

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of MALTON BERHAD ("Company") will be held at the Glenmarie Golf & Country Club, No. 3, Jalan Usahawan U1/8, 40150 Shah Alam, Selangor Darul Ehsan on Thursday, 12 September 2013 at 9.00 a.m. or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications the following resolutions:

ORDINARY RESOLUTION 1

PROPOSED DISPOSAL OF A COMMERCIAL OFFICE BUILDING WITH 964 CAR PARK BAYS BY KHUAN CHOO PROPERTY MANAGEMENT SDN BHD ("KCPM"), A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, TO BUKIT DAMANSARA DEVELOPMENT SDN BHD ("BDDSB") IN EXCHANGE FOR THE SUBJECT ENTITLEMENT (AS DEFINED HEREIN) FOR A CONSIDERATION OF RM140,000,000 ("PROPOSED ASSET EXCHANGE")

"THAT, subject to the approvals of all relevant authorities being obtained, authority be and is hereby given to KCPM, a wholly-owned subsidiary of the Company to do the following:-

- (i) to dispose of a 20-storey commercial office building identified as Block 1 of V Square @ PJ City Centre with gross floor area of approximately 218,222 square feet and net lettable area of approximately 163,504 square feet together with 964 car park bays (collectively referred to as the "VSQ Properties"), both situated at V Square @ PJ City Centre, Jalan Utara, 46200 Petaling Jaya, Selangor Darul Ehsan, forming part of the Parent Title No. HSD 236663, Lot No. PT 5, Section 27, Town of Petaling Jaya, District of Petaling, Selangor Darul Ehsan, for a consideration of Ringgit Malaysia One Hundred and Forty Million Only (RM140,000,000.00) to be satisfied by BDDSB to KCPM by a written irrevocable absolute assignment of BDDSB's Subject Entitlement (as defined herein) by BDDSB to KCPM, to be evidenced by a deed of assignment, subject to the terms and conditions of the Conditional Sale and Purchase Agreement dated 10 May 2013 relating thereto or any other supplements thereof entered into between KCPM and BDDSB ("VSQ SPA") ("Proposed VSQ Disposal"); and simultaneously
- (ii) to acquire BDDSB's rights, title, benefits and interest over the ownership of 186,667 square feet in net lettable area of office space in a commercial office project to be redeveloped/refurbished by Impian Ekspresi Sdn Bhd ("IESB") currently known as Pusat Bandar Damansara situated at a freehold land measuring 38,740 square meters in land area held under Geran 61509, Lot No 54325, Mukim Kuala Lumpur, District of Kuala Lumpur, as varied by an agreement dated 10 May 2013 ("Variation Agreement") entered into between KCPM and IESB ("Subject Entitlement"), for a consideration of Ringgit Malaysia One Hundred and Forty Million Only (RM140,000,000.00), to be fully satisfied when the absolute beneficial ownership of the VSQ Properties is vested unto BDDSB pursuant to the terms and conditions of the VSQ SPA, subject to the terms and conditions of the Conditional Sale and Purchase Agreement dated 10 May 2013 in relation thereto or any other supplements thereof entered into between KCPM and BDDSB ("Office Entitlement SPA") ("Proposed Office Entitlement Acquisition"),

AND THAT the VSQ SPA, Office Entitlement SPA and Variation Agreement be and are hereby approved, ratified and confirmed AND THAT the Directors of the Company be and are hereby authorised to take all steps and do all such acts and matters as they may consider necessary or expedient to give effect to the Proposed VSQ Disposal and Proposed Office Entitlement Acquisition with full power to give notices, directions, consents and authorisations in respect of any matter arising under or in connection with the Proposed VSQ Disposal, Proposed Office Entitlement Acquisition and/or the agreements relating thereto, to assent to any conditions, modifications, variations, arrangements and/or amendments to the Proposed VSQ Disposal, Proposed Office Entitlement Acquisition and/or the agreements relating thereto in any manner as may be approved, required and/or imposed by the relevant authorities and to do all such things as they may consider necessary or expedient in the best interest of the Company and KCPM AND FURTHER THAT authority be given for the Common Seal of the Company and/or KCPM to be affixed to any agreements, deeds or documents to be entered into by the Company and/or KCPM in connection to the Proposed VSQ Disposal and Proposed Office Entitlement Acquisition, if so required, in accordance with the Articles of Association of the Company and/or KCPM."

