed ESS is in the best interest of our Company and accordingly, our Board of GLM recommends that you vote in favour of the proposed ordinary resolution in relation to the Proposed ESS to be tabled at our forthcoming AGM.

Our Board of GLM (save for Mr Tan Wee Bee who has abstained from expressing any opinion in relation to his Proposed Allocation), having considered all aspects of the Proposed Allocation, is of the opinion that the Proposed Allocation is in the best interest of our Company and accordingly, our Board of GLM (save for Mr Tan Wee Bee) recommends that you vote in favour of the proposed ordinary resolution in relation to the Proposed Allocation to be tabled at our forthcoming AGM.

11. ESTIMATED TIME FRAME FOR IMPLEMENTATION

Barring any unforeseen circumstances, the Proposed ESS is expected to be implemented by the 4th quarter of 2022.

12. OUTSTANDING CORPORATE EXERCISE/SCHEME ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed ESS, there is no outstanding corporate exercise/scheme by our Company which has been announced but pending completion prior to the issuance of this Circular.

13. AGM

Our forthcoming AGM will be held at the Wau Bulan Ballroom, Level 2, Sofitel Kuala Lumpur Damansara, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia on Friday, 2 December 2022 at 3.00 p.m. thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions to give effect to the Proposals.

The notice of AGM and the Form of Proxy are enclosed in the 2022 Annual Report of GLM, which is available on GLM's website at https://guocoland.com.my/investor-relations.

If you are unable to attend and vote at our forthcoming AGM and wish to appoint other person(s) to be your proxy, please complete the Form of Proxy and deposit it at our registered office at Level 32, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia or lodged electronically via email at glm-gmeeting@guocoland.com, not less than 48 hours before the time set for holding our forthcoming AGM.

The completion and deposit of the Form of Proxy will not preclude you from attending and voting at our forthcoming AGM should you subsequently wish to do so. The Form of Proxy should be completed strictly in accordance with the instructions contained therein.

14. FURTHER INFORMATION

You are requested to refer to the enclosed appendices for further information.

Yours faithfully,
For and on behalf of the Board of
GUOCOLAND (MALAYSIA) BERHAD

Mr Tang Hong Cheong
Chairman

GUOCOLAND (MALAYSIA) BERHAD
BYE-LAWS OF EXECUTIVE SHARE SCHEME (Scheme 2022)

PART A: GENERAL PROVISIONS

1. DEFINITIONS

1.1 In this Scheme 2022, unless otherwise specified, the following definitions shall apply throughout:

"Act"	:	Companies Act 2016, as amended from time to time and any re-enactment thereof
"Associate Corporation"	:	A Corporation in which at least 20% but not more than 50% of the shares are held directly or indirectly by GLM
"Board"	:	Board of directors of the Company or board of directors of the relevant subsidiary of the Company (as the case may be, in respect of Eligible Executives in the said subsidiary only) or a duly authorised committee thereof or an individual authorised by the board of directors
"Board Lot"	:	A parcel of Shares comprising one hundred (100) units or any other number of shares permitted to be traded by Bursa Securities as a board lot
"Bursa Depository"	:	Bursa Malaysia Depository Sdn Bhd
"Bursa Securities"	:	Bursa Malaysia Securities Berhad
"Bye-Laws"	:	These Bye-Laws of the Scheme 2022, as amended from time to time
"Corporation"	:	A body corporate as defined in Section 3 of the Act
"Constitution"	:	Constitution of the Company, as amended from time to time
"CDS Account"	:	Central Depository System Account established by Bursa Depository for a depositor for the recording of deposit of securities and dealings in such securities by that depositor of securities
"Date of Offer"	:	The date on which an Offer is made by a Member of the Group in writing to an Eligible Executive
"Disciplinary Proceeding"	:	Proceedings instituted by the employer of an Option Holder or Grant Holder against an Option Holder or Grant Holder for any alleged misbehaviour, misconduct or any other acts of an Option Holder or Grant Holder deemed to be unacceptable by that employer whether or not such disciplinary proceedings may give rise to a dismissal or termination of service of such Option Holder or Grant Holder

"Earned Option"	:	An Option or any part thereof that is exercisable by an Option Holder following the fulfilment of the prescribed financial and performance targets or criteria (if any) within such period as may be determined by the Board and as confirmed by the issue of a letter from the relevant Member of the Group
"Eligible Executive"	:	Any person who is eligible to participate in the Scheme 2022 pursuant to Bye-Law 5.1
"ESGS"	:	The executive share grant scheme established by these Bye-Laws, as may be modified or altered from time to time
"ESOS"	:	The executive share option scheme established by these Bye-Laws, as may be modified or altered from time to time
"GLM" or "the Company"	:	GuocoLand (Malaysia) Berhad (192001000022 (300-K)), a company incorporated in Malaysia
"GLM Group" or "Group"	:	GLM and all its subsidiaries (as defined in Section 4 of the Act) from time to time
"Grant"	:	A grant, by whatever name called, by a Member of the Group to the relevant Grant Holder of Shares, which may be conditional or unconditional as determined by the Board, constituted by the issuance of a Grant Certificate after the acceptance of a Grant Offer
"Grant Certificate"	:	A certificate or letter for a Grant issued by a Member of the Group in relation to an accepted Grant Offer
"Grant Conditions"	:	The conditions, if any, determined by the Board and stipulated in the Grant which must be fulfilled for the Shares to be Vested in a Grant Holder
"Grant Holder"	:	An Eligible Executive who is the holder of a valid Grant Certificate
"Grant Offer"	:	An offer made in writing by a Member of the Group to an Eligible Executive to participate in the ESGS in the manner provided in these Bye-Laws
"Holder"	:	An Option Holder or Grant Holder, or both
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities, as amended from time to time
"Market Day"	:	Any day which Bursa Securities is open for trading of securities
"Maximum Aggregate"	:	Has the meaning ascribed to that term in Bye-Law 3.4
"Member of the Group"	:	GLM or any of its subsidiaries
"Offer"	:	An Option Offer or Grant Offer, or both

