

**THE COMPANIES ACT, 1965**

---

**COMPANY LIMITED BY SHARES**

---

**MALAYSIA**

---

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**RELIANCE PACIFIC BERHAD**  
**(244521 A)**

---

Incorporated on the 15<sup>th</sup> day of July 1992

---



PEJABAT PENDAFTAR SYARIKAT

(Registry of Companies)

MALAYSIA

BORANG 23

AKTA SYARIKAT 1965

[Seksyen 52 (3)]

No. Syarikat

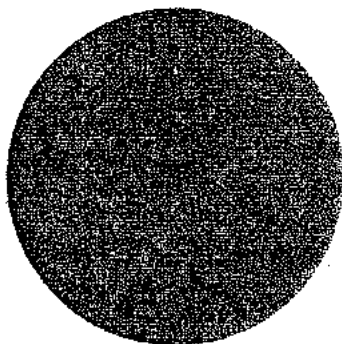
244521	A
--------	---

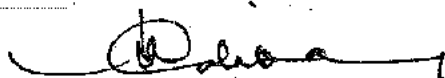
**PERAKUAN DI BAWAH SEKSYEN 52 (3)  
AKTA SYARIKAT, 1965, BAHAWA SESEBUAH SYARIKAT  
ADALAH BERHAK MEMULAKAN PERNIAGAAN**

Saya, RAJA HABIBAH BTE RAJA SAIDIN, Penolong  
Pendaftar Syarikat, dengan ini memperakui bahawa  
**RELIANCE PACIFIC BERHAD**

telah, pada hari ini menyerahkan kepada saya Akuan  
Berkanun yang dikehendaki di bawah Peruntukan-  
peruntukan Seksyen 52 (2) (c) Akta Syarikat, 1965  
dan bahawa syarikat tersebut adalah berhak memulakan  
perniagaan dan menjalankan kuasa meminjamnya.

Diberi di bawah tandatangan saya pada 21 haribulan  
Julai, 1992.



  
( RAJA HABIBAH BTE RAJA SAIDIN )  
Penolong Pendaftar Syarikat  
Malaysia



PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 8

AKTA SYARIKAT 1965

[Seksyen 16 (4)]

No. Syarikat

244521	A
--------	---

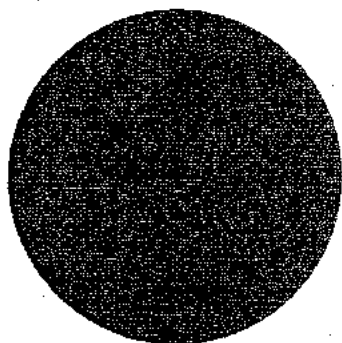
PERAKUAN PEMERBADANAN SYARIKAT AWAM

Ini adalah untuk memperakui bahawa

RELIANCE PACIFIC BERHAD

telah diperbadankan di bawah Akta Syarikat 1965, pada dan  
mulai dari 15 haribulan Julai , 1992 , dan bahawa  
syarikat ini adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 15 haribulan Julai , 1992 .



( RAJA HABIBAH BTE RAJA SAIDIN )  
Penolong Pendaftar Syarikat  
Malaysia

**THE COMPANIES ACT, 1965**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**

**RELIANCE PACIFIC BERHAD (244521 A)**

1. The name of the Company is Reliance Pacific Berhad.
2. The registered office of the Company will be situated in Malaysia
3. The objects for which the Company is established are:-
  - (1) To acquire, subscribe for, underwrite, invest in, deal in, take or hold shares, stocks, debentures stocks, bonds, options, obligations, unit trusts, warrants and other financial instruments and securities issued and guaranteed by the Company or any person, company, government, public body or authority, supreme, municipal, local or otherwise by original subscription, tender, purchase, transfer, exchange or otherwise and to exercise and generally to enforce and exercise all rights and powers conferred by or incidental to the ownerships thereof and in particular to sell, transfer, exchange or otherwise dispose of the same.
  - (2) To purchase or otherwise acquire for investment, leasing or renting, lands, houses, buildings, plantations and other property of any tenure and any interest therein and plant, machinery and any movable property of any description or any interest therein and patents, concessions, trademarks, trade names, copyrights, licences, stock, material or property of any description and generally to sell, lease, rent or exchange land and house property and any other property whether real or personal and whether for valuable consideration or not.
  - (3) To act as agents for the investment, loan payment, transmission and collection of money and for the purchase, sale, improvement, rent, lease development and management of property including business concerns and undertakings and generally to transact and undertake all kinds of agency business.
  - (4) To establish and carry on and or promote the establishment and carry on, upon any property in which the Company is interested of any business which may be conveniently carried on in connection with such property, and the establishment of which may seem calculated to enhance the value of the Company's interest in such property, or to facilitate the disposal thereof.
  - (5) To acquire by purchase or otherwise for investment or re-sale immovable or real property of all description and tenure, and any rights and interest therein and generally to deal by way of sale, lease, sub-lease, exchange or otherwise with property of all description and kind whether real or personal, movable or immovable.
  - (6) To apply for, acquire by purchase, lease, exchange or howsoever any real or immovable property of any tenure and description and whether suitable for building, planting or mining or otherwise, and to develop such land, building and hereditament and any interest, right over or connected with such property, and to turn the same to account in such mode and manner as may seem expedient so as to enhance the value of or render profitable any such property.
  - (7) To apply for, accept and receive, surrender or renounce any title to land, grants for land, certificates of title, leases for land, mukim extracts, licences, concessions, permits and such other instruments, documents, rights, privileges, licences or permission and such renewals and copies thereof as may seem expedient.
  - (8) To lease, sublease or sublet all or any of the property of the Company, both real and personal, movable and immovable, and to cancel or accept surrender of any leases, subleases and other rights or privileges and generally to deal in any of the property of the

Company or any interest therein as may be deemed expedient.

- (9) To sell, convey, assign, mortgage, charge, convert turn to account, exchange, grant easement and other rights of and over or otherwise dispose of, the undertaking of the Company, or all or any of its real and personal, movable and immovable property upon such terms and conditions as may seem expedient.
- (10) To develop and turn to account any land acquired by the Company or in which the Company is interested in and in particular by laying out subdividing and preparing the same for building property, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (11) To invest and deal with money of the Company not immediately required in such manner as may from time to time be determined, and in particular to invest money on the security of land, buildings, estates, plantations, mines, securities and other property, real and personal, movable and immovable.
- (12) To lend money with or without security to such persons and upon such terms and conditions as may be deemed expedient, and in particular to persons having dealings with the Company, or undertaking to build on, or improve any property in which the Company is interested and to tenants, contractors and others.
- (13) To advance, pay, deposit or lend money, securities and property to, or with such persons and on such terms and conditions as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or instruments.
- (14) To pay or deposit money, securities and other property of the Company into or with such persons, banks, governments, municipalities, authorities, companies or corporations and on such terms and conditions as may seem expedient.
- (15) To receive money on deposit at interest, or otherwise and to make, draw, accept, indorse, discount, execute and issue deposit receipts, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable securities or instruments.
- (16) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company or by any other person in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital; and to purchase, redeem or pay off any such securities.
- (17) To issue debentures, debenture stock, bonds, obligations and securities of all kinds and to constitute and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust deed or otherwise, on the undertaking of the Company or upon any specified property and rights present and future of the Company or otherwise howsoever.
- (18) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (19) To guarantee or become liable for the payment of money, or for the performance of any obligation of the Company or a related third party.
- (20) To purchase the property and goodwill of, or any interest in any business and to make and carry into effect all arrangements with respect to the union of interest or amalgamation either in whole or in part with any other company, firm or person having objects in sonic respects similar to or included in the objects of this Company, and to carry on business, the carrying on of which the Company may think directly or indirectly conducive to the development of any property or any business in which it is interested.

- (21) To enter into partnership or joint-venture arrangement or any arrangement for sharing profits, union of interest joint venture or co-operation with or agency with any company, firm or person carrying on or engaged in, or proposing to carry on or engage in any business or transaction within the objects of the Company, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (22) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, licences and concessions which the Company may think it desirable to obtain, and carry out, exercise and comply with any such arrangements, rights, privileges, licences and concessions.
- (23) To carry on the business as travel agents, tour operators, tourist agents and contractors, cable and telegraph companies' agents, aircraft and ship owners and charterers, agents for operators of air, sea, land or inland water-way carriage undertakings, road transport owners and hirers and generally to facilitate travelling and to provide for tourists and travellers or promote the provisions of facilities of every description, and in particular by means of the booking of travel tickets and accommodation and hotel and lodging accommodation, providing guides, safe deposits, inquiry bureaux and baggage transport, and arranging operating tours.
- (24) To carry on the business of hotel, resorts, service-apartments, restaurant, shops, caterers, cafe, tavern, beer-house, refreshment-room, dance-ball and lodging house proprietors and keepers and as licensed victualers in all their respective branches and in particular to provide rooms, halls, entertainment amusements and other amenities of all kinds and description for the use and convenience of tourists, travellers, patrons, visitors and others and as purveyors, caterers, contractors and suppliers of provisions both solid and liquid, and any other business in connection therewith as may be deemed expedient and which can be conveniently carried on in connection with any of the above.
- (25) To carry on business as caterers for public amusement, entertainment and conveniences and to provide and control and manage dance-halls, billiards rooms, clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusements recreation, sport, entertainment and instruction of all kinds.
- (26) To construct, equip, maintain and work public and private transport vehicles appropriate for the carriage of passengers or goods and to carry on the business of proprietors and carriers of passengers both in public and private vehicles and other conveyance and of goods in Malaysia, Singapore or elsewhere as the Company may think expedient.
- (27) To purchase, construct, sell, hire or let buses, coaches, limousine, chars-a-banes, motorcars, motor lorries, trucks, trailers, wagons and other conveyances, mechanical or otherwise and other chattels, accessories and things used for the foregoing.
- (28) To enter into any arrangements with any government or authorities and to obtain from any such government or authority any charters, licences, permits, rights, privileges and concessions which the Company deem expedient and to carry out exercise and comply with any such charters, licences, permits, rights, privileges and concessions.
- (29) To carry on the business of teachers of language training centres, promoters and managers of clubs and societies (travelling, social, educational or otherwise) publishers of books, magazines, periodicals and newspaper sellers, foreign correspondents and advertising agents.
- (30) To carry on the business of garage keepers and suppliers of the dealers in petrol, lubricants, oils, electricity and other power to motor and other things.
- (31) To carry on the business of and act as factors, brokers, manufacturer's representatives, commission insurance and general agents, managing agents, financial agents, company promoters, underwriters and dealers in options of every kind and to undertake any business commonly undertaken in connection with all or any of such business.