ORDINARY RESOLUTION 2

PROPOSED SHAREHOLDERS' MANDATE FOR THE COMPANY TO EXERCISE THE PUT OPTION GRANTED BY IMPIAN EKSPRESI SDN BHD ("IESB") TO KHUAN CHOO PROPERTY MANAGEMENT SDN BHD ("KCPM"), A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, FOR THE DISPOSAL OF THE SUBJECT ENTITLEMENT (AS DEFINED HEREIN) TO IESB ("PROPOSED PUT OPTION MANDATE")

"THAT, subject to the approvals of all relevant authorities being obtained and conditional upon the passing of Ordinary Resolution 1 above, authority be and is hereby given to KCPM, a wholly-owned subsidiary of the Company, at the sole discretion of its Directors and as and when they deem fit, to accept and subsequently to exercise the put option granted by IESB to KCPM subject to the terms and conditions of the Put Option Agreement dated 10 May 2013 entered into between KCPM and IESB ("Put Option Agreement"), wherein IESB has agreed to, inter-alia, give KCPM the right to require IESB to acquire from KCPM all KCPM's rights, title, interest and benefits over the ownership of 186,667 square feet in net lettable area of office space in a commercial office project to be redeveloped/refurbished by IESB currently known as Pusat Bandar Damansara situated at a freehold land measuring 38,740 square meters in land area held under Geran 61509, Lot No 54325, Mukim Kuala Lumpur, District of Kuala Lumpur, as varied by an agreement dated 10 May 2013 ("Variation Agreement") entered into between KCPM and IESB ("Subject Entitlement"), at any time commencing twelve (12) months from the date KCPM becomes the absolute unencumbered owner of the Subject Entitlement pursuant to the Sale and Purchase Agreements dated 10 May 2013 entered into between KCPM and BDDSB and the last date for the exercise of the Put Option shall be the date of the issuance of certificate of practical completion of the office space forming the Subject Entitlement, at a price as provided for in the Put Option Agreement,

AND THAT the Put Option Agreement be and are hereby approved, ratified and confirmed AND THAT the Directors of the Company be and are hereby authorised to take all steps and do all such acts and matters as they may consider necessary or expedient to give effect to the Proposed Put Option Mandate with full power to give notices, directions, consents and authorisations in respect of any matter arising under or in connection with the Proposed Put Option Mandate and/or the Put Option Agreement, to assent to any conditions, modifications, variations, arrangements and/or amendments to the Proposed Put Option Mandate and/or the Put Option Agreement in any manner as may be approved, required and/or imposed by the relevant authorities and to do all such things as they may consider necessary or expedient in the best interest of the Company and KCPM AND FURTHER THAT authority be given for the Common Seal of the Company and/or KCPM to be affixed to any agreements, deeds or documents to be entered into by the Company and/or KCPM in connection to the Proposed Put Option Mandate, if so required, in accordance with the Articles of Association of the Company and/or KCPM."

BY ORDER OF THE BOARD

HOR SHIOW JEI
Secretary

Kuala Lumpur
28 August 2013

Notes:

1. A member of the Company entitled to attend and vote, is entitled to appoint a proxy (or in the case of a corporation, to appoint a representative) to attend and vote in his stead. A member shall not be entitled to appoint more than two proxies to attend and vote at the same meeting. Where a member appoints two proxies, he shall specify in the instrument appointing the proxies the proportions of his shareholdings to be represented by each proxy PROVIDED that in the case of a vote by show of hands, only one of the proxies shall be entitled to vote.
2. The proxy form must be signed by the appointer or his attorney duly authorized in writing or in the case of corporation, executed under its common seal or attorney duly authorized in that behalf.
3. All proxy forms must be deposited at the Registered Office of the Company at 19-0, Level 19, Pavilion Tower, 75, Jalan Raja Chulan, 50200 Kuala Lumpur not less than forty-eight (48) hours before the time appointed for holding the meeting.
4. Only members registered in the Record of Depositors as at 5 September 2013 shall be eligible to attend the Extraordinary General Meeting of the Company or appoint a proxy to attend and vote on his/her behalf.