

The Companies Act, 1965
Company Limited By Shares
Memorandum
and
Articles of Association
of



HAI-O ENTERPRISE BHD
(Company No : 22544-D)

Incorporated on the 14th day of April 1975

THE COMPANIES ACT, 1965
M A L A Y S I A
PUBLIC COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
HAI-O ENTERPRISE BHD

1. The name of the Company is HAI-O ENTERPRISE BHD.
2. The Registered Office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are: -
 - (1a) To carry on the business of general merchants, importers, exporters, storers, storekeepers, factors, brokers, commission agents, removers and packers of and dealers in manufactured goods, machinery materials, commodities, general merchandise, ores, metals, mineral substances and produce of all kinds and to import, export, buy, prepare, manufacture, render marketable, sell, barter, exchange, pledge, charge, make advances on and otherwise deal in or with or turn to account by wholesale or retail goods, machinery, materials, commodities, general merchandise, ores, metal, mineral substance and produce of all kinds.
 - (1b) To carry on business as brewers, distillers and manufacturers of, and merchants and dealers in beer, ale, porter, stout, wines, spirits, aerated waters, and liquors of every description, whether intoxicating or not, and of casks, bottles, and other receptacles for the same, and of malt, hops, grain, meal, yeast, and all other materials, and things capable of being used in connection with any such manufactures or businesses.
 - (1c) To carry on the business of dealers (whether by wholesale or retail) in all kinds of drugs, chemicals, acids, salts, alkalis, antibiotics, pharmaceutical medicinal and chemical preparations, articles and compounds (whether of animal, vegetable or mineral origin) dyes, cosmetics, paints, pigments, oils, varnishes, resins, and synthetic and man-made materials and fabrics of whatsoever nature.
 - (2a) To carry on the business of magazines, periodicals, and journal proprietors, press agents, news agents, publishers, book sellers, book-binders, wholesalers and retail stationers fancy goods and leather goods dealers, and account book manufacturers.
 - (2b) To carry on all or any of the businesses of entertainment promoters, sports promoters, artistes' manager and artistes' personal representatives in all or any spheres of entertainment and sports.
 - (3) To carry on the business of advertising in all its branches by writing notices, signs, neon signs, display sound, radio, recording, broadcast or any other method whether as principal agents or contractor.

- (4) To carry on the following businesses, namely iron masters, steel makers, iron and steel converters, smelters, iron founders, importers, exporters and manufacturers of and dealers in ores, metals, chemicals, fertilisers and other preparations, processes and articles, merchants, warehousemen, ship or boat builders, wharfingers, storekeepers, charterers of ships and other vessels, lightermen, stevedores, ship chandlers, agents, brokers, forwarding agents, bonded carmen and common carmen and contractors and caterers of all types of food, drinks and amusement, restaurant keepers, wine and spirit merchants or any other trade or business and or that of importers, exporters or any other trade or business and or that of importers, exporters of and traders and dealers in chemicals, fertilisers, farm equipments, cement, coal, charcoal, hardware, machinery, cutlery, glassware, earthenware, crockery, cloth, soft goods, provisions, liquors, tobacco, cigars, cigarettes and goods, wares, merchandise and manufactured goods and articles of all kinds and descriptions and as suppliers, outfitters, merchants, storekeepers, commission and insurance agents or whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or any auxiliary to the general business of the Company.
- (5) To carry on the business of manufacturers, importers, exporters, wholesalers and retailers, buyers and sellers in poultry feeds, millers, cocoa mass, cake, chocolate and confectionery, cocoa butter, cocoa powder and any other cocoa products, grain and seed merchants, manufacturers of poultry and cattle food and feeding and fattening, preparations of every description, makers and manufacturers of artificial manures and fertilisers of every description, seed crushers and manufacturers of linseed, cotton, cocoa butter, oil palm, coconut and other cake oils, extractors by crushing chemical or otherwise hay, straw and fodder merchants, manufacturing chemist and druggists.
- (6) To purchase, carry on, run the business of timber merchants, timber concessions, timber growers and sawmill proprietors and to buy, sell, grow, manipulate, export and deal in timber and wood of all kinds, furniture and articles of all kinds in the manufacture of which timber or wood is used and also the business of foresters, charcoal burners and charcoal dealers.
- (7) To undertake or direct or provide advisory and consultancy services to the management of the property, lands and estates of any tenure or kind, of any persons, whether members of the Company or not, in the capacity of stewards or receivers or advisors or consultants otherwise.
- (8) To purchase and sell or otherwise deal in on behalf of any persons freehold or other house property, buildings or lands or any other interest or interests therein, and to transact or commission or otherwise the general business of land, house and real estate agents.
- (9) To carry on the business of manufacturers of bricks, tiles, cement and asbestos products, pipes, pottery, earthenware, china and terra cotta and ceramic ware of all kinds and also to carry on the business of paviours and manufacturers of and dealers in artificial stones, whether for building, paving or other purposes.
- (10) To carry on the business of iron founders, and manufacturers of implements and other machinery tool-makers, brass founders, metal workers, boflermakers, mill wrights, machinists, iron and steel converters, smiths, locksmiths, wood workers, builders, painters, metallurgists, gas makers, printers, carriers and merchants and to buy, sell, import, export, manufacture, repair, alter, convert, let on hire and deal in machinery, implements and hardware of all kinds and other provisions and things capable of being used in connection with building or metallurgical operation and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the property and rights of the Company.