- (32) To carry on business as financiers, concessionaires, merchants and lenders, and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations, and carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to enhance the value of, or facilitate the realisation of, or render profitable any of the Company's property or rights.
- (33) To acquire by purchase or otherwise and to obtain protection for, or patent in any part of the world any invention or discovery made by an official or servant of the Company or others, and any improvement in machinery or apparatus; to exercise and use such protection or patent, and to disclaim, alter or modify the same.
- (34) To grant licences to exercise and use any patent or trade mark belonging to the Company and that for such royalty or consideration as may be agreed upon with the licencees.
- (35) To acquire, undertake, carry on and execute any business, undertaking, transaction or operations whether agricultural, extractive, manufacturing, financial, mercantile or otherwise, which may seem to the company capable of being conveniently carried on in connection with any of the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's business property and rights.
- (36) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the officers, servants, employees or ex-employees of the Company or the dependants of such persons, to provide for the welfare of such persons and their dependants or any person connected with the Company by granting pensions, allowances or other assistance, and to make payments towards insurance and to subscribe or guarantee money for charitable or patriotic or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (37) To sell, convey, assign, exchange or dispose of the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit, and in particular for shares, bonds, debentures or securities of any other company having objects altogether or in part similar to those of this Company and to surrender or renounce all or any of the Company's property as may seem expedient.
- (38) To transfer to or otherwise cause to be vested in any company or person all or any of the lands and properties of the Company to be held in trust for the Company or on such trust for working developing or disposing of the same as may be considered expedient.
- (39) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits but so that no distribution amounting to a reduction of capital be made except in compliance with the requirements of the Companies Act 1965.
- (40) To procure the Company to be registered incorporated or otherwise duly constituted in Malaysia and elsewhere and to obtain any provisional order or ordinance for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
- (41) To pay the costs, charges and expenses preliminary and incidental to the formation establishment and registration of the Company and to remunerate or pay a commission to any person for services rendered or to be rendered in placing or assisting to place any shares, debentures or debenture stocks or other securities of the Company or in, or about the formation of the Company or the conduct of its business.
- (42) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others.

- (43) To advertise all or any of the services or goods of the Company in any way that may be thought prudent including the posting of bills in relation thereto and the issue of books, pamphlets and price lists and the conducting of seminars and competitions and the giving of prizes therefor.
- (44) To purchase, establish and carry on business as general merchants, manufacturers, importers, commission agents del credere agents, removers, packers, storers, store keepers, factors and manufacturers of dealers in foreign and local produce, manufactured or raw state and to undertake carry on and execute all kinds of financial commercial trading and other manufacturing operations and all business whether wholesale or retail.
- (45) To carry on the business of importers and exporters of all kinds of merchandise including rice, sugar, logs, timbers, animal feeds, grain, machinery, fertilizer, tyres, building materials of every description, textiles, photographic goods, electrical goods, watches, motor vehicles and yarns and prepare, manufacture and render marketable any such commodities either in their raw state or as prepared or manufactured and either by wholesale or retail.
- (46) To carry on in Malaysia, or elsewhere, all or any one or more of the following businesses namely, the buying selling, letting on hire, hire purchase, or easy payment system of, manufacturing and contractors of and dealers in household or office furniture and domestic or business appliances, installation fittings, machinery, motor car, taxicabs, automobiles, tramcars, charr-a-bancs, motor lorries and wagons, and motor vehicles of all kinds and descriptions, cycles, bicycles, coaches, carriages, and all other vehicles whether moved, propelled or drawn by motor, steam, oil, petrol, electricity, or any mechanical or other power or device, agricultural, implements and machinery of all sorts, airships, aeroplanes, balloons and all other machines, vehicles or devices now or hereafter used for travelling by air, and all motors, machinery, mechanical and other parts, tools, plant, implements, utensils, appliances, apparatus, requisites and accessories for all the classes of the above-mentioned vehicles or any parts thereof, pianos, furniture, wireless and television receivers, telephone or other apparatus, and all other things of whatsoever nature or description capable of being used therewith or in the manufacture, maintenance and working thereof.
- (47) To buy sell, alter repair, exchange deal in and finance the sale of furniture, apparatus, machinery, materials, goods and articles of every description, to hire out or sell any of the same on hire purchase system and carry out by contract or otherwise any work connected therewith.
- (48) To obtain option over, purchase or otherwise howsoever acquire and to improve, manage and develop and to grant option and licences over sell and otherwise deal in movable property chooses in action and rights of any kind whatsoever in any part of the world.
- 49) To acquire and undertake the whole or any part of the business property and liabilities of any person or persons firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (50) To pay for any property or rights to be acquired by the Company either in cash or by shares (with or without preferred or deferred rights) or any securities which the Company has power to issue and generally on such terms as may be thought fit.
- (51) To accept payment for the undertaking or any property or rights sold or otherwise disposed of or dealt with by the Company either in cash or by instalments or otherwise or in shares credited as fully or partly paid up in any company or companies with or without deferred or preferential rights in respect of dividends or payment of capital or otherwise or by means of mortgages or by debenture, debentures, debenture stock, (perpetual or otherwise) or obligations or securities of any company of companies for partly in some mode and partly in another and generally on such terms as the Company may determine.
- (52) To obtain, or in any way assist in obtaining any ordinance or enactment of any legislative authority for enabling this or any other company to carry any of its objects into effect or for effecting any modification of this or any other company's constitution or for any other purpose and to oppose any legislation proposals proceedings schemes or applications whether indicated in this paragraph or not which may seem calculated directly or indirectly to prejudice this or any other company.



- (53) To remunerate any person firm or company rendering services to this Company either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (54) To charge the Company's assets to any financial institution or institutions as security against loans or credit facilities granted to subsidiary companies or any other related companies or individuals or to act as guarantor to loans or credit facilities granted to subsidiary companies or any other related companies or individuals whom may in the opinion of the directors be appropriate subject always to the provisions of the Companies Act, 1965.
- (55) To make donations for patriotic or for charitable purposes.
- (56) To transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.
- (57) To obtain all powers and authorities necessary to carry or extend any of the above objects.
- (58) Generally to do all such other things that are incidental to or connected with any of the above objects or conducive to the attainment thereof or otherwise likely in any respect to be advantageous to the Company.
- (59) To do all or any of the above things in any part of the world on behalf of the Company or on behalf of any other company and as principal, agents, contractors, trustees or otherwise or by or through trustees, agents or otherwise and either alone or in conjunction with another or others.

And it is hereby declared that:-

- (a) the word "company" in this clause except where used in reference to this Company shall be deemed to include any partnership or other body or persons whether incorporated or not incorporated and whether domicile in Malaysia or elsewhere and whether existing or hereafter to be formed.
  - (b) word denoting the singular numbers only shall include the plural number and vice versa.
  - (c) the objects specified in each of the paragraphs in this Memorandum shall be regarded as independent objects, and accordingly shall be in no way limited or restricted (except when otherwise expressed in such paragraph) by reference to the objects indicated in any other paragraphs or by reference to the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.
4. The liability of the members of the Company is limited.
5. The capital of the Company is RM500,000,000/- divided into 500,000,000 ordinary shares of RM0.20 each with power for the Company to increase or reduce such capital and to vary or abrogate the rights attached to any class of shares in the Company and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

Company No  
244521-A

(7)

We, the several persons whose names, and addresses and descriptions are subscribed hereto, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Name, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>GAN ENG KWONG NRIC No. 3855664 (B) Apt. 10-5, Desa Angkasa 12 Jalan Taman U-Thant 55000 Kuala Lumpur</p> <p>(Director)</p>	One (1)
<p>IRENE TAN (F) NRIC No. 4759846 (B) Apt 10-5, Desa Angkasa 12 Jalan Taman U-Thant 55000 Kuala Lumpur</p> <p>(Director)</p>	One (1)
Total number of shares taken	Two (2)

Dated this 1st day of July 1992

Witness to the above signature:-

CHUNG CHEE KEON  
COMPANY SECRETARY  
33 JALAN SS 2/43  
47300 PETALING JAYA

**THE COMPANIES ACT, 1965**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**RELIANCE PACIFIC BERHAD (244521-A)**  
**EXCLUSION OF TABLE "A"**

Table "A"  
excluded

1. The Regulations contained in Table "A" in the Fourth Schedule to the Companies Act, 1965 shall not apply to the Company except in so far as the same are repeated or contained in these Articles.

**INTERPRETATION**

2. In these Articles if not inconsistent with the subject or context:-
  - (a) "The Act" means the Companies Act, 1965 as amended from time to time and any re-enactment thereof.
  - (b) "The Board" means the board of directors for the time being of the Company.
  - (c) "Depository" means the Bursa Malaysia Depository Sdn Bhd.
  - (c1) "Depositories Act" means The Securities Industry (Central Depositories) Act, 1991, and any statutory modification, amendment, re-enactment thereof for the time being in force and includes all subsidiary legislation made thereunder.
  - (d) "Depositor" means a holder of securities account established by the Depository.
  - (e) "Deposited Security" means a security in the Company standing to the credit of a securities account of a depositor subject to the provision of Depositories Act, and the Rules.
  - (f) "The Company" means RELIANCE PACIFIC BERHAD including any further changes to its name.
  - (g) "The Directors" means the directors for the time being of the Company.
  - (g1) "exempt authorised nominee" refers to an authorised nominee defined under the Depositories Act which is exempted from compliance with the provisions of subsection 25A(1) of the Depositories Act.
  - (h) "Listing Requirements" means Bursa Malaysia Securities Berhad Main Market Listing Requirements including any amendment to the Listing Requirements that may be made from time to time.
  - (h1) "market day" means a day on which the stock market of the Stock Exchange is open for trading in securities.
  - (i) "member/members" includes a depositor who shall be treated as if he were a member pursuant to Section 35 of the Securities Industry Central Depositories Act 1991 but excludes the Depository in its capacity as a bare trustee.

- (i1) "Non Deposited Security" means a security of the Company which is not a Deposited Security.
- (j) "Office" means the registered office for the time being of the Company.
- (k) "Record of Depositors" means a record provided by Depository to the Company under Chapter 24.0 of the Rules of the Depository.
- (l) "Register" means the Register of Members to be kept pursuant to the Act.
- (m) "Registrar" means the Registrar of Companies, Malaysia.
- (n) "Rules" means the Rules of the Depository and includes any statutory modifications, amendments or re-enactment thereof for the time being in force.
- (o) "Seal" means the Common Seal of the Company.
- (p) The "Secretary" means any person or persons appointed to perform the duties of a secretary of the Company.
- (p1) "securities account" means an account established by the Depository for a depositor for the recording of deposit of securities and for dealings in such securities by the Depositor.
- (p2) "securities" shall have the meaning given in section 2 of the Capital Markets and Services Act 2007.
- (p3) "share scheme for employees" means a share scheme involving a new issue of shares to employees.
- (q) "Shares" means shares in the Company.
- (r) "Stock Exchange" means Bursa Malaysia Securities Berhad including any further changes to its name.
- (s) Reference to "writing" shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- (t) Reference to "these Articles" means these Articles of Association as originally framed or as from time to time altered by special resolution.
- (u) Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, 1948 and 1967 (consolidated Revised 1988) as amended from time to time and any re-enactment thereof.
- (v) Words including the singular only shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa and the word "person" shall include a corporation, a partnership and an unincorporated body.
- (w) The headings are inserted for convenience only and shall not affect the construction of these Articles.

**AUTHORISED SHARE CAPITAL**

3. The authorised share capital of the Company is Ringgit Malaysia Five Hundred Million (RM500,000,000.00) divided into 2,500,000,000 ordinary shares of RM0.20 each.

**SHARES**

Directors Rights  
to Deal with  
Unissued Shares

4. Subject to the Act and to the conditions restrictions and limitations expressed in these Articles, the Directors may allot, grant options over or otherwise dispose of the unissued share capital of the Company to such persons, at such time and on such terms as they think proper, PROVIDED ALWAYS THAT:-

- (a) no shares shall be issued at a discount except in compliance with the provisions of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;
- (c) unless otherwise expressly stated in these Articles there shall be no special rights attached to shares of a class other than ordinary shares;
- (d) no Director shall participate in a share scheme for employees unless the members in general meeting have approved of the specific allotment to be made to such Director.

- 4A. The rights attaching to shares of a class other than ordinary shares shall be expressed.

Preference  
Shares

- 5(1) The Company shall have power with the sanction of an ordinary resolution to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company or to issue preference shares ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner and either at par or at a premium as they may think fit.

- 5(2) Deleted.

- 5(3) Preference shareholders shall have the same rights as ordinary shareholders as regards the receiving of notice, reports, balance sheets and audited accounts and the attending of general meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened on a proposal to reduce the Company's share capital or during the winding up of the Company or on a proposal to wind up the Company or on a proposal for the disposal of the whole of the Company's property, business and undertaking or on a proposal that affects rights attached to the share or where the proposition to be submitted to the meeting directly affects their rights and privileges or when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months.

Modification of  
rights

6. Notwithstanding Article 8 hereof the repayment of preference capital other than redeemable preference capital, or any alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the

meeting.

- |   |     |  |
|---|-----|--|
| Assist in<br>Financing of<br>Shares           | 7.  | Subject to the Act, the Company may purchase its own shares or give whether directly or indirectly by means of a loan, guarantee or the provision of security or otherwise, any financial assistance for the purpose of or in the connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or where the Company is a subsidiary, in its holding company or in any way purchase, deal in or lend money on its own shares.  |
| Variation of<br>Class Rights                  | 8.  | If any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but that the necessary quorum shall be two person at least holding or representing by proxy one-third of the issued shares of that class and that any holder of shares of that class present in person or by proxy may demand a poll. To every such special resolution the provision of Section 152 of the Act, shall, with such adaptations as are necessary, apply. |
| Rights not varied<br>with New Shares          | 9.  | The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards to participation in the profits or assets of the Company in some or in all respects <i>pari passu</i> therewith.   |
| Commissions for<br>Procuring<br>Subscriptions | 10. | The Company may exercise the powers conferred by Section 58 of the Act of paying commissions to persons subscribing or procuring subscriptions for shares of the Company, or agreeing so to do whether absolutely or conditionally, provided that the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and shall not exceed ten per cent (10%) of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent to ten per cent (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of the shares pay such brokerage as may be lawful.   |
| Interest on Paid<br>Up Capital                | 11. | Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or building or the provision of any plant which cannot be made profitable for a long period the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 69 of the Act, may charge the same to capital as part of the cost of construction of the works, buildings or plant.   |
| Shares held on<br>Trust Not<br>Recognised     | 12. | Except as required by law and as provided under the Rules no person shall be recognised by the Company as holding any share upon any trust and the Company shall not even when having notice thereof be bound or compelled to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise expressly provided or the Rules) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.  |

Power in  
Increase Capital

13.

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or, all the shares for the time being issued shall have been fully called up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

Unissued and  
Unallotted  
Shares

14(1)

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares and other convertible securities shall before they are issued be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

Rights and  
Liabilities of New  
Shares

15.

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

#### CERTIFICATES

Issue and  
Delivery of  
Certificates

16.

Subject to the provisions of the Act, the Depositories Act and the Rules, in relation to Non Deposited Securities, every person whose name is entered in the register of members shall be entitled to receive such number of share certificates in reasonable denominations in respect of his holdings as the Company may prescribe without charge. If any member shall require more certificates in respect of the securities allotted to him than that which are allocated to him by the Company he shall pay such sum per certificate for every additional certificate as may from time to time be prescribed by the Company. Where a member transfers part only of the Non Deposited Securities comprised in a certificate the old certificate shall be cancelled and a new certificate for the balance of such Non Deposited Securities issued in lieu without charge for the sum as may from time to time be stipulated by the Company. Every certificate issued shall be under the share seal or the Seal of the Company and bear the signatures or the autographic signatures of at least one Director and the Secretary or such other person as may be authorised by the Directors and shall specify the security to which it relates and the amount paid up thereon. Such signatures may be reproduced by mechanical or other means provided that the method or system of reproducing signatures has first been approved by the Auditors of the Company. Provided Always that where the share seal is used without supporting signatures the method or system of control by the Company on the application of the share seal must be first approved by the Auditors of the Company.

16A. With respect to Deposited Securities, subject to the provisions of the Act, the Depositories Act, the Rules and the rules and requirements of the Stock Exchange:-

- (a) where any new securities designated as Deposited Securities are issued by the Company (whether by way of bonus issue, rights issue, conversion of debt securities, exercise of any rights or options or otherwise), the Company shall notify the Depository of the name of the allottees or entitled persons and all such other information as may be required by the Depository (whether under the Rules, by virtue of the Depositories Act or otherwise) to enable the Depository to make the appropriate entries in the securities accounts of the relevant allottees or entitled person and the Company shall deliver the appropriate scrips or jumbo certificates registered in the name of the Depository or its nominee in respect of such securities, to the Depository;
- (b) the Company shall make application for quotation of such securities and allot all such securities and despatch notices of allotment to the allottees or entitled person in the manner, within the time period prescribed and in accordance with the provisions of the Rules, the Depositories Act, and the rules and regulation of the Stock Exchange; and
- (c) no share certificate or scrip will be issued to all such allottees or entitled persons.

Defaced or Worn  
Out Certificates

17. Subject to the provisions of the Act, in relation to Non Deposited Securities, if any certificate shall be defaced or worn out, it may be renewed on such evidence being produced by the member, transferee, person entitled, purchaser, and/or, such other persons as the Directors shall require, and on delivery of the old certificate and on payment of such sum as may from time to time be stipulated by the Company.

Lost Destroyed  
or Stolen  
Certificates

18(1) Subject to the provisions of the Act, in respect of Non Deposited Securities, where a certificate or other document of title to a security is lost, destroyed or stolen, the Company shall on payment of a fee as may from time to time be stipulated by the Company, issue a duplicate certificate or document in lieu thereof to the member on his application accompanied by:-

- (a) a letter of indemnity (if required by the Directors) and a statutory declaration that the certificate or document has been lost, destroyed or stolen, and has not been pledged sold or otherwise disposed of, and, if lost, that proper searches have been made;
  - (b) an undertaking in writing that if it is found or received by the member it will be returned to the Company; and
  - (c) such other documents as the Directors may require.
- (2) The member or person entitled to whom such duplicate certificate is issued shall in addition pay to the Company all expenses incidental to the investigations by the Company of the evidence of such loss destruction or theft and shall bear any loss that may be suffered by the Company as a result of the Company issuing such duplicate certificate to such person.
- (3) Where the value of the securities represented by the certificate or document is greater than RM500 the Directors of the Company may in addition to the requirements of Article 18 (1) and (2) and before accepting an application for the issue of a duplicate certificate or document, require the Applicant to cause an advertisement to be inserted in a newspaper circulating in a place specified by the Directors stating that the certificate or



document has been lost or destroyed and that the owner intends after the expiration of fourteen (14) days after the publication of the advertisement to apply to the Company for a duplicate.

#### **CALLS ON SHARES**

- |  |     |  |
|--|-----|--|
| Directors may make calls                             | 19. | The Directors may, subject to these Articles from time to time make such calls upon the members as the Directors may think fit in respect of the amounts unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium), and not by the conditions of allotment made payable at fixed times. Except in the case of calls payable at fixed times pursuant to the conditions of allotment each member shall be entitled to receive at least fourteen (14) days notice specifying the time or times and place of payment.   |
| Mode of Payment on Calls                             | 20. | Calls may be made payable either in one sum or by instalments and each member upon whom a call is made is liable to pay the amount of the call to the person and at the time or times and place appointed by the Directors. A call may be revoked or the time for its payment may be postponed by the Directors.   |
| Directors' Resolution on Call                        | 21. | A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.  |
| Liability of Joint Holders on Calls                  | 22. | Joint-holders of a Non Deposited Security shall be jointly and severally liable for the payment of all calls in respect thereof and any interest accrued thereon.  |
| Differentiation of Shares on Call                    | 23. | The Directors may on the issue of shares, differentiate between the holders of such shares as to the amount of calls to be paid and in the time of payment of such calls.  |
| Any sum payable on Fixed Date be deemed to be called | 24. | Any sum which by the terms of issue of a share is made payable at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall, for all purposes of these Articles, be deemed to be a call duly made and payable on such fixed date, and in case of non-payment all the provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum were a call duly made and notified.  |
| Interest on Non Payment                              | 25. | If any sum in respect of a call is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment, at such rate, not exceeding twelve per cent (12%) per annum, as the Directors may determine (or failing such determination, then at the rate of twelve per cent (12%) per annum) provided however that the Directors may waive payment of such interest in whole or in part.  |
| Interest on Advance Payment                          | 26. | The Directors may if they think fit, receive from any member willing to advance the same all or any part of the moneys payable in respect of any share held by him beyond the amount of the calls actually made thereon and upon the moneys so advanced, or so much thereof as shall from time to time exceed the amount of the calls due upon such shares, the Company may pay interest at such rate not exceeding fifteen per cent (15%) per annum, as may be agreed between the member paying the sum in advance and the Directors. Any sums paid in advance of calls shall not whilst carrying interest, confer a right to participate in profits. Except in liquidation, sums paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid. |

## FORFEITURE OF SHARES

- |   |       |   |
|---|-------|---|
| Notice to Pay Calls                         | 27.   | If any member fails to pay the whole or any part of any call on the day and at the time appointed for the payment thereof the Directors may at any time thereafter during such time as the call or any part thereof remains unpaid, serve a notice on him requiring him to pay such call or such part thereof as remains unpaid, together with any interest which may have accrued and any expenses that may have been incurred by reason of such non-payment.  |
| Period of Notice                            | 28.   | The notice shall name a further day (not being less than fourteen (14) days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made will be liable to be forfeited.   |
| Forfeiture on failure to comply with notice | 29.   | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends which shall have been declared on the forfeited shares and not actually paid before the forfeiture. The Directors may accept surrender of any share liable to be forfeited hereunder.  |
| Forfeited or Surrendered Shares             | 30.   | A share so forfeited or surrendered shall become the property of the Company and may be resold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit.   |
| Sale of shares forfeited                    | 30(1) | If any share is forfeited and sold, any residue after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs.   |
| Liability to continue until payment         | 31.   | A person whose shares have been forfeited or surrendered shall cease to be a member in respect of the forfeited or surrendered shares, but shall, notwithstanding such forfeiture remain liable to pay to the Company all sums which, at the date of forfeiture or surrender were payable by him to the Company in respect of the shares (together with interest thereon from the date when such sums were payable until actual payment if the Directors think it fit to enforce payment of such interest) but his liability shall cease if and when the Company receives payment in full of all such moneys in respect of the shares.  |
| Transfer of Forfeited Shares                | 32.   | A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited or surrendered or sold to satisfy a lien on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration if any, given for the share on any sale or disposition thereof and the Directors may authorise some person to execute a transfer of the share in favour of the person to whom the share is sold or otherwise disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of |

the purchase money, if any, nor shall his title be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or other disposal of the share.

Notice of  
Forfeiture

33. When any share has been forfeited in accordance with these Articles notice of the forfeiture shall be given to the holder of the share or to the person entitled to the share by reason of the death or bankruptcy of a member as the case may be, within fourteen (14) days of the forfeiture and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the Register opposite to the share but no forfeiture shall, in any manner be invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

#### LIEN

Company has a  
Paramount Lien

34. The Company shall have a first and paramount lien on every share (not being fully paid share) for all money called (whether presently payable or not) or payable at a fixed time in respect of the particular share and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a member (whether solely or jointly with others) or jointly with any other person, to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

Company's Lien  
on Shares and  
Dividends

- 34A. The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the company may be called upon by law to pay and has paid in respect of the shares of the member or deceased member.

Notice prior to  
Sale

35. The Company may sell, in such manner and on such terms as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) days after notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death or bankruptcy of a member.

Proceed on Sale

36. The proceeds of any such sale after payment of the amount of costs relating to the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable including interest accrued and expenses and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares immediately prior to the date of the sale or his executors, administrators or assignees or as he directs.

#### TRANSFER OF SHARES

Transfer in  
Writing

- 37(1) Subject to the provisions of the Act all transfers of Non Deposited Securities shall be in writing and in the form as may from time to time be prescribed under the Act and shall be signed by both the transferor and the transferee, and must be left at the Office or such other place as the Directors may appoint. The Directors may require the transferor to produce evidence to show the right of the transfer or to make the transfer and if the instrument of transfer is signed by some other person on his behalf, the authority of such person to do so. An instrument of transfer relating to Non Deposited Security when registered shall be retained by the Company.

- (2) Subject to these Articles, the Act, the Depositories Act, the Rules and the rules and requirements of the Stock Exchange, there shall be no restriction on the transfer of fully paid shares except where required by law.
- (3) The Directors may in their absolute discretion decline to recognise the instrument of transfer relating to Non Deposited Security unless such fee per transfer as may be stipulated by the Company plus the amount of the proper duty with which each certificate is chargeable under the law relating to stamp duty as the Directors may from time to time require, is paid to the Company.
- Transfer of Securities 37A. The transfer of any Deposited Security or class of Deposited Security of the Company, shall be by way of book entry by the Depository in accordance with the Rules and notwithstanding section 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Security.
- Registration of Transfer 38. The instrument of transfer of a share must be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- Rights Only Upon Registration 39. No person shall exercise any rights of a member until his name shall have been entered in the Register and he shall have paid all calls and other moneys for the time being due and payable on any share held by him whether alone or jointly with any person.
- Capacity of Transferee 40. No share shall under any circumstances be transferred to any infant, bankrupt or person of unsound mind.
- Register of Transfer 41. The Company shall maintain a book called "Register of Transfers" which shall be kept by the Secretary or such other person authorized by the Directors. Particulars of the transfer or transmission of every Non Deposited Security shall be entered in the Register of Transfers.
- Directors may decline Registration of Transfer 42(1) The Directors may in their absolute discretion decline to register any transfer of Non Deposited Security if:-
- (a) The securities are not fully paid-up;
  - (b) the Company has a lien on the securities;
  - (c) the registration of the transfer would result in a contravention or failure to observe the provisions of any law in Malaysia;
  - (d) the registration would result in Foreign Persons owning more than thirty per cent (30%) of the issued and paid-up capital of the Company. For the purpose of this sub-article, the Company shall make public announcements at quarterly intervals of the percentage of the then issued ordinary share capital of the Company which in its opinion is beneficially owned or controlled by Foreign Persons and, whenever such percentage reaches the maximum, shall make an immediate public announcement to that effect.
- (2) If the Directors refuse to register a transfer under sub-Article (1) above, they shall send to the transferor or the lodging broker (if any) and the transferee notice of the refusal and the precise reasons therefor.

- (3) Except in the case of fraud, any instrument of transfer which the Directors have declined to register shall be returned to the transferor or lodging broker (if any).

#### RIGHT TO SUSPEND REGISTRATION

- |                                    |       |  |
|------------------------------------|-------|--|
| Right to suspend registration      | 43.   | The registration of transfers may be suspended at such time, for such reason and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. Any notice of intention to fix a books closing date and the reason therefor shall be published in a daily newspaper circulating in Malaysia and shall be also be given to the Stock Exchange, such notice shall state the books closing date, which shall be at least ten (10) market days after the date of notification to the Stock Exchange or such other period of notice as may be permitted by the Stock Exchange, the period and purpose of such closure, and the address of the share registry at which documents will be accepted for registration. The Company shall give written notice of such closure to the Depository in accordance with the Rules, the Depositories Act and the rules and requirements of the Stock Exchange to enable the Depository to prepare the appropriate Records of Depositors.                              |
| Registration fees for Probate, etc | 44(1) | Subject to the provisions of the Act, there shall be paid to the Company in respect of the registration of any probate, letter of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title of any Non Deposited Security, such fee as may be stipulated by the Company from time to time.  |
|                                    | (2)   | With respect to Deposited Securities, the fees chargeable for the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or such other document relating to or affecting the title to such securities, shall be in accordance with the Depositories Act, the Rules and the rules and requirements of the Stock Exchange.  |
| Renunciation of Allotment          | 45.   | Nothing in these Articles shall preclude the Directors from recognizing a renunciation of the allotment of any share by the allottee in favour of some other person.   |
| Company Not Liable for Fraud       | 46(1) | Neither the Company nor the Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Non Deposited Security apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or the Directors or other officers be legally inoperative, or insufficient to pass the property in the Non Deposited Security proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have noticed that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee, or otherwise in a defective manner. In every such case, the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognised as the holder of such Non Deposited Security and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto. |
|                                    | (2)   | Before registering any transfer lodged for registration, the Directors may, if they should deem fit, give notice by letter posted in the ordinary course to the registered holder that an instrument of transfer has been lodged and that unless objection is taken, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office within ten (10) days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer.  |

Transmission of  
Securities

46A(1)

Where

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

the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.

**TRANSMISSION OF SHARES**

Transmission

47.

In the case of death of a member, the survivor or survivors where the deceased was a joint-holder, and the legal personal representatives of the deceased where he was a sole-holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member (whether sole or joint holder) from any liability in respect of any share which had been held by him alone or jointly with some other person.

Directors may  
require Letters of  
Administration or  
Probate

48.

Any person becoming entitled to Non Deposited Security in consequence of the death or bankruptcy of any member may upon such evidence of title being produced as may from time to time be required by the Directors (but subject to the provisions hereinafter contained) elect either to be registered himself as a member in respect of such Non Deposited Security or to have some person nominated by him registered as transferee thereof but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the Non Deposited Security by that member before his death or bankruptcy. Before recognising any executor or administrator or assignees the Directors may require him to take out probate or letters of administration as evidence. Provided always that where the security is a Deposited Security to the Rules, a transfer or withdrawal of the security may be carried out by the person becoming so entitled subject to the Rules, the Depositories Act, the Act and the rules and requirements of the Stock Exchange.

Notice of  
Election

49.

If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects provided always that where the security is a Deposited Security and the person so becoming entitled elects to have the security transferred to him, the aforesaid notice together with all necessary forms and documents prescribed by the Rules, the Depositories Act or the Depository. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the security. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice of transfer were a transfer signed by that member.

Receipt and  
Discharge of  
Dividends

50.

A person entitled to shares in consequence of the death or bankruptcy of a member shall be entitled upon the production of such evidence as may from time to time be properly required by the Directors in that behalf to receive and may give a discharge for all dividends and other moneys

payable in respect of the shares, but he shall not be entitled to receive notice of or to attend or vote at any meeting, or, save as aforesaid, to exercise any of the rights and privileges of a member, unless and until he shall have become registered as a member in respect of the shares. Where two or more person are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of the Articles, be deemed to be the joint holders of the share.

#### JOINT HOLDERS OF SHARES

Joint holders of  
Shares

51.

In relation to any Non Deposited Securities, when two or more persons are registered as the holders of any Non Deposited Security, they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the following provisions:-

- (a) the Company shall not be bound to register more than three(3) persons as the holders of any Non Deposited Security except in the case of executors or trustees of a deceased shareholder;
- (b) the joint holders of a Non Deposited Security shall be liable severally as well as jointly in respect of all calls and other payments which ought to be made in respect of such Non Deposited Security;
- (c) on the death of any one of such joint holders the survivor or survivors shall be the only persons recognised by the Company as having any title to such Non Deposited Security but the Directors may require such evidence of death as they may deem fit;
- (d) any one of such joint holder of Non Deposited Security may give effectual receipts for any dividend and payment on account of dividend, bonus, return of capital and other money payable in respect of such Non Deposited Security;
- (e) only the person whose name stands first in the Register as one of the joint holders of any Non Deposited Security shall be entitled to delivery of the certificate relating to such Non Deposited Security or to receive notices from the Company and any notice given to such person shall be deemed notice to all the joint holders.

#### CONVERSION OF SHARES INTO STOCKS

Conversion of  
Shares Into Stock  
and Reconversion

52.

The Company may by ordinary resolution convert any paid up shares into stock, and reconvert any stock into paid up shares of any denomination.

Transfer of Stock

53.

The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; provided however that the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable, and direct that fractions of Ringgit or of any other sum shall not be dealt with, with power nevertheless, at their discretion to waive such stipulations in any particular case and provided further that the minimum amount of stock transferable shall not exceed the nominal amount of the shares from which the stock arose.

Privileges and  
Advantages  
Conferred on  
Stockholders

54. The stock shall confer on the holders thereof respectively the same privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings of the Company, and other matters as would have been conferred by the shares from which the stock arose, but so that none of such privilege or advantage, (except participation in dividends and profits of the Company and in assets on a winding up) shall be conferred by an amount of the stock which would not, if existing in shares, have conferred such privilege or advantage.

Provisions  
applicable to  
shares shall  
apply to Stock

55. All such provisions of these Articles as are applicable to paid-up shares shall apply to stock and in all such provisions the word "share" shall include "stock" and the word "shareholder" and "member" shall include "stockholder".

#### ALTERATION OF CAPITAL

- 56(1) The Company may from time to time by ordinary resolution:-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject nevertheless to the provisions of the Act) and so that in the subdivision the proportion between, the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived. Any resolution whereby any share is sub-divided may determine that, as between the holders of shares resulting from such subdivision, one or more of such shares may have such preferred or other special rights over, or may be given any preference or advantage as regards dividends, return of capital, voting or otherwise over the other or others of such shares;
  - (c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- (2) The Company may by special resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner authorised by the act and subject to any consent required by the law.

#### GENERAL MEETINGS

Annual General  
Meeting

57. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next, but so long as the Company holds its first annual general meeting within eighteen (18) months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

Extraordinary  
General  
Meetings

58. All general meetings other than annual general meetings shall be called extraordinary general meetings.



- |  |       |  |
|--|-------|--|
| Notice of Meeting                      | 59.   | All general meetings shall be held at such time, day and place as the Directors shall determine. Every notice of an annual general meeting shall specify the meeting as such and every meeting convened for passing a special resolution shall state the intention to propose such resolution as a special resolution.   |
| Meeting may be convened on Requisition | 60.   | The Directors may whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on any requisition made in accordance with the provisions of the Act, or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 144 of the Act a meeting may be convened by such requisitionists in the manner provided in Section 144 of the Act. Any meeting convened by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Directors.   |
| Notice                                 | 61.   | <p>An annual general meeting and any general meeting at which it is proposed to pass a special resolution or a resolution of which special notice has been given to the Company shall be called by twenty-one (21) days notice in writing at the least, and any other general meeting by fourteen (14) days notice in writing at the least (exclusive in either case of the day on which it is served or deemed to be served and of the day for which it is given) and shall be given to the Auditors and to all the members other than such as under the provisions of these Articles are not entitled to receive such notices from the Company; Provided that a general meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:-</p> <ul style="list-style-type: none"><li>(a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and</li><li>(b) in the case of an extraordinary general meeting, by that number or majority in number of the members having a right to attend and vote thereat as is required by the Act.</li></ul>   |
| Contents of notice                     | 62(1) | <p>Every notice calling a general meeting shall specify the place and the day and hour of the meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company, and the provision of Section 149(1)(b) of the Act shall not apply to the Company.</p> <ul style="list-style-type: none"><li>(2) In the case of an annual general meeting the notice shall also specify the meeting as such.</li><li>(3) In the case of any general meeting at which business other than ordinary business is to be transacted, the notice shall specify the general nature of such business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business and if any resolution is to be proposed as a special resolution the notice shall contain a statement to that effect.</li><li>(4) In addition fourteen (14) days notice at the least of general meetings or twenty one (21) days notice at the least, of general meetings at which special business is to be transacted or where any special resolution is proposed or where it is the annual general meeting shall be given by advertisement in at least one nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each Stock Exchange upon which the Company is listed.</li></ul> |

Omission not to invalidate proceedings	63.	The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate any resolution passed and the proceedings of any such meeting.
Resolution by member	64.	Any member entitled to be present and vote at a meeting may propose any resolution at any general meeting, provided that the provisions of Section 151 of the Act have been complied with.
Duty of Secretary on receipt of notice of intention	65.	Upon receipt of any pursuant to the last preceding Article the Secretary shall cause its circulation to the members thereof, provided that in the case of a requisition requiring notice of a resolution, it is received not less than six (6) weeks before the meeting and in the case of any other requisition, it is received not less than one (1) week before the meeting.
Routine Business	66.	<p>Ordinary business shall mean and include only business transacted at an annual general meeting of the following classes, that is to say:-</p> <ul style="list-style-type: none"><li>(a) considering and adopting the balance sheet, the reports of the Directors and Auditor and other accounts and documents required to be annexed to the balance sheet;</li><li>(b) declaring dividends;</li><li>(c) fixing the remuneration of the Directors;</li><li>(d) electing Directors in place of those retiring or otherwise;</li><li>(e) appointing auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.</li></ul> <p>Save as aforesaid all businesses that are transacted at any general meeting shall be deemed special.</p>
Persons entitled to notice	67(1)	<p>Notice of every general meeting shall be given in any manner authorised by these articles to:-</p> <ul style="list-style-type: none"><li>(a) every member holding shares conferring the right to attend and vote at the meeting who, at the time of convening of the meeting shall have paid all calls or other sums presently payable by him in respect of any such shares in the Company; and</li><li>(b) the Auditors of the Company</li></ul> <p>(2) No other person shall be entitled to receive notices of general meetings. Provided that if the meeting is called for the alteration of the Company's objects, the provisions of the Act regarding notices to debenture holders shall be complied with.</p>
Manner and period of special notice	68.	Where by the Act special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than twenty-eight (28) days before the meeting at which it is moved and the Company shall give its members notice of any such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable shall give them notice thereof in any manner allowed by these Articles not less than fourteen (14) days before the meeting, but if after notice of the intention to move such a resolution has been

given to the Company, a meeting is called for a date twenty-eight (28) days or less after the notice has been given the notice although not given to the Company within the time required by this Article shall be deemed to be properly given.

Record of  
depositors

- 68A(1) The Company shall request the Depository in accordance with the Rules of the Depository, to issue a Record of Depositors to whom notices of general meetings shall be given by the company.
- (2) The Company shall also request the Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than 3 market days before the general meeting (hereinafter referred to as "the General Meeting Record of Depositors").
- (3) Subject to the Securities Industry (Central Depository) (Foreign Ownership) Regulations 1996 (where applicable), a depositor shall not be regarded as a member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

#### PROCEEDINGS AT GENERAL MEETING

Quorum

69. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy, or, in the case of corporations which are members, present by their representatives appointed pursuant to the provision of these Articles and entitled to vote shall be a quorum.

Dissolution and  
adjournment  
where minimum  
quorum is not  
attained

70. If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week (or if that day is a public holiday), at the same time and place or to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half an hour from the time appointed for holding the adjourned meeting the member present at an adjourned meeting shall form a quorum.

Chairman

71. The Chairman of the Directors, if any, or in his absence the Deputy Chairman of the Directors, if any, shall preside as Chairman at every general meeting, but if there is no such Chairman or Deputy Chairman, or if neither of them is present within fifteen minutes after the time appointed for holding the meeting, or shall decline to take or shall retire from the chair, the Directors present shall choose one of their number to act as Chairman of such meeting and if there is no Director chosen who shall be willing to act, the member present in person or by proxy and entitled to vote shall choose one of their own number to act as Chairman at such meeting.

Adjournments

72. The Chairman may, with the consent of the meeting at which a quorum is present and if directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one (21) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting

73(1)

At any general meeting a resolution put to the vote of the meeting shall be determined by a show of hands of the members present in person, unless a poll is demanded (before or upon the declaration of the result of a show of hands) :-

- (a) by the Chairman of the meeting;
- (b) by at least two (2) members present in person or by proxy;
- (c) by any member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Provided that no poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

(2) Unless a poll is duly demanded in accordance with the foregoing provisions, a declaration by the Chairman that a resolution has been carried or lost or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes, recorded in favour of or against such resolution.

(3) On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who is personally present and entitled to vote shall be entitled to 1 vote.

Demand for  
poll by proxy

74.

The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand, or join in demanding a poll, and for the purposes of the last preceding Article, a demand by a person as proxy for a member shall be the same as a demand by the member.

Resolution  
determined by a  
poll

75.

If a poll is demanded in accordance with these Articles it shall be taken in such manner as the Chairman may direct (including the use of a ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may (and if so directed by the meeting shall) appoint scrutineers for the purposes of a poll, and may adjourn the meeting to some other place and time fixed by him for the purpose of declaring the results of the poll.

Transaction of  
other business to  
continue

76.

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Notice of  
withdrawal of  
demand for poll

77.

The demand for a poll may be withdrawn.

Error in counting  
of votes

78.

If any votes shall have been counted which ought not to have been counted, or which might have been rejected, the error shall not vitiate the decision of the meeting on any resolution unless it be pointed out at the same meeting or at any adjournment thereof. Any error shall be referred to the Chairman of the meeting and shall only vitiate the

decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

Second or  
casting vote

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

Rights and  
Restrictions

- 80(1) Subject to Article 68A and any rights or restrictions for the time being attached to any class or classes of shares, at meeting of members or class of members, each member shall be entitled to be present and to vote at any general meeting of the Company either personally or by proxy or by attorney and to be reckoned in a quorum in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid.

- (2) Subject to any special rights or restrictions as to voting attached to any class or classes of shares by or in accordance with these Articles, on a show of hands every person present who is a member or a member's representative or proxy shall have one vote and in the case of poll every member present in person or by proxy or other duly authorised representative shall have one vote for every share held by him. A person entitled to more than one vote need to use all his votes or cast all the votes he uses on a poll in the same way.

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

Attendance of  
representatives  
on behalf of  
corporations

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

Appointment of  
more than one  
proxy

- 81A. Where a Member is an exempt authorised nominee which holds ordinary shares in the company for multiple beneficial owners in one securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.

Voting by joint-  
holders

82. Where there are joint-holders of any Non Deposited Security, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such Non Deposited Security as if he were solely entitled thereto; and if more than one such joint-holders be present at any meeting personally or by proxy, the person whose name stands first on the Register in respect of such Non Deposited Security shall alone be entitled to vote in respect thereof.

- |  |       |   |
|--|-------|---|
| Voting on behalf of members who are mentally incapacitated | 83.   | Any member being of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote by his committee, receiver, curator bonis, or other legal guardian or such other person as properly has the management of his estate. Any one of such person may vote either personally or by proxy Provided such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty eight (48) hours before the time appointed for holding the meeting. |
| Exercise of right to vote                                  | 84.   | No member shall be entitled to vote at any general meeting or to exercise any privilege as a member nor be counted as one of the quorum unless all calls or other sums immediately payable by him in respect of his shares in the Company have been paid.   |
| Objections against voter                                   | 85.   | No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman at the meeting, whose decision shall be final and conclusive.   |
| Appointment of proxy                                       | 86(1) | The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised. The Directors may, but shall not be bound to require evidence of the authority of any such attorney or officer.   |
|  | (2)   | A Member entitled to attend and vote at a meeting of the Company, or at a meeting of any class of Members, shall be entitled to appoint any person as his proxy to attend and vote instead of the member at the meeting. There shall be no restriction as to the qualification of the proxy and provisions of Section 149(1)(b) of the Act shall not apply to the Company.  |
|  | (3)   | Subject to Article 81 A, a member may appoint not more than 2 proxies to attend the same meeting and in such a case, the member shall specify the proportion of his shareholdings to be represented by each proxy.  |
|  | (4)   | A proxy shall be entitled to vote on a show of hands on any questions at any general meeting.   |
|  | (5)   | A proxy appointed to attend and vote at a meeting of a company shall have the same rights as the member to speak at the meeting.  |
| Form of Instrument   | 87.   | The instrument appointing a proxy shall be in the following form or in such other form as the Directors may approve or in any particular case may accept.   |

**RELIANCE PACIFIC BERHAD**

I/We, \_\_\_\_\_ of  
being a member/members' of the above-named Company, hereby appoint or  
failing him,

as my/our proxy to vote for me/us on my/our behalf at the (annual or  
extraordinary, as the case may be) general meeting of the Company, to be held  
on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ and at any adjournment  
thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

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

Against

.....  
Signature of Member

\* Strike out whichever is not desired (unless otherwise instructed, the proxy may,  
vote or abstain as he thinks fit)

Instrument to be  
deposited within  
time stipulated

88. The instrument appointing a proxy, with the power of attorney or  
other authority (if any) under which it is signed or a notarially  
certified or office copy of such power or authority shall be deposited  
at the Office or at such other place within Malaysia as is specified for  
that purpose in the notice convening the meeting, not less than forty  
eight (48) hours before the time appointed for holding the meeting or  
adjourned meeting, as the case may be, at which the person named  
as proxy in such instrument proposes to vote, or in the case of a poll,  
not less than twenty four (24) hours before the time appointed for the  
taking of the poll, and in default the instrument of proxy shall not be  
treated as valid.

Validity of a vote  
given under an  
instrument

89. A vote given in accordance with the terms of an instrument of  
proxy shall be valid, notwithstanding the previous death or  
unsoundness of mind of the principal or revocation of the  
instrument of proxy, or of the authority under which the  
instrument of proxy was executed, or the transfer of the share in  
respect of which the instrument of proxy is given provided that no  
intimation in writing of such death, unsoundness of mind,  
revocation or transfer shall have been received by the Company at  
the Office before the commencement of the meeting or adjourned  
meeting (or in the case of a poll, before the time appointed for the  
taking of the poll) at which the instrument is used.

**DIRECTORS: APPOINTMENT, ETC.**

First Directors

90. Until otherwise determined by the Company in general meeting the  
number of Directors shall not be less than two (2) nor more than ten  
(10). The first Directors of the Company shall be GAN ENG KWONG  
and IRENE TAN (F).

- |   |       |   |
|---|-------|---|
| Retirement of Directors                       | 91(1) | At the first annual general meeting of the Company all the Directors shall retire from office, and at the annual general meeting in every subsequent year one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office PROVIDED ALWAYS that an election of directors shall take place each year and all Directors shall retire from office once at least in every three (3) years but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires.  |
|   | (2)   | The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.  |
| Election of a Director                        | 92.   | No person, not being a retiring Director shall be eligible for re-election but save as aforesaid no person shall be eligible for election as a Director at a general meeting unless a notice of intention to propose his election signed by a member and a notice of his consent to the nomination and signifying his candidature for the office signed by the nominee have been left at the Office not more than thirty (30) days nor less than eleven (11) clear days before the date appointed for the meeting, provided that in the case of a person recommended by the Directors for election, nine (9) clear days notice only shall be necessary and notice of each and every candidate for election to the Board of Directors shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place. |
| Re-election of a Director                     | 93.   | The Company at the meeting at which a Director retires may fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for re-election of the Director retiring at that meeting is put to the meeting and lost, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected. A retiring Director shall be deemed to have offered himself for re-election unless he has given notice in writing to the Company that he is unwilling to be re-elected.  |
| Procedure to elect more than one Director     | 94.   | At a general meeting at which more than one Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it.   |
| Increase and reduction of number of Directors | 95.   | The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to retire from office.  |
| Alternate Director                            | 96(1) | A Director may appoint a person approved by a majority of his co-Directors to act as his alternate, provided that any fee paid by the Company to the alternate shall be deducted from that Director's remuneration. The alternate Director shall be entitled to notices of all meetings and to attend, speak and vote at any such meeting at which his appointor is not present. Any appointment so made may be revoked at any time by the appointor or by a majority of the Directors, and any appointment or revocation under this article shall be effected by notice in writing to be delivered to the Secretary. An alternate Director shall ipso facto cease to be an alternate Director if his appointor for any reason ceases to be a Director.   |



- (2) If any Director retires by rotation and is re-elected by the meeting or is, pursuant to these Articles, deemed to be re-elected at the meeting at which such retirement took effect, any appointment made by him of an alternate Director which was in force immediately prior to the appointor's retirement shall continue to operate after such re-election as if the appointor had not so retired.

Removal of  
Director

97. The Company may by ordinary resolution of which special notice has been given remove any Director before the expiration of his period of office, notwithstanding any provisions of these Articles or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement. The Company may by ordinary resolution appoint another person in place of a Director so removed from office and any person so appointed shall be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy.

Appointment of  
Directors

98. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing board of Directors, but the total number of Directors shall not at any time exceed the maximum number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

Directors fees

99. The fees payable to the Directors for their services as Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provide) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office Provided Always that:-
- (a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;
  - (b) salaries payable to executive Directors may not include a commission on or percentages or turnover;
  - (c) fees payable to Directors (save and except for other fees and remuneration payable to non-executive Directors and salaries payable to executive Directors or the Managing Director for services undertaken by such persons in addition to their services as Directors) shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.
  - (d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

- Reimbursements 100. The Directors shall be entitled to be reimbursed for all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or of general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.
- Special duties or services 101. If by arrangement with the Company, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may pay him special remuneration, in addition to his Director's fees, as may be determined by the Company in general meeting and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged save that it shall not include a commission on or percentage of turnover or profits.

#### VACATION OF OFFICE OF DIRECTOR

- Vacation of office of Director 102. The office of Director shall, ipso facto, be vacated:-
- (a) if he ceases to be a Director by virtue of the Act;
  - (b) if he resigns his office by notice in writing under his hand sent to or left at the Office;
  - (c) -deleted-
  - (d) if he is removed from his office of Director by resolution of the Company in general meeting of which special notice has been given;
  - (e) during his term of office, if he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
  - (f) during his term of office, if he has a Receiving Order in Bankruptcy made against him or makes any arrangement or composition with his creditors generally; or
  - (g) if he becomes prohibited by law being a Director.

#### POWERS AND DUTIES OF DIRECTORS

- General Powers of the Company vested in Directors 103. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company, and perform on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company and as are not by the Act or by these Articles required to be exercised by the Company in general meeting, but no regulation made by the Company in general meeting, shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Approval in  
General Meeting

- 104(1) The Directors shall not without the prior approval of the Company in general meeting in accordance with the Act:-
- (a) carry into effect any proposal or execute any transaction for the acquisition of any undertaking or property of a substantial value, or the disposal of a substantial portion of or a controlling interest in the Company's undertaking or property;
  - (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
  - (c) enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director to acquire from or dispose to such a Director or person any non-cash assets of the requisite value.

Power to Borrow

- 105(1) The Director may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (2) The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise.

Establishment of  
beneficial funds

106. The Directors may procure the establishment and maintenance of any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of and pay provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time in the employment or service of the Company or any associated company or to any persons who are or have been a Director or other officer of and holds or have held salaried employment in the Company or any associated company or the wives, widows, families or dependents or any such persons. The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or of its members and payment for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibitions or for any public, general or useful object. Provided that any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only where the Act requires, to proper disclosure to the members of the Company in general meeting. In this Article the expression "the associated company" shall include any company which is the holding company of the Company or a subsidiary of the Company or of any such holding company or which in the opinion of the Directors can properly be regarded as being connected with the Company or with any such company as aforesaid.

Appointment of  
Attorney

107. The Directors may from time to time, and at any time, by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (including power to sub-delegate but not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such

conditions as the Directors may from time to time think fit, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with any such attorney as the Directors think fit.

- |  |      |  |
|--|------|--|
| Execution of negotiable instruments and receipts     | 108. | All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipt for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors may from time to time determine.   |
| Holding of office being a Director under the Company | 109. | A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company with regard to his tenure of any such office or place of profit in any other respect nor shall any such contract, or any contract or arrangement entered into by or on behalf of any company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established provided always that Section 131 and 132E and all other relevant provisions of the Act and these Articles are complied with. |
| Remuneration for professional services               | 110. | Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained, shall authorise a Director or his firm to act as auditor of the Company.  |
| Minutes and Registers                                | 111. | <p>The Directors shall cause, minutes to be duly entered in books provided for the purpose:-</p> <ul style="list-style-type: none"><li>(a) of all appointments of officers made by the Directors.</li><li>(b) of the names of all the Directors present at each meeting of the Directors and of any Committee of Directors and of the Company in general meeting;</li><li>(c) of all resolutions and proceedings of general meetings and of meetings of the Directors and Committees of Directors.</li><li>(d) of all orders made by the Directors and any Committee of Directors.</li></ul> <p>Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting and if so signed, shall be conclusive evidence without any further proof of the facts therein stated.</p>   |
| Register of Directors, Managers and Secretaries      | 112. | The Company shall in accordance with the provisions of Section 141 of the Act keep at the Office a register containing such particulars with respect to the Directors, managers and secretaries of the Company as are required by the Act and shall from time to time notify the Registrar of any change in such Register and of the date of such change in the manner prescribed by the Act.  |

### PROCEEDINGS OF DIRECTORS

Meetings	113.	The Directors may meet together for the despatch of business at such time and place and in such manner as set out in Article 127A, adjourn and otherwise regulate their meetings and proceedings as they think fit.
Quorum for Proceedings of Directors	114.	The quorum necessary for the transaction of the business of the Directors shall be two.
Votes at Proceedings of Directors	115.	A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under these Articles vested in or exercisable by the Directors generally. Subject to these articles, questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes or where only two Directors form a quorum, the Chairman of a meeting at which such a quorum is present, or at which only 2 directors are competent to vote on the question at issue shall not have a second or casting vote.
Power of Continuing of Director(s)	116.	The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Director or Directors may except in an emergency, act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, and for no other purpose.
Summoning of Meeting of Directors	117.	A Director may at any time and the Secretary shall on the requisition of a Director summon a meeting of the Directors.
Election of Chairman and Deputy Chairman	118.	The Directors may from time to time elect and remove a Chairman and Deputy Chairman of the Board of Directors and determine the period for which they are respectively to hold office. The Chairman so elected, or in his absence the Deputy Chairman, shall preside at all meetings of the Directors but if no such Chairman or Deputy Chairman is elected, or if at any meeting the Chairman or Deputy Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such meeting.
Disclosure	119.	Every Director shall comply with the provisions of Sections 131 and 135 of the Act in connection with the disclosure of his shareholding and interest in any contract or proposed contract with the Company and in connection with the disclosure of the fact and the nature, character and extent of any office or possession of any property.
Voting by a Director with a personal interest	120.	No Director may vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal interest.
Director with an interest forming a quorum	121.	A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or, whereat the terms of any such appointment are considered or where any decision is taken upon any contract or

arrangement in which he is in any way interested provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

- |   |      |   |
|---|------|---|
| Participation of a Director in other Corporation(s) | 122. | A Director of the Company may be or become a director or other officer of or otherwise be interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Director may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them as directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in the manner aforesaid, notwithstanding that he may be, or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in the manner aforesaid provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles. |
| Committee of Directors                              | 123. | The Directors may establish any committees, local boards or agencies for managing any of the affairs of the Company, whether in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any persons to be members of any such committee or local board, or any managers or agents, and may fix their remuneration, and may delegate to any such committee, local board, manager or agent any of the powers authorities and discretions vested in the Directors with power to sub-delegate, and may authorise the members of any such committee or local boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no persons dealing in good faith without notice of any such annulment or variation shall be affected thereby.   |
| Committee Meetings                                  | 124. | The meetings and proceedings of any such committee consisting of at least two members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by a regulation made by the Directors under the last preceding Article.  |
| Election of Committee Chairman                      | 125. | A committee, local board or agency may elect a Chairman of its meeting; if no such Chairman is elected, or if at any meeting, the Chairman is not present within thirty (30) minutes after the time appointed for holding of the meeting, the members present may choose one of their members to be the Chairman at the meeting.  |
| Validation of Acts of Directors                     | 126. | All acts done by any meeting of the Directors or of a Committee of the Directors or by any person acting as a Director shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid of that they, or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such  |

committee, local board or agency as aforesaid and had been entitled to vote.

Circular  
Resolutions

127. A resolution in writing signed or approved by letter, telegram, telex or telefax or other written communication by all the Directors who may be present in Malaysia and who are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted; provided that where a Director is not so present but has an alternate who is so present, then such resolution shall also be signed by such alternate. All such resolutions shall be described as "Directors' Circular Resolutions" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's Minute Book. Any such resolution may consist of several documents in like form each signed by one or more Directors or their alternates.
- 127A. The meetings of Directors may be conducted by means of telephone or other methods of simultaneous communication by audio-visual conferencing, electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without the need for a Director to be in the physical presence of the other Directors and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A Director may disconnect or cease to participate in the meeting if he makes known to all other Directors participating that he is ceasing to participate in the meeting and such Director shall, notwithstanding such disconnections, be counted in the quorum for such meeting. The minutes of such a meeting signed by the Chairman shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid. A meeting conducted by the aforesaid means is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors participating in the meeting was at that place for the duration of the meeting.

**MANAGING DIRECTOR**

- Appointment of Managing Director 128. The Directors may from time to time appoint any one or more of their body to be the Managing Director. Any such appointment shall be for such period not exceeding three (3) years subject to reappointment and on such terms as the Directors think fit. The Directors may vest in such Managing Director such of the powers hereby vested in the Directors generally as they may think fit. The Managing Director shall be subject to the control of the Board of Directors.
- Remuneration of Managing Director 129. The remuneration of the Managing Director shall be subject to the terms of any agreement entered into in any particular case and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.
- Retirement and Removal of a Managing Director 130. A Managing Director shall be subject to retirement by rotation, and he shall be reckoned as a Director for the purpose of determining the rotation or retirement of Directors and in fixing the number of Directors

Director

to retire, and he shall, subject to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of a Director from any cause shall ipso facto and immediately cease to be a Managing Director or Executive Director.

#### THE SECRETARY

131. The Secretary or Secretaries shall, in accordance with the Act, be appointed by the directors for such term, at such remuneration, and upon such conditions as the Directors think fit and any Secretary or Secretaries so appointed may be removed by them but without prejudice to any claim he or they may have for damages for breach of any contract of service with the Company. The Directors may from time to time by resolution appoint a temporary substitute for the Secretary or Secretaries who shall be deemed to be the Secretary or Secretaries during the term of his appointment.

#### SEAL

Custody and  
affixing of seal

132. The Directors shall provide for the safe custody of the seal which shall only be used pursuant to a resolution of the Directors, or a Committee of the Directors authorising the use of the Seal. The Directors may from time to time (subject to the provisions of Article 16 in relation to certificates) make such regulations as they think fit determining the persons and the number of such persons in whose presence the Seal shall be affixed and until otherwise so determined, the Seal shall be affixed in the presence of one (1) Director and counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose of signing every instrument to which the Seal is affixed and the Directors may by resolution determine either generally or in any particular case that the signatures of any Director, the Secretary or such other person appointed as aforesaid may be, affixed or reproduced by facsimile, autographic or other mechanical means provided that the use of such method or system of reproducing signatures is restricted to a certificate, instrument of transfer or other document of title in respect of any share, stock, debenture or marketable security created or issued by the Company required to be given under the Seal.

Share Seal

133. The Company may also have a share seal pursuant to Section 101 of the Act.

Seal for use  
Abroad

134. The Company or, the Directors on behalf of the Company may exercise the powers conferred by the provisions of the Act with regard to having an official seal for use abroad and the powers conferred by the provisions of the Act with regard to the keeping of a Branch Register.

#### DIVIDENDS AND RESERVES

Reserves

135. The Directors may, before recommending any dividend whether preferential or otherwise, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet depreciation or contingencies, or for equalising dividends or for the payment of special dividends, or for the general liquidation of any debt or liability of the Company or for repairing, improving or maintaining any of the property of the Company, or for such other purposes (being purposes for which the profits of the Company may lawfully be applied) as the



Directors shall in their absolute discretion think conducive to the interest of the Company, and may invest the several sums so set aside upon such investment as they think fit and from time to time vary or realise such investments and dispose of all or any part thereof for the benefit of the Company, and may divide any reserve fund into such special funds as they think fit, with all powers to employ the assets constituting the reserve fund in the business of the Company, and without being bound to keep the same separate from the other assets. The Directors may also, without placing the same to reserve, carry forward any profits which they may think prudent not to divide.

Dividend	136.	The profits of the Company available for distribution as dividends shall be applied in the payment of dividends to the members in accordance with their respective rights and priorities. The Company in general meeting may declare dividends.
Payment of dividend	137.	No dividend shall be payable except out of the profits of the Company and no dividend shall be paid in excess of the amount recommended by the Directors.
Entitlement of dividend	138.	Subject to the rights of persons (if any) holding shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividends is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid pro-rata according to the amounts paid up on the shares during any part of the period in respect of which the dividend is paid except that if any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) as from a particular date, such share shall rank for dividend accordingly.
Interim dividend	139.	The Directors may if they think fit from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Directors act bona fide they shall not incur any responsibility to the holder of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights. The Directors may also pay half-yearly or at other suitable intervals to be determined by them any dividend which maybe payable at affixed rate if they are of the opinion that the profits justify the payment.
Retention and deduction from dividend	140(1)	The Directors may deduct from any dividend payable to any member all sums of Money (if any) immediately payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him.
	140(2)	The Directors may retain any dividend or other moneys payable on or in respect of a share other than fully paid shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts or liabilities in respect of which the lien exists.
Interest on dividends	141.	Without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided, no dividend or other monies payable on or in respect of any share shall bear interest against the Company.

- |                                     |      |   |
|-------------------------------------|------|---|
| Dividend for shares on transmission | 142. | The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall be registered as a member in respect of such shares or shall transfer the same.  |
| Unclaimed dividend                  | 143. | Subject to the Unclaimed Monies Act, 1965 all dividends unclaimed for one (1) year after having been declared, may be invested or otherwise made use of by the Directors for the benefit of the Company.  |
| Right of dividend                   | 144. | Every dividend shall be paid (subject to the Company's lien) to those members who are registered as members on the Register at the date fixed for payment of such dividend notwithstanding any subsequent transfer or transmission of the shares.   |
| Discharge of Company                | 145. | The receipt by the person appearing on the Register to be the holder of any shares and where several persons appear on the Register to be the joint-holders of any shares the receipt by any one of such joint-holders shall be a sufficient discharge to the Company for any dividend or other moneys payable in respect of such shares.   |
| Form of payment                     | 146. | Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant and sent through the post addressed to the holder or in the case of joint holders, to the address of that one of the joint holders who is first named on the Register or to such person and to such address as the holder or joint holders may in writing direct or, if several persons are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and to such address as such persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint-holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may by writing direct and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby. Every such cheque or warrant shall be sent at the risk of the person entitled to the money thereby represented. |
| Nature of dividend or bonus         | 147. | Any general meeting declaring a dividend or bonus may upon the recommendation of the Directors, direct payment of such dividend or bonus wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debenture or debenture stock of any other company, or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to the distribution the Directors may settle the same as they think expedient, add in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any members upon the basis of the value so fixed in order to adjust the rights of all members, and may vest any such specific assets in trustee upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.   |

#### CAPITALISATION OF PROFITS

- |                     |      |   |
|---------------------|------|---|
| Power to capitalise | 148. | The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution provided that such sum is not required for |
|---------------------|------|---|

paying the dividends on any shares carrying a fixed cumulative preferential dividend and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. A share premium account and a capital redemption reserve fund may, for the purposes of this Article, be applied only in the paying up of any unissued shares to the members of the Company as fully paid bonus shares.

### ACCOUNTS

Accounts to be kept 149.

The Directors shall cause proper accounting and other records to be kept and shall distribute copies of balance sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be opened to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting. Subject always to Section 167(4) of the Act the books of accounts or records of operation shall be kept at the Office or at such other place as the Directors think fit and shall always be opened to inspection by the Directors.

Profit and Loss Account, Balance Sheet and Director's Report 150.

The Directors shall from time to time in accordance with Section 169 of the Act cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheets and report as are referred to in that Section. The interval between the close of a financial year of the Company and the issue of annual audited accounts together with Directors' and Auditor's reports relating to such accounts shall not exceed four (4) months. A copy of each such documents in printed form or in CD ROM form or in such other form of electronic media, shall not less than twenty-one (21) days before the date of the meeting be sent to every member of, and to every holder of debentures of the Company and to every other person who is entitled to receive notices under the provisions of the Act or of these Articles. The requisite number of copies of each such document as may be required by the Stock Exchange or other stock exchange(s), if any, upon which the Company's securities may be listed, shall at the same time be likewise sent to the Stock Exchange or other stock exchange(s), provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or outside Malaysia or to more than one of joint-holders but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application to the Office. In the event that the annual report is sent in CD-ROM form or such form of electronic media and a member requires a printed form of such documents, the Company shall send such documents to the member within four (4) market days from the date of receipt of the member's request or such period as may be prescribed by the Stock Exchange.

- |   |      |  |
|---|------|--|
| Particulars of securities or investments of the Company | 151. | Save as may be necessary for complying with the provisions of the Act or as the Company may by special resolution otherwise resolve, the Directors shall not be bound to publish any list or particulars of the securities or investments held by the Company or to give any information with reference to the same to any member. |
|---|------|--|

#### AUDITORS

- |  |      |   |
|--|------|---|
| Appointment of Auditors  | 152. | Auditors shall be appointed in accordance with Sections 8 and 9 of the Act and their duties regulated in accordance with Sections 172 to 174, 174A and 175 of the Act.  |
| Power of auditors to attend and to be heard in general meeting | 153. | The Auditors shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns the Auditors. |

#### LANGUAGE

- |          |      |   |
|----------|------|---|
| Language | 154. | Where any accounts, minute books or other records required to be kept by the Act are not kept in the Malay or English language, the Directors shall cause a true translation of such accounts, minute books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original accounts, minute books and other records for so long as the original accounts, minute books and other records are required by the Act to be kept. |
|----------|------|---|

#### DESTRUCTION OF DOCUMENTS

- |                           |      |   |
|---------------------------|------|---|
| Keeping of Registers, etc | 155. | <p>Subject to the requirements of any law for the time being in Malaysia, the Company shall be entitled to destroy all instruments of transfer which shall have been registered at any time after a reasonable time from the date of registration thereof, and all share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of one (1) year from the date of cancellation or cessation thereof, and all notifications of change of name or address after the expiration of one (1) year from the day they were recorded, and in favour of the Company it shall conclusively be presumed that every entry in the Register which have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided that:-</p> <ul style="list-style-type: none"><li>(a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without actual notice that the preservation of such document was relevant to a claim;</li><li>(b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances where liability would not attach to the Company but for the provisions of this Article; and</li><li>(c) reference in this Article to the destruction of any document include references to its disposal in any manner.</li></ul> |
|---------------------------|------|---|

### AUTHENTICATION OF DOCUMENTS

- Authentication of documents 156. Any Director or the Secretary or any person appointed by the directors for that purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company of the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

### NOTICE

- Notice 157. A notice or other document shall be served by the Company or the Secretary on any member or Director, as the case may be, either personally or by sending it through ordinary post in prepaid letter addressed to such member or Director at his address as appearing in the Register and the Record of Depositors or the register of Directors, as the case may be.
- Service of Notice by post 158. A notice or other document if served by post shall be deemed to be served in the case of a member or Director having an address for service in Malaysia or the Republic of Singapore three (3) days following that on which a prepaid letter containing the same is posted within Malaysia or the Republic of Singapore and in the case of a member or Director having an address for service outside Malaysia and the Republic of Singapore seven (7) days following that on which the letter prepaid at airmail rates containing the same is posted within Malaysia or the Republic of Singapore. In proving service by post it shall be sufficient to prove that the letter containing the notice or document was properly addressed and prepaid and put into a Government post office letter box.
- Service of Notices to joint share holders 159. All notices shall, with respect to any Non Deposited Security to which persons are jointly entitled be given to whichever of such persons is named first in the Register and any notice so given shall be sufficient notice to all the holders of such security.
- Service of Notices to transferee or a shareholder by operation of law 160. Every person who, by operation of law, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derived the title to such share provided always that a person entitled to a share in consequence of the death or bankruptcy of a member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within Malaysia for the service of notices, shall be entitled to have served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

### WINDING UP

- |  |      |  |
|--|------|--|
| Power of Liquidator                    | 161. | If the Company is wound up the liquidator may with the sanction of a special resolution of the Company, divide amongst the members in specie or otherwise the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefits of the contributories as the liquidator, with the like sanction, think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.  |
| Provision applying on winding up       | 162. | <p>Save that this Articles shall be without prejudice to the rights of holders of shares issued upon special terms and conditions the following provisions shall apply:-</p> <p>(a) if the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively; and</p> <p>(b) if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding-up, the excess shall be distributed among the members in proportion to the capital paid-up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively.</p> |
| Commission fee on voluntary winding up | 163. | On the voluntary winding up of the company no commission or fee shall be paid to a liquidator without the prior approval of the members in general meeting. The amount of such commission or fee shall be notified to all members not less than seven (7) days before the meeting at which it is to be considered.   |

### SECRECY CLAUSE

- |                |      |   |
|----------------|------|---|
| Secrecy clause | 164. | Save as may be provided by the Act, no members shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information relating to the Company's business or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the members of the Company to communicate to the public. |
|----------------|------|---|

### INDEMNITY

- |           |      |   |
|-----------|------|---|
| Indemnity | 165. | Subject to the provisions of the Act, every Director, Managing Director, agent, Auditor, Secretary and other office for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is |
|-----------|------|---|

acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

#### ALTERATION OF ARTICLES

Approval of stock exchange required	166.	The Company shall not delete, amend or add to any of these Articles unless the prior written approval of the Stock Exchange for such deletion, amendment or addition has been sought and obtained.
---	------	--

#### MISCELLANEOUS

Statutory time period	167.	Wherever a time period is stipulated, such time period shall vary in accordance with the periods as may be prescribed by the relevant laws, rules and regulations or the relevant authorities.
--------------------------	------	--

Effect of the Listing Requirements	167A.	<ul style="list-style-type: none"><li>(a) Notwithstanding anything contained in these articles, if the Listing Requirements prohibit an act being done the act shall not be done.</li><li>(b) Nothing contained in these articles prevents an act being done that the Listing Requirements require to be done.</li><li>(c) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).</li><li>(d) If the Listing Requirements require these articles to contain a provision and they do not contain such a provision, these articles are deemed to contain that provision.</li><li>(e) If the Listing Requirements require these articles not to contain a provision and they contain such a provision, these articles are deemed not to contain that provision.</li><li>(f) If any provision of these articles is or becomes inconsistent with the Listing Requirements, these articles are deemed not to contain that provision to the extent of the inconsistency.</li></ul>
--	-------	--

We the several persons whose names and addresses are subscribed hereunder being subscribers hereby agree to the foregoing Articles of Associations.

---

Name, Address and Description of Subscribers

---

GAN ENG KWONG  
NRIC No. 3855664 (B)  
Apt. 10-5, Desa Angkasa  
55000 Kuala Lumpur

Director

IRENE TAN (F)  
NRIC No. 4759846 (B)  
Apt 10.5, Desa Angkasa  
12 Jalan Taman U-Thant  
55000 Kuala Lumpur

Director

Dated this 1st day of July 1992

---

Witness to the above signature:-

CHUNG CHEE KEON  
COMPANY SECRETARY  
33 JALAN SS 2/43  
47300 PETALING JAYA