"Option"	:	An option contract, by whatever name called, between a Member of the Group and the relevant Option Holder, the exercise of which may be conditional or unconditional as determined by the Board, constituted by the issuance of an Option Certificate after the acceptance of an Option Offer
"Option Certificate"	:	A certificate or letter for an Option issued by a Member of the Group in relation to an accepted Option Offer
"Option Exercise Period"	:	The period during which an Earned Option may be exercised as determined by the Board and specified in an Option Certificate
"Option Holder"	:	An Eligible Executive who is the holder of a valid Option Certificate
"Option Offer"	:	An offer made in writing by a Member of the Group to an Eligible Executive to participate in the ESOS in the manner provided in these Bye-Laws
"Option Price"	:	The exercise price for Shares set out in an Option Certificate as determined by the Board under Bye-Law 28
"Performance Period"	:	The period determined by the Board for the achievement of the financial and performance targets or criteria
"Principal Adviser"	:	A recognised principal adviser which shall have the meaning assigned to it under the Listing Requirements
"Related Corporation"	:	Hong Leong Company (Malaysia) Berhad, GuoLine Capital Assets Limited and their subsidiaries
"RM" and "sen"	:	Ringgit Malaysia and sen respectively
"Scheme 2022"	:	The executive share scheme comprising the ESOS and the ESGS established by these Bye-Laws as modified and altered from time to time
"Scheme 2022 Period"	:	The period as set out in Bye-Law 15.1
"Shares" or "GLM Shares"	:	Fully paid ordinary shares in the issued share capital of GLM
"Vest"	:	(i) in relation to an Option, it becoming exercisable; and (ii) in relation to a Grant, a Grant Holder becoming entitled to have Shares transferred to them; in each case subject to the Bye-Laws, and "Vesting" shall be construed accordingly
"Vested Shares"	:	Those Shares which have been Vested to the Holder
"Vesting Date"	:	The date or dates on which all or some of the Shares are Vested
"Vesting Notice"	:	Has the meaning ascribed to that term in Bye-Law 35.3

1.2 In these Bye-Laws, unless the context requires otherwise, words denoting the singular number shall include the plural number and words denoting one gender shall include the other gender.

1.3 The headings in these Bye-Laws are for convenience only and shall not be taken into account in the interpretation of these Bye-Laws.

1.4 If an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day.

2. ADMINISTRATION

The Scheme 2022 shall be administered by the Board in such manner as it shall at its absolute discretion deem fit. Without prejudice to the generality of the foregoing, the Board shall have power from time to time to make, or vary, regulations relating to the Scheme 2022 provided that such regulations are not inconsistent with the provisions of these Bye-Laws.

3. BASIS OF ALLOCATION AND QUANTUM OF SHARES AVAILABLE UNDER THE SCHEME 2022

3.1 The allocation of Shares to be made available for Offers under the Scheme 2022 shall be determined by the Board at any time and from time to time.

3.2 The Board shall determine whether Shares available under this Scheme 2022 are to be offered to the Eligible Executive via ESOS or ESGS, or a combination of both. The Board may decide, at its absolute discretion, to change an Offer made as an Option or a Grant to a Grant or an Option respectively, after it has been made.

3.3 The ESOS and ESGS may be satisfied:

(a) by the issue of new Shares; and/or

(b) by the transfer of treasury Shares; and/or

(c) by the transfer of existing Shares (other than treasury Shares); and/or

(d) by cash settlement pursuant to Bye-law 4 below.

Provided always the ESOS and ESGS may only be satisfied by the issue of new Shares after the Scheme 2022 is approved by the Company's shareholders in general meeting. For the avoidance of doubt, any Offer made under the Scheme 2022 prior to its approval by the Company's shareholders in general meeting may be satisfied by the issue of new Shares if the said issuance is made after the Commencement Date as defined under Bye-Law 15. The Board may decide, at its absolute discretion, to change the way in which it is intended that an Offer made as an Option or a Grant may be satisfied after it has been granted.

3.4 At any point of time during the existence of the Scheme 2022, the aggregate number of Shares comprised in:

(a) exercised Options;

(b) unexercised Options;

(c) unexpired Option Offers pending acceptances and unexpired Grant Offers pending acceptances by the Eligible Executives;

(d) outstanding Grants;

(e) completed Grants; and

(f) exercised options, unexercised options, outstanding grants, completed grants and unexpired offers pending acceptances, under any other executive share schemes established by the Company which are still subsisting;

(hereinafter referred to as "the Aggregate") shall not exceed an amount equivalent to ten percent (10%) of the issued and paid-up ordinary shares (excluding treasury shares) of the Company at any one time (hereinafter referred to as "the Maximum Aggregate").

3.5 Notwithstanding the provision of Bye-Law 3.4 and any other provision herein contained, in the event the Aggregate exceeds the Maximum Aggregate as a result of the Company purchasing its own Shares in accordance with the provisions of Section 127 of the Act or undertaking any other corporate exercise and reducing its issued and paid-up ordinary shares, then all valid Offers which are pending acceptances, Options and Grants offered prior to the adjustment of the issued and paid-up ordinary shares of the Company shall remain valid and exercisable or Vest (as the case may be) in accordance with the provisions of this Scheme 2022 as if that reduction had not occurred. However, in such a situation, no further Offers shall be offered until the Aggregate falls below the Maximum Aggregate.

4. ALTERNATIVE SETTLEMENT

Subject to the laws and Listing Requirements:-

4.1 The Board may, at its absolute discretion, and at any time (including without limitation, after an Option has been exercised or after a Grant Vesting Date, as the case may be), decide that in substitution for all or any part of the Shares which the Holder would otherwise be entitled to upon exercise of an Option or Vesting of a Grant, the Holder shall be paid in cash in lieu of the Shares so substituted ("Substituted Shares") an amount equal to :

(a) in the case of an Option, the aggregate Market Value (as defined below) of the Substituted Shares less the aggregate Option Price of such Substituted Shares ("Differential Amount)"; and

(b) in the case of a Grant, the aggregate Market Value (as defined below) of the Substituted Shares.

"Market Value" means the weighted average market price of a Share for such period preceding or following such date as determined by the Board at its absolute discretion.

4.2 The Board may, at its absolute discretion, also decide that in substitution for all or any part of the Shares which the Holder would otherwise be entitled to upon exercise of an Option, the Holder shall be granted such number of Shares ("Differential Shares"), in lieu of the Option over the Substituted Shares, that is equal to:-

$$\frac{\text{Differential Amount}}{\text{Market Value of the Substituted Shares}}$$

4.3 In the event the Board elects to substitute all or any part of the Shares for cash pursuant to Bye-Law 4.1 or by Differential Shares pursuant to Bye-Law 4.2, the relevant Member of the Group shall within eight (8) Market Days (or such other period as may be prescribed in the Listing Requirements, if any) of the exercise date or Vesting Date (as the case may be), pay the cash amount or deliver the Differential Shares (as the case may be) to the Holder and in the case of an Option, shall refund the Option Price paid in cash in respect of the Substituted Shares submitted by the Option Holder with the notice of exercise of Option (in the event received).

5. ELIGIBILITY

5.1 To be eligible for participation in the Scheme 2022, a person must be at least eighteen (18) years of age on the Date of Offer and satisfy the following conditions:

(a) be an executive of a Member of the Group and has been confirmed in service; or

(b) be a director of a Member of the Group.

5.2 The Board may from time to time at its absolute discretion select and identify suitable Eligible Executives to be offered Options or Grants.

5.3 An Eligible Executive who remains on the payroll of a Member of the Group will be entitled to participate in the Scheme 2022 notwithstanding that such Eligible Executive may have been seconded to a Related Corporation or an Associate Corporation.

5.4 Where an Option Holder or Grant Holder is transferred to a Related Corporation or an Associate Corporation (hereinafter referred to as "Subsequent Corporation") from one Member of the Group, the Board may at its absolute discretion allow the Option Holder or Grant Holder to continue to be entitled to all of his rights in respect of his Option or Grant (as may be applicable), subject to these Bye-Laws.

5.5 Eligibility under the Scheme 2022 does not confer an Eligible Executive a claim or right to participate in or any rights whatsoever under the Scheme 2022 and an Eligible Executive does not acquire or has any rights over or in connection with Offers comprised in the Scheme 2022 unless an Option Certificate or a Grant Certificate has been issued by a Member of the Group to the Eligible Executive.

6. MALUS AND CLAWBACK

6.1 The Board may, at its absolute discretion, determine such malus and/or clawback provisions to be applied to an Option or a Grant so as to provide, upon the occurrence of the applicable malus and/or clawback event(s) :

(a) for a reduction in the number of Shares (including to nil) that may be Vested or acquired under such Option or Grant, and such Option or (as the case may be) Grant will be deemed to have been granted in respect of such reduced number of Shares and the Vesting of the Option or Grant in accordance with the Bye-Laws will be with reference to this reduced number of Shares, or (if the number of Shares is reduced to nil) be cancelled; or

(b) for the claw back of Shares and/or repayment of an equivalent cash sum.

If the Board exercises its discretion under this Bye-Law, it will give the relevant Option Holder or (as the case may be) Grant Holder written notice of such determination and the Board's interpretation of, determination and decision pursuant to this Bye-Law shall be final, conclusive and binding.

7. MAXIMUM ALLOWABLE ALLOCATION

7.1 The allocation to an Eligible Executive who, either singly or collectively through persons connected with the Eligible Executive (as defined in the Listing Requirements), holds twenty percent (20%) or more of the Shares (excluding treasury Shares) of the Company must not exceed ten percent (10%) of the Maximum Aggregate. The Maximum Aggregate may be allocated to the directors and senior management of the Group.

7.2 In the circumstances where the maximum allowable allocation as provided in the Listing Requirements on employees share scheme is amended by Bursa Securities (or any relevant authority) from time to time, the Board shall have the discretion to make the necessary adjustments so that the number of Shares comprised in the Options or Grants that may be offered to any Eligible Executive shall be in accordance with the provisions of the Listing Requirements on employees share scheme.

8. RIGHTS ATTACHING TO THE SHARES

8.1 In the event that any new Shares are to be allotted upon the exercise of an Option or Vesting of the Shares under the ESGS, they shall, upon issue and allotment, rank *pari passu* in all respects with the existing Shares of the Company, except that they will not rank for any dividend, right, entitlement or distribution, in respect of which the record date precedes the allotment date of the new Shares and will be subject to all the provisions of the Articles relating to transfer, transmission and otherwise.

8.2 In the event that any treasury Shares or other existing Shares are to be transferred upon the exercise of an Option or Vesting of the Shares under the ESGS, the treasury Shares or other existing Shares shall be transferred together with all dividends, rights, entitlements and distributions, in respect of which the record date is on or after the transfer date.

8.3 For the purpose hereof, the expression "record date" means the date as at the close of business on which shareholders must be registered as members of the Company in order to participate in any dividend, right, entitlement or distribution.

9. LISTING AND QUOTATION OF SHARES

The Company will apply to Bursa Securities for listing of and quotation for any new Shares to be issued under the Scheme 2022 and will use its best endeavours to obtain permission for such listing and quotation.

10. RETENTION PERIOD

10.1 Upon the exercise of an Option under the ESOS or upon the Vesting of Shares under the ESGS, the Shares received by the Holder may be subject to such retention period or restriction of transfer as may be determined by the Board at its absolute discretion.

10.2 Non-executive directors who have obtained Shares through the exercise of Options or Vesting of Shares under the ESGS offered to them pursuant to the Scheme 2022, must not sell, transfer or assign such Shares within one (1) year from the Date of Offer.

11. ALTERATION OF SHARE CAPITAL AND ADJUSTMENT

11.1 Subject to Bye-Law 11.8 below, in the event of an alteration in the capital structure of the Company during the Scheme 2022 Period, whether by way of capitalization issue, rights issue, bonus issue, consolidation or subdivision of Shares, capital reduction or any other variation of capital, adjustments (if any) may be made to the ESOS and ESGS.

11.2 With respect to ESOS, adjustments may be made in:

(a) the number of Shares comprised in an Option Offer or Option, or any portion thereof that is unexercised; or

(b) the Option Price.

11.3 With respect to ESGS, the adjustments may be made in the number of Shares comprised in a Grant Offer or Grant, or any portion thereof that is not Vested.

11.4 Any adjustment arising from a bonus issue, subdivision or consolidation of shares shall be as determined by the Board to be in its opinion fair and reasonable to the Holders and the decision of the Board shall be final and binding in all respects on the Holders.

11.5 Any adjustment other than on a bonus issue, subdivision or consolidation of shares must be in such manner or formula as to give the Holders a fair and reasonable entitlement under the ESOS and ESGS as confirmed in writing by the external auditors or the Principal Adviser of the Company (acting as an expert and not as an arbitrator) as being in its opinion fair and reasonable. The confirmation by the external auditors or the Principal Adviser of the Company shall be final and binding in all respects on the Holders.

11.6 In the event that a fraction of a Share arises from the adjustments referred to in this Bye-Law 11, the number of Shares comprised in the Options, Grants or Offers shall automatically be rounded down to the nearest whole number.

11.7 The Board shall in writing and within thirty (30) Market Days of any adjustment as determined by the Board pursuant to Bye-Law 11.1, notify the Holders and holders of Offers (or his legal or personal representatives where applicable) of the adjustments.

11.8 No adjustments as provided in Bye-Law 11.1 or otherwise shall apply where the alteration in the capital structure of the Company arises from:

(a) an issue of securities in consideration or part consideration for an acquisition;

(b) a special issue of securities to Bumiputera investors nominated by the Ministry of International Trade and Industry, Malaysia and/or any other government authority to comply with Government policy on Bumiputera capital participation;

(c) an issue of securities as a private placement;

(d) a restricted issue of securities;

(e) implementation of a share buy-back arrangement by the Company under Section 127 of the Act;

(f) any issue of warrants, convertible loan stocks or other instruments by the Company that gives a right of conversion into Shares (other than pursuant to a bonus issue), and any issue of new Shares arising from the exercise of any conversion rights attached to such convertible securities;

(g) any issue of new Shares upon the exercise of Options or Vesting of Shares under the ESGS;

(h) any issue of new Shares under any other executive share scheme established by the Company; or

(i) an issue of new Shares arising from a dividend reinvestment scheme which allows shareholders of the Company an option to elect to reinvest their cash dividend entitlements into new Shares.

12. MODIFICATION / VARIATION TO THE SCHEME 2022

12.1 Subject to Bye-Law 12.4, the approval of Bursa Securities or any other relevant authorities, as may be required, the power to amend or modify all or any of the provisions of the Scheme 2022 and these Bye-Laws shall rest with the board of directors of the Company provided that:

(a) no amendment shall alter adversely the rights attaching to any Option and Grant given prior to such amendment except with the approval of the Holders (i) at a meeting called for this purpose; or (ii) by consent in writing; and

(b) no amendment shall alter adversely the rights attaching to any Option or Grant only given prior to such amendment except with the approval of the Option Holders or Grant Holders (as the case may be) (i) at a meeting called for this purpose; or (ii) by consent in writing.

The decision of the Board as to whether (i) any modification or alteration would alter adversely the rights attaching to any Option and/or Grant; and (ii) any approval to be obtained shall be obtained via a meeting or consent in writing; shall be final, conclusive and binding.

12.2 At such meeting referred to in Bye-Laws 12.1(a)(i) and 12.1(b)(i), the relevant Holders may approve any amendment or modification by:

(a) if voting by a show of hands, a simple majority of those present and voting; or

(b) if voting by poll, a simple majority of the relevant Holders present and voting and whose entitlement shall be one (1) vote for each Share comprised in their respective Option or Grant.

12.3 The quorum for the meeting of Holders shall be two (2) Holders unless there is only one (1) Holder, in which case, the quorum for the meeting shall comprise the single Holder only.

12.4 A consent in writing by the relevant Holders referred to in Bye-Laws 12.1(a)(ii) and 12.1(b)(ii) shall be valid and effectual, if the request for consent in writing has been served on all the relevant Holders and consent in writing of such number of relevant Holders who, if they exercised their Options in full or have their Grant Vested in full, would thereby become entitled to not less than half of the Shares which would fall to be transferred upon exercise or Vesting in full of all outstanding Options or Grants, as the case may be, has been obtained.

12.5 Where the Listing Requirements prescribe that a provision under these Bye-Laws cannot be modified or amended to the advantage of participants under the Scheme 2022 without the approval of the shareholders of the Company at a general meeting, such provision can only be modified or amended with the approval of the shareholders of the Company at a general meeting.

13. DIVESTMENT FROM THE GROUP

13.1 If an Option Holder was in the employment of a Member of the Group which was subsequently divested, then:

(a) notwithstanding such divestment or any of the provisions of any Bye-Law herein, the Board may at its absolute discretion allow the Option Holder to continue to exercise in whole or in part the Option remaining unexercised within such period as the Board may determine, failing which the right of such Option Holder to exercise his Option shall automatically lapse and be null and void and of no further force and effect; and

(b) such Option Holder shall not be eligible to participate further under the Scheme 2022.

13.2 If a Grant Holder was in the employment of a Member of the Group which was subsequently divested, then:

(a) notwithstanding such divestment or any of the provisions of any Bye-Law herein, the Board may at its absolute discretion Vest those unvested Shares either in whole or in part under the Grant to the Grant Holder; and

(b) such Grant Holder shall not be eligible to participate further under the Scheme 2022.

14. LIQUIDATION OF THE COMPANY

14.1 Upon the commencement of winding-up of the Company, all unaccepted Offers, all Options and Grants not Vested, and all Vested Options and Vested Grants for which Shares have not yet been transferred, shall lapse and be null and void and be of no further force and effect.

14.2 The winding-up of any Member of the Group other than the Company shall have no effect on Scheme 2022 or the provisions herein.

15. DURATION AND TERMINATION OF THE SCHEME 2022

15.1 Subject to Bye-Laws 15.2 and 15.3, the Scheme 2022 shall be in force for a period of ten (10) years from the date ("Commencement Date") to be determined by the board of directors of the Company as soon as practicable after the date of full compliance with all the relevant requirements of the Listing Requirements, including the following:

(a) submission of the final copy of the Bye-Laws to Bursa Securities pursuant to paragraph 6.42 of the Listing Requirements;

(b) the receipt of approval-in-principle for the listing of the Shares to be issued under the Scheme 2022 from Bursa Securities;

(c) procurement of approval of shareholders of the Company for the Scheme 2022;

(d) receipt of approval of any other relevant authorities, where applicable; and

(e) fulfillment of all conditions attached to the aforesaid approvals, if any.

15.2 The Scheme 2022 may be terminated by the Company at any time prior to the expiry of the Scheme 2022 Period. Notwithstanding the termination, the Company will fulfill its contractual obligation to all Holders. Upon termination of the Scheme 2022, no further Offers shall be made by a Member of the Group.

The termination of the Scheme 2022 prior to the expiry of the Scheme 2022 Period will be announced to Bursa Securities in accordance with the Listing Requirements.

15.3 Subject to the laws and Listing Requirements, the Scheme 2022 or any part thereof may be extended by the board of directors of the Company at its absolute discretion for such period as it deems fit or expedient provided always during the extended period, the ESOS and ESGS may only be satisfied by the transfer of treasury Shares or other existing Shares.

16. TAXES

All taxes (including income tax), if any, arising from the exercise of any Option or Vesting of any Shares under the ESGS shall be borne by the Holders.

17. COSTS AND EXPENSES

17.1 The Holders shall be responsible for all charges of Bursa Depository relating to or in connection with the issue and allotment or transfer of any Shares in Bursa Depository's name and the crediting of the Shares to the Holders' CDS Accounts.

17.2 Save for the taxes referred to in Bye-Law 16 and the fees referred to in Bye-Law 17.1, all fees, costs and expenses in relation to the Scheme 2022 including but not limited to the fees, costs and expenses relating to the issue and allotment or transfer of the Shares by or on behalf of the Company pursuant to the exercise of any Option or Vesting of any Shares under the ESGS shall be borne by the Company. However, the Company can require the relevant Member of the Group to reimburse the Company for any fees, costs and expenses borne by the Company (whether directly or indirectly), or to pay for such fees, costs and expenses directly.

18. DISCLAIMER OF LIABILITY

Notwithstanding any provisions contained herein and subject to the Act, the Board, the Company and any Member of the Group shall not under any circumstances be held liable for any cost, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's or the relevant Member of the Group's delay in transferring or causing to be transferred, any Shares to the Holders, or allotting and issuing the new Shares or in applying for or procuring the listing of the Shares on Bursa Securities.

19. DISPUTES

Any dispute or difference of any nature arising hereunder shall be referred to the decision of the Board, whose decision shall be final and binding in all respects on the Holders.

20. NO RIGHT TO COMPENSATION / NOT TERM OF EMPLOYMENT

20.1 The Scheme 2022 shall not afford a Holder the right to compensation or damages in the event of the cessation of his employment or appointment for any reason whatsoever.

20.2 The Scheme 2022 does not form part, nor shall it in any way be construed as part, of the terms and conditions of employment of any Eligible Executive. Participation in this Scheme 2022 by a Holder is a matter entirely separate from his terms or conditions of employment and participation in this Scheme 2022 shall in no respects whatever affect in any way his terms and conditions of employment or form part of such terms and conditions. In particular (but without limiting the generality of the foregoing words) any Holder who leaves employment shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Scheme 2022 which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

21. INSPECTION OF THE AUDITED FINANCIAL STATEMENTS

All Holders shall be entitled to inspect a copy of the latest audited financial statements of the Company which shall be made available at the registered office of the Company during normal office hours on any working day of the Company.

22. NOTICE

22.1 Any notice/communication which under the Scheme 2022 is required to be given to or served upon the Board or the relevant Member of the Group by an Eligible Executive, Option Holder or Grant Holder shall be given or served in writing and either delivered by hand or sent to the registered office of the relevant Member of the Group by facsimile or ordinary mail. Such notice/communication shall be deemed to have been duly given or served on the Board or the relevant Member of the Group:

(a) if sent by hand, upon delivery at the registered address of the relevant Member of the Group;

(b) if sent by mail, upon actual receipt; and

(c) if sent by facsimile, upon receiving a transmission receipt.

22.2 Any notice/communication which under the Scheme 2022 is required to be given to or served upon an Eligible Executive, Option Holder or Grant Holder by the Board or relevant Member of the Group shall be deemed to be sufficiently given or served if the notice/communication is in writing and either delivered by hand or sent to the Eligible Executive, Option Holder or Grant Holder by facsimile or ordinary mail addressed to them at their place of employment or at the last address known to the relevant Member of the Group as being their address. Any notice/communication served by post as aforesaid shall be deemed to have been received on the third day after the day the letter is posted, including that day.

22.3 Any notice/communication served after the relevant Member of the Group's official working hours shall be deemed to have been served on the next working day.

23. CONSTITUTION

Notwithstanding the terms and conditions contained in this Scheme 2022, if a situation of conflict should arise between this Scheme 2022 and the Constitution, the provisions of the Constitution shall prevail at all times.

24. INTERPRETATION

The Board shall have the authority to interpret these Bye-Laws and to give effect to the terms and conditions of the Scheme 2022. The interpretation by and the decision of the Board shall be final and binding.

25. TRUSTEES AND FINANCIAL ASSISTANCE

25.1 The Company may make any arrangements it deems fit to acquire and hold Shares for the purpose of the Scheme 2022, including appointing a trustee or trust company upon such terms and conditions as the Company may deem fit to enable the trustee to acquire treasury Shares or other existing Shares or to subscribe for new Shares for the purpose of the Scheme 2022.

25.2 The Company and any subsidiary or any third party may provide financial or other permissible assistance under the Act and the Listing Requirements to enable the Holders, trustee or trust company to acquire treasury Shares or other existing Shares, or to subscribe for new Shares, to be held for the purposes of the Scheme 2022.

PART B: ESOS

26. OPTION OFFERS

26.1 A Member of the Group may at its absolute discretion at any time and from time to time as it shall deem fit make one or more Option Offers to an Eligible Executive under or pursuant to the Scheme 2022. An Option Offer may be made upon such terms and conditions as the Board may, at its absolute discretion, decide from time to time, and shall be in such form and substance as determined by the Board.

26.2 Subject to any adjustment which may be made under Bye-Law 11, the Board may, from time to time, at its absolute discretion determine the number of Shares and the terms and conditions to be comprised in an Option Offer made to an Eligible Executive under the ESOS.

26.3 The Board may also at its absolute discretion determine:

(a) the date which an Option Offer is made to an Eligible Executive;

(b) the financial and performance targets or criteria, if any, as it may in its absolute discretion prescribe;

(c) the starting date and duration of the Performance Period;

(d) the number of Shares comprised in an Earned Option at the end of the Performance Period, based on the achievement of the prescribed financial and performance targets or criteria;

(e) any other terms and conditions as the Board may from time to time deem appropriate; and

(f) to make such changes as the Board may deem fit or appropriate.

27. ACCEPTANCE OF OPTION OFFERS

27.1 Unless otherwise specified in an Option Offer, an Option Offer must be accepted by the offeree within thirty (30) days from the Date of Offer (or such longer period of time as may be permitted by the Board at its absolute discretion) by way of a written notice of acceptance and in such manner as may be prescribed by the Board, and accompanied by a payment to the relevant Member of the Group of a sum of Ringgit Malaysia One (RM1.00) only as non-refundable consideration for the Option. The date of receipt by the relevant Member of the Group of such written notice and payment shall constitute the date of acceptance.

27.2 The relevant Member of the Group shall within thirty (30) days from the date of acceptance issue to the offeree an Option Certificate in such form as may be determined by the Board.

27.3 If an Option Offer is not accepted in the manner aforesaid, such Option Offer shall upon the expiry of the period referred to in Bye-Law 27.1 automatically lapse and be null and void and of no further effect.

27.4 The Option Offer is personal to the offeree and cannot be assigned, transferred, encumbered or otherwise disposed of in any other manner whatsoever, without the prior consent of the Board. An Option Offer or any part thereof which has not been accepted shall automatically lapse and be null and void.

28. OPTION PRICE

The Board may at its absolute discretion determine the Option Price Provided That the Option Price so fixed shall not be at a discount of more than ten percent (10%) (or such discount as the relevant authorities shall permit) from the 5-day weighted average market price of the Shares preceding the Date of Offer.

29. EXERCISE OF OPTIONS

29.1 Except where it is otherwise specifically allowed under these Bye-Laws, the Option offered to an Option Holder under the ESOS is exercisable by that Option Holder only during his employment or directorship with the Group, within the Option Exercise Period and subject to any other terms and conditions as may be contained in the Option Certificate. The minimum period which an Option must be held before it can be exercised, if any, may be determined by the Board at its absolute discretion.

29.2 Subject to Bye-Law 29.3, an Option offered under the Scheme 2022 shall only be capable of being exercised on a Market Day within the Option Exercise Period.

29.3 An Option Holder may, in a particular period, exercise his Earned Option up to such maximum number of Shares as determined by the Board and specified in the Option Certificate.

29.4 All Earned Options must be exercised by the end of the Option Exercise Period, failing which all remaining unexercised Options shall automatically lapse and be null and void and of no further effect.

29.5 An Option Holder shall notify the relevant Member of the Group in writing of his intention to exercise his Earned Option in such form as may be prescribed by the Board. The Earned Option or the balance thereof may be exercised in full (subject to any prescribed limit) or in respect of such lesser number of Shares as the Option Holder may decide to exercise Provided That such lesser number shall be in multiples of and not less than a Board Lot.

29.6 Every notice of exercise of an Option shall be accompanied by the relevant Option Certificate, and a remittance (in the form of a bank draft or cashier's order drawn on a bank in Kuala Lumpur) for the full amount payable in relation to the number of Shares in respect of which the Earned Option is being exercised and the Option Holder shall provide the relevant Member of the Group with his CDS Account number. An Option shall be deemed to be exercised upon the receipt by the relevant Member of the Group of the said notice duly completed, the Option Certificate and the full amount of the exercise price in the manner as specified by the Board for the exercise of the Option.

Subject to any approval of any competent authority as may be necessary and subject to compliance with the Bye-Laws, the relevant Member of the Group shall:

(a) within eight (8) Market Days (or such other period as may be prescribed in the Listing Requirements) of receiving such notice, issue and allot or procure the issuance and allotment of the relevant number of Shares and despatch the notice of allotment to the Option Holder; and/or

(b) as soon as practicable upon receiving such notice, transfer or procure the transfer of the relevant number of treasury Shares or other existing Shares and despatch the notice of transfer to the Option Holder,

subject to the provision of the Constitution. No physical share certificate will be issued.

29.7 Where an Earned Option is exercised only in part, the Option Certificate shall be endorsed by the Board stating, inter-alia, the number of Shares comprised in the Option which remain capable of exercise.

29.8 Notwithstanding anything to the contrary contained in these Bye-Laws, the Board shall have the absolute discretion, by notice in writing to an Option Holder who is being subjected to any Disciplinary Proceeding to suspend his rights to exercise his Option pending the outcome of such Disciplinary Proceeding. In addition to this right of suspension, the Board may impose such terms and conditions as it shall deem appropriate, in its absolute discretion, on the right of exercise of the Option having regard to the nature of the charges made or brought against such Option Holder, Provided Always That:

(a) in the event such Option Holder is found not guilty of the charges which gave rise to such Disciplinary Proceeding at the end of its proceedings, the Board shall reinstate the rights of such Option Holder to exercise his Option as if such Disciplinary Proceeding had not been instituted in the first place;

(b) in the event the Disciplinary Proceeding resulted in a recommendation for the dismissal or termination of service of such Option Holder, the Option shall immediately lapse and be null and void and of no further force and effect upon pronouncement of the dismissal or termination of service of such Option Holder notwithstanding that such recommendation may be subsequently challenged by the Option Holder in any other forum; and

(c) in the event such Option Holder is found guilty but no dismissal or termination of service is recommended, the Board shall have the right to determine at its absolute discretion whether or not the Option Holder may continue to exercise his Option and if so, to impose such limits, terms and conditions as the Board deems appropriate, on such exercise.

30. TAKE-OVER

30.1 Notwithstanding Bye-Law 29, in the event of a takeover offer being made for the Company by a general offer or otherwise and resulting in a change of control (as shall be notified by the Company or the Board) and upon such offer becoming or being declared unconditional, the Board may at its absolute discretion allow any Option Holder, within six (6) months of the date on which such takeover offer becomes or is declared unconditional, to exercise in whole or in part the Option remaining unexercised and any Options remaining unexercised shall, unless the Board in its absolute discretion otherwise determines, lapse and be null and void.

30.2 In addition, if any person becomes entitled or bound to exercise rights of compulsory acquisition of the Shares of the Company under the provisions of the Act or the Capital Markets and Services Act 2007 and gives notice to an Option Holder that it intends to exercise such rights on a specific date, the Board may at its absolute discretion allow any Option Holder to exercise in whole or in part the Option remaining unexercised until the expiry of such specified date and any Options remaining unexercised shall, unless the Board in its absolute discretion otherwise determines, lapse and be null and void.

30.3 Notwithstanding Bye-Laws 30.1 and 30.2, the exercise of Options must nevertheless be within the Option Exercise Period.

31. SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC

Notwithstanding Bye-Law 29, in the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company under Section 366 of the Act or its amalgamation with any other company or companies under Section 370 of the Act or pursuant to any other applicable laws, the Board may at its absolute discretion allow any Option Holder to exercise all or any part of his Option remaining unexercised at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court and ending on the date upon which, in the opinion of the Board, it has been fully implemented, or on any other date specified by the Board within the Option Exercise Period, failing which any unexercised Options and any Options remaining unexercised shall, unless the Board in its absolute discretion otherwise determine, lapse and be null and void.

32. TERMINATION OF OPTIONS

32.1 Upon the cessation of employment of an Option Holder with any Member of the Group for any reason whatsoever prior to the exercise of his Option or any part thereof, any outstanding Option shall forthwith cease and become incapable of exercise as if the same had never been granted in the first place unless the Board decides otherwise.

32.2 Where the Option Holder ceases his employment with any Member of the Group by reason of:

(a) ill-health, injury or disability;

(b) transfer to a Related Corporation or an Associate Corporation; or

(c) other reasons or circumstances which are acceptable to the Board,

the Board may at its absolute discretion allow the Option Holder to exercise in whole or in part the Option remaining unexercised within such period as the Board may allow and upon the expiry of such period as determined by the Board, any Options remaining unexercised shall lapse and be null and void.

32.3 Where an Option Holder retires and is immediately re-employed by any Member of the Group, upon his re-employment, the Board may at its absolute discretion allow the Option Holder to either:

(a) exercise in whole or in part his unexercised Option within such period as the Board may allow; or

(b) continue with the Option, subject to these Bye-Laws as if that Option Holder has never ceased employment.

32.4 With effect from the date of adjudication of bankruptcy of an Option Holder, any and all unexercised portion of the Option shall immediately become null and void and of no further effect as if the same had never been granted in the first place.

32.5 In the event that an Option Holder dies before exercising the Option in full, such Option shall automatically lapse and become null and void at the date of his death, unless otherwise decided by the Board. If the Board, at its absolute discretion so permits, the Option may be exercised by the duly appointed personal representative of the Option Holder to its full extent within such period as may be determined by the Board.

32.6 If an Option lapses in accordance with the terms of its Option Certificate, any and all unexercised portion of that Option shall immediately become null and void and of no further effect as if the same had never been granted in the first place.

32.7 The number of Shares comprised in unexercised Options which becomes null and void under this Bye-Law 32 will not form part of the Maximum Aggregate and continue to be available under the Scheme 2022.

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PART C: ESGS

33. GRANT OFFERS

33.1 A Member of the Group may at its absolute discretion at any time and from time to time as it shall deem fit make one or more Grant Offers to an Eligible Executive under or pursuant to the Scheme 2022. A Grant Offer may be made upon such terms and conditions as the Board may, at its absolute discretion, decide from time to time, and shall be in such form and substance as determined by the Board.

33.2 Subject to any adjustment which may be made under Bye-Law 11, the Board may, from time to time, at its absolute discretion determine the number of Shares and the terms and conditions to be comprised in a Grant Offer made to an Eligible Executive under the ESGS.

33.3 The Board may also at its absolute discretion determine:

(a) the date which a Grant Offer is made to an Eligible Executive;

(b) the financial and performance targets or criteria, if any, as it may in its absolute discretion prescribe;

(c) the starting date and duration of the Performance Period;

(d) the number of Shares to be Vested pursuant to a Grant at the end of the Performance Period, based on the achievement of the prescribed financial and performance targets or criteria;

(e) any other terms and conditions as the Board may from time to time deem appropriate; and

(f) to make such changes as the Board may deem fit or appropriate.

34. ACCEPTANCE OF GRANT OFFERS

34.1 Unless otherwise specified in a Grant Offer, a Grant Offer must be accepted by the Eligible Executive within thirty (30) days from the Date of Offer (or such longer period of time as may be permitted by the Board at its absolute discretion) by way of a written notice of acceptance and in such manner as may be prescribed by the Board, and accompanied by a payment to the relevant Member of the Group of a sum of Ringgit Malaysia One (RM1.00) only as non-refundable consideration for the Grant. The date of receipt by the relevant Member of the Group of such written notice and payment shall constitute the date of acceptance.

34.2 The relevant Member of the Group shall within thirty (30) days from the date of acceptance issue to the offeree a Grant Certificate in such form as may be determined by the Board.

34.3 If a Grant Offer is not accepted in the manner aforesaid, such Grant Offer shall upon the expiry of the period referred to in Bye-Law 34.1 automatically lapse and be null and void and of no further effect.

34.4 The Grant Offer is personal to the offeree and cannot be assigned, transferred, encumbered or otherwise disposed of in any other manner whatsoever, without the prior consent of the Board. A Grant Offer or any part thereof which has not been accepted shall automatically lapse and be null and void.

35. VESTING OF SHARES

35.1 Except where it is otherwise specifically allowed under these Bye-Laws, the Shares to be Vested to a Grant Holder under the ESGS will be Vested to that Grant Holder only during his employment or directorship with the Group and subject to any other terms and conditions as may be contained in the Grant Certificate.

35.2 The determination as to whether the performance targets have been fully and duly satisfied shall be made by the Board. In the event that the Board shall determine that the performance targets are not fully and duly satisfied, the Board may, at its absolute discretion, adjust the number of Shares (if any) which may Vest in the Grant Holder and take into account the shortfall in such manner as the Board may in its absolute discretion otherwise deem fit.

35.3 Where the Board has determined that the Grant Conditions have been fully and duly satisfied, the Board shall notify the Grant Holder of the Vesting Date and the number of Shares which will be Vested in him on the said Vesting Date ("Vesting Notice").

35.4 No Grant Holder shall have any right to or interest in the Shares offered to him under a Grant until and unless the Shares are Vested to him.

35.5 Where the Vesting of Shares are to be satisfied by an issuance of new Shares, the relevant Member of the Group shall within eight (8) Market Days after the Grant Vesting Date (or such other period as may be prescribed or allowed by Bursa Securities) issue and allot, or procure the issuance and allotment of, the relevant number of new Shares and despatch the notice of allotment to the Grant Holder accordingly.

35.6 Where the Vesting of Shares are to be satisfied by the transfer of treasury Shares or other existing Shares, the relevant Member of the Group shall as soon as practicable after the Vesting Date transfer or procure the transfer of the relevant number of Shares and despatch the notice of transfer to the Grant Holder accordingly.

35.7 The Shares to be issued and/or transferred to Grant Holder pursuant to the Vesting of Shares under the Grant will be credited directly into the CDS Account of the Grant Holder and no physical share certificates will be delivered to the Grant Holder or his authorised nominee (as the case may be).

35.8 Notwithstanding anything to the contrary contained in these Bye-Laws, the Board shall have the absolute discretion, by notice in writing to a Grant Holder who is being subjected to any Disciplinary Proceeding to suspend the Vesting of Shares under the Grant pending the outcome of such Disciplinary Proceeding. In addition to this right of suspension, the Board may impose such terms and conditions as it shall deem appropriate, in its absolute discretion, on the right of Vesting of the Shares under the Grant having regard to the nature of the charges made or brought against such Grant Holder, Provided Always That:

(a) in the event such Grant Holder is found not guilty of the charges which gave rise to such Disciplinary Proceeding at the end of its proceedings, the Board shall reinstate the rights of such Grant Holder to be Vested with the Shares as if such Disciplinary Proceeding had not been instituted in the first place;

(b) in the event the Disciplinary Proceeding resulted in a recommendation for the dismissal or termination of service of such Grant Holder, the Grant shall immediately lapse and be null and void and of no further force and effect upon pronouncement of the dismissal or termination of service of such Grant Holder notwithstanding that such recommendation may be subsequently challenged by the Grant Holder in any other forum; and

(c) in the event such Grant Holder is found guilty but no dismissal or termination of service is recommended, the Board shall have the right to determine at its absolute discretion whether or not the Grant Holder should be Vested with the Shares and if so, to impose such limits, terms and conditions as the Board deems appropriate, on such Grant.

36. TAKE-OVER

36.1 Notwithstanding Bye-Law 35, in the event of a takeover offer being made for the Company by a general offer or otherwise and resulting in a change of control (as shall be notified by the Company or the Board) and upon such offer becoming or being declared unconditional, the Board may consider, at its absolute discretion, and to the extent permitted by law, whether or not to Vest any Shares pursuant to a Grant and the number of Shares to be Vested, if any, subject to such terms and conditions as may be prescribed and will take into account circumstances on a case-by-case basis.

36.2 Where Shares pursuant to Grants are Vested, the Board will, as soon as practicable after the Grants have been Vested, procure the allotment or transfer to each Grant Holder of the number of Shares so determined in accordance with Bye-Law 35.

37. SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC

Notwithstanding Bye-Law 34, in the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purposes of, or in connection with, scheme of arrangement and reconstruction of the Company under Section 366 of the Act or its amalgamation with any other company or companies under Section 370 of the Act or pursuant to any other applicable laws, the Board may at its absolute discretion allow or disallow the Vesting of the Shares pursuant to a Grant to the Grant Holder.

38. TERMINATION OF GRANT

38.1 Upon the cessation of employment of a Grant Holder with any Member of the Group for any reason whatsoever prior to the Vesting of the Shares or any part thereof, such Grant or the balance thereof shall forthwith cease to be valid without any claim against the Company, unless the Board decides otherwise.

38.2 Where the Grant Holder ceases his employment with any Member of the Group by reason of:

(a) ill-health, injury or disability;

(b) transfer to a Related Corporation or an Associate Corporation; or

(c) other reasons or circumstances which are acceptable to the Board,

the Board may at its absolute discretion allow the Shares pursuant to a Grant or any part thereof to be Vested to the Grant Holder.

38.3 Where a Grant Holder retires and is immediately re-employed by any Member of the Group, upon his re-employment, the Board may at its absolute discretion allow the Grant Holder to either:

(a) be Vested with the Shares allocated under Bye-Law 35 in whole or in part within such period as the Board may allow; or

(b) continue with the Grant, subject to the Bye-Laws as if the Grant Holder has never ceased employment.

38.4 Upon the bankruptcy of a Grant Holder, any Grant shall immediately become null and void and of no further effect at the date of adjudication of bankruptcy.

38.5 In the event that a Grant Holder dies before Vesting of the Shares offered pursuant to the Grant, such Grant shall automatically lapse and become null and void at the date of his death, unless otherwise decided by the Board.

38.6 The number of Shares comprised in the Grant which becomes null and void under this Bye-Law 38 will not form part of the Maximum Aggregate and continue to be available under the Scheme 2022.

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FURTHER INFORMATION ON THE VCIP

INFORMATION ON THE VCIP OF OUR COMPANY

Implementation date : 22 August 2011

Duration of scheme : 50 years

Expiry date : 21 August 2061

Eligibility : Our Board may from time to time at its absolute discretion select and identify suitable eligible executives to be offered option(s) under the VCIP.

The VCIP is extended to eligible executives of our Group who is eligible to participate in accordance with the bye-laws of the VCIP which includes the following conditions:

(i) at least 18 years of age as at the date on which an offer to participate in the VCIP is made; and

(ii) be an executive of a Member of our Group and has been confirmed in service or be a director holding salaried employment or office in a Member of our Group.

Maximum number of Shares available under the VCIP : The maximum number of Shares available under the VCIP shall not exceed an amount equivalent to 15% of the total number of issued Shares (excluding treasury Shares) of our Company at any one time.

Nevertheless, as stated in **Section 1** of this Circular, the aggregate number of Shares available under the Proposed ESS and the VCIP shall not, in any event, exceed the Maximum Aggregate. Hence, the Maximum Aggregate shall prevail when considering the aggregate number of Shares to be comprised under both the Proposed ESS and the VCIP.

Pursuant to the bye-laws of the VCIP, there are no provisions governing the change on the maximum number of Shares available under the VCIP. No amendments will be made to the bye-laws of the VCIP in relation to the above.

Number of options offered under the VCIP :

As at the LPD (unless otherwise stated)	**Director(s) of GLM)**	**Other executive(s) of our Group**	**Total**
No. of Shares under options offered and accepted since the commencement of the VCIP	25,000,000	22,500,000	47,500,000
No. of Shares under exercised options	-	-	-
No. of Shares under lapsed options	25,000,000	22,500,000	(1)47,500,000
No. of Shares under valid outstanding options	-	-	-

Note:

(1) The lapse of the options was partly due to the departure of grantees from the Company, and partly due to performance targets or criteria not being met.

Maximum allocation to directors and senior management since commencement of the VCIP : The aggregate allocation to the directors and senior management of our Group under the VCIP is at the discretion of our Board provided that such allocation does not exceed 15% of the total number of issued Shares (excluding treasury Shares) of our Company at any one time.

As at the LPD, a total of 46,500,000 Shares underlying the options pursuant to the existing VCIP was granted to the directors (including past directors) and senior management of our Group since the commencement of the VCIP which represents approximately 6.64% of the total issued Shares (excluding treasury Shares).

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FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

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

2. CONSENT AND CONFLICT OF INTEREST

HLIB, being our Principal Adviser for the Proposals, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references in the form and context in which they appear.

HLIB, its subsidiaries and associated companies as well as its penultimate holding company, namely Hong Leong Financial Group Berhad ("**Hong Leong Group**") form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, assets and funds management and credit transaction services businesses.

In its ordinary course of business, any member of the Hong Leong Group may at any time offer or provide its services to or engage in any transaction (on its own account or otherwise) with our Group, hold long or short positions, and may trade or otherwise effect transactions for its own account or the account of its customers in debt or equity securities or senior loans of our Group.

As at the LPD:

(i) HLIB is related to our Company by virtue of its ultimate holding company, Hong Leong Company (Malaysia) Berhad, which is a person connected with certain major shareholders of our Company;

(ii) the Hong Leong Group via its asset management entity as investment for fund management purposes, holds approximately 2.26 million Shares or approximately 0.32% of our Company's total number of issued Shares (excluding treasury Shares).

Notwithstanding the above, HLIB is of the view that no conflict of interest exists or is likely to exist in its capacity as Principal Adviser to GLM in respect of the Proposals as HLIB is a licensed investment bank and the appointment as our Principal Adviser for the Proposals is in its ordinary course of business. Furthermore, the conduct of HLIB is regulated strictly by the Financial Services Act 2013, the Capital Markets and Services Act 2007 and its internal control policies and procedures.

Save as disclosed above, HLIB has confirmed that it is not aware of any other circumstance which would or is likely to give rise to a possible conflict of interest situation in HLIB's capacity as our Principal Adviser for the Proposals.

3. MATERIAL COMMITMENTS

As at 30 June 2022, our Board of GLM is not aware of any material commitments incurred or known to be incurred by our Company which, upon becoming enforceable, may have a material impact on the financial results or position of our Group.

4. CONTINGENT LIABILITIES

As at 30 June 2022, our Board of GLM is not aware of any contingent liabilities incurred or known to be incurred by our Company which, upon becoming enforceable, may have a material impact on the financial results or position of our Group.

5. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, our Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, and our Board of GLM is not aware of any proceedings pending or threatened against our Group or of any facts likely to give rise to any proceedings which might materially and adversely affect the business or financial position of our Group.

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office at Level 32, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of our forthcoming AGM:

(i) our Company's Constitution;

(ii) our audited consolidated financial statements for the past two (2) financial years ended 30 June 2021 and 30 June 2022;

(iii) the letter of consent and conflict of interest referred to in **Section 2 of Appendix III** of this Circular; and

(iv) the draft Bye-Laws as set out in **Appendix I** of this Circular.

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