- (11) To purchase, take on lease or sublease or in exchange or otherwise acquire (with or without the surface) any mines, mining ground and minerals, and any mining or water rights, grants, concessions and easements and any lands or other property necessary or convenient for the advantageous possession and use of the Company with any mines or works for the time being owned or worked by the Company in any part of the world.
- (12) To raise, crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, separate and prepare for market, ores, metals and mineral substances of all kinds, and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects and to buy, sell, manufacture and deal in minerals of all kinds.
- (13) To prospect for, search for, open, work, explore, develop and maintain tin, scheelite, wolfram, gold, silver, copper, precious stones, coal, iron, bitumen, petroleum, asphalt and all other mines, mineral and other rights, properties and works, and to carry on and conduct the business of dredging for tin and other ores, raising, crushing, washing, smelting, reducing and amalgamating ores, metals and minerals and to render the same merchantable and fit for use.
- (14) To buy, sell, lease or otherwise acquire the rights of search and other rights respecting the same or any or either of them.
- (15) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and preparation of any other minerals which may be usefully or conveniently combined with the business of the Company or any contracts undertaken by the Company and either for the purpose only of such contracts or as an independent business.
- (16) To buy, sell, manufacture and deal in minerals and mineral substances, plant, machinery, implements, conveniences, provisions and things capable of being used in connection with bituminous, mineralogical or metallurgical operations or required by workmen and others employed by the Company.
- (17) To carry on the business of mine owners, quarry owners, brick-makers, builders, contractors, merchants, importers and exporters, wharfingers, carriers, warehousemen, storekeepers, agents, and general merchants, and to buy and sell and deal in every commodity, substance and product.
- (18) To make, build, construct, provide, maintain, improve, carry on, use and work in any part of the world, roads, ways, railways, tramways, telegraph lines, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, pipe lines, furnaces, gas works, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats and other works and buildings which may be deemed expedient for the purpose of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using and working the same.
- (19) To acquire by purchase or otherwise for the business of the Company any manufactories, buildings, mills, plant, engines, machinery or other things, and to erect and maintain or reconstruct and adapt manufactories, buildings, mills, plant, engines, machinery and other things found necessary or convenient for the purpose of the Company.

- (20) To employ and pay expert agents and other persons, partnerships, companies or corporations, and to organise, equip and despatch expeditions for prospecting, exploring and reporting on, surveying, working and developing lands, farms, districts, territories and properties in any part of the world, whether the same are the property of the Company or otherwise, and to colonize and assist in the colonization of the said lands, farms, districts, territories and properties, and to make advances to and pay for or contribute to the expenses of and otherwise assist any person or Company prospecting, acquiring, settling, farming, building on, mining or otherwise developing the said lands, farms, districts, territories and properties, of desirous of so doing.
- (21) To clear, drain, reclaim, plant, replant, graze, farm, cultivate, maintain, build upon, render accessible and otherwise improve or develop any lands or hereditaments and to mine, work, win, get, render merchantable, turn to account and deal with any substances in or under or near to any land of the Company, and timber on such lands.
- (22) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (23) To purchase, take on lease or in exchange, hire or otherwise acquire any property real or personal, immovable or movable and any rights or privileges which the Company may think necessary or convenient for the purpose of its business or may enhance the value of any other property of the Company and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (24) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, churches, chapels, schools, mills, shops, machinery, engines, roads, ways, tramways, railways; branches or sidings, bridges, reservoirs, water-courses, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interest of the Company, and to join with any other person or company in doing any of these things.
- (25) To apply for, purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d' invention, trade marks, designs, licences, concessions, and the like conferring any exclusive or nonexclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired and to expand money in experimenting upon testing or improving any such patents, invention or rights.
- (26) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (27) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

- (28) To improve, manage, develop, grant rights or privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company.
- (29) To vest any property, real or personal, immovable or movable rights or interest acquired by or belonging to Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (30) To subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (31) To invest and deal with the moneys of the Company not immediately required in any manner.
- (32) To lend and advance money or give credit to any person or company, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company, to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company, to mortgage, pledge, charge or encumber in any way its lands, properties or assets for the purpose of securing repayment of loans made to any person or company by any person or company, and otherwise to assist any person or company.
- (33) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.
- (34) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (35) To apply for, promote and obtain the passing of any Ordinance or Enactment, charter, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence or other authority for enabling the Company to carry on any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the Company 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 interest of the Company.
- (36) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise or any person or company that may seem conducive to the objects of the Company or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, licences and concessions which the company may think desirable to obtain and to carry out, exercise and comply therewith.

- (37) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- (38) To pay for any land or rights or other property acquired by the Company and to remunerate any person or Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (39) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to, and persons who are or were at any time in the employment of services of the Company, or of any Company which is a subsidiary of the Company, or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other Company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.
- (40) To procure the Company to be registered or recognised in any part of the world outside Malaysia.
- (41) To establish or promote or concur in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem calculated directly or indirectly to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other Company.
- (42) To sell, lease, mortgage or otherwise dispose of the land and other property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, stock, debentures or other securities of any other Company whether or not having objects altogether or in part similar to those of the Company.
- (43) To act as agents or brokers and as trustees for any person or Company and to undertake and perform sub-contractors and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or jointly with other, and either by or through agents, sub-contractors, trustees or otherwise.
- (44) To promote any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem calculated directly or indirectly to benefit this Company.
- (45) To apply for and obtain any provisional orders of any Government Departments or Ministry for any of the purposes within the objects of the Company.

- (46) To insure with any Company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.
- (47) To distribute any of the property of the Company in specie among the members.
- (48) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (49) To purchase its own shares, subject to, and in accordance with the Companies Act, 1965, the rules, regulations and orders made pursuant thereto and the requirements of the Kuala Lumpur Stock Exchange and any other relevant authorities. Where the Company has purchased its own shares in the manner aforesaid, the Directors may, if the applicable laws for the time being in force so allow :-
 - (a) cancel the shares so purchased;
 - (b) retain the shares so purchased in treasury as treasury shares;
 - (c) retain part of the shares so purchased as treasury shares and cancel the remainder; or
 - (d) deal with the shares so purchased in a manner as may from time to time be prescribed and allowed by law.

Where the shares so purchased or any part thereof is retained as treasury shares, the Directors may at any time subject to the provisions of all applicable laws for the time being in force :-

- (a) distribute the treasury shares as dividends to the Members in a manner as may be allowed by law;
- (b) resell the treasury shares on the Exchange in accordance with the relevant rules of the Exchange; or
- (c) deal with the treasury shares in a manner as may from time to time be prescribed and allowed by law.

The rights attached to shares held as treasury shares shall be suspended and the treasury shares shall not be taken into account in calculating the number or percentage of shares or of a class of shares in the Company for any purposes.

- (50) To make donations for patriotic or for charitable purposes.
- (51) To transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.
- (52) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that: -

- (i) the word "Company" in this clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporate or unincorporate and whether domiciled in Malaysia or elsewhere and
 - (ii) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expresses in such paragraphs) by reference to or inference from the terms of any other paragraphs (or 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 and distinct Company.
4. The liability of the members is limited.
5. The capital of the Company is RM250,000,000.00 (Ringgit Malaysia Two Hundred and Fifty Million Only) divided into 500,000,000 (Five Hundred Million) shares of RM0.50 (Sen Fifty) each, with power to increase or reduce its capital and the shares in the original or increased or reduced capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance to 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.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
SOH SOON CHEONG, 24, Jalan Tengku Kelana, Kelang, Selangor I.C. No: 7773307	Bank Officer ONE
YIT KANG SANG 49, Jalan Bukit Kuda, Kelang, Selangor I.C. No: 4546708	Clerical Officer ONE

Dated this 19th day of March 1975.

Witness to the above signatures:-

ONG HANG @ WONG PHANG,
Secretary
Room 906, 9th Floor,
Lee Yan Lian Building,
Jalan Tun Perak,
Kuala Lumpur 01 -21.

THE COMPANIES ACT, 1965
MALAYSIA
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
HAI-O ENTERPRISE BHD (22544-D)

TABLE 'A' EXCLUDED

1. **Table A excluded.** 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. **Interpretation.** In these Articles if not inconsistent with the subject or context:-
 - (a) "the Act" means the Companies Act, 1965 of Malaysia and any statutory modifications or re-enactment thereof.
 - (b) "Authorised Nominee" means a person who is authorised to act as nominee as specified under the Rules.
 - (c) "the Board" means the board of directors for the time being of the Company.
 - (d) "Books Closing Date" means the specified time and date set by the Company for the purpose of determining persons entitled to dividends, interests or new securities or rights to a priority of application for issues of securities.
 - (e) "Central Depositories Act" means the Securities Industry (Central Depositories) Act 1991 and every modification, amendment or re-enactment for the time being in force.
 - (f) "the Company" means **HAI-O ENTERPRISE BHD (22544-D)**
 - (g) "Depositor" means a holder of a Securities Account.
 - (h) "Deposited Security" means a security in the Company standing to the credit of a Securities Account of Depositor subject to the provisions of the Central Depositories Act and the Rules.
 - (i) "Depository" means Bursa Malaysia Depository Sdn Bhd.
 - (j) "the directors" means the directors for the time being of the Company and includes alternate directors.

- (k) "the Exchange" means Bursa Malaysia Securities Berhad.
- (l) Exempt Authorised Nominee – An authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 which is exempted from compliance with the provisions of subsection 25A(1) of the Securities Industry (Central Depositories) Act 1991.
- (m) "holder" means, in relation to securities in the Company, any person/persons whose names appear on the Register and any Depositor whose names appear on the Record of Depositors but shall exclude the Depository or its nominee company in whose name the Deposited Security is registered. 'Holding of shares in the Company' and 'shareholder of the Company' and any other similar expressions shall have the corresponding meanings.
- (n) "market day" means a day on which the stock market of the Exchange is open for trading in securities.
- (o) "member/members" means any person/persons for the time being holding shares in the Company including Depositors whose names appear on the Record of Depositors but shall exclude the Depository or its nominee company in whose name the Deposited Security is registered.
- (p) "Office" means the registered office for the time being of the Company.
- (q) "Prescribed Security" means a security which has been prescribed by the Exchange to be deposited with the Depository in accordance with Section 14 of the Securities Industry (Central Depositories) Act.
- (r) "Record of Depositors" means a record provided by the Depository to the Company or its registrar or its issuing house pursuant to an application under Chapter 24 of the Rules.
- (s) "Requirements" means the Listing Requirements of the Exchange including any amendments thereto that may be made from time to time.
- (t) "Rules" means shall have the meaning given in Section 2 of the Central Depositories Act including any amendments that may be made from time to time.
- (u) "Seal" means the Common Seal of the Company.
- (v) "Secretary" means any person or persons appointed to perform the duties of a secretary of the Company and shall include an assistant or deputy secretary.
- (w) "Securities" means debenture, note, stock and share in the Company and includes any right or option in respect thereof and any interest as defined in section 84 of the Act and any interest in a unit trust scheme.
- (x) "Securities Account" means an account established by the Depository for a Depositor for the recording of deposit of securities and for dealing in such securities by the Depositor as permitted under the Central Depositories Act and/or the Rules.
- (y) "shares" means shares in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.
- (z) "the share seal" means the share seal of the Company.
- (aa) "Register" means the Register of Members to be kept pursuant to Section 158 of the Act, including the Record of Depositors.

Reference to "in writing" or "written" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include a corporation.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, 1967 as amended from time to time and any re-enactment thereof.

The headings are inserted for convenience only and shall not affect the construction of these Articles.

Reference to "these Articles" means these Articles of Association as originally framed or as from time to time altered by special resolution Provided that any amendment, deletion or addition to any of these Articles shall be subject to the prior written approval of the Exchange.

- 2(A). **Compliance with Central Depositories Act and the Rules.** Notwithstanding these Articles, the Company shall comply with the provisions of the Central Depositories Act and the Rules in respect of all matters relating to the prescribed securities.

SHARE CAPITAL

3. **Authorised capital.** The authorised share capital of the Company is RM250,000,000.00 (Ringgit Malaysia Two Hundred and Fifty Million Only) comprising 500,000,000 (Five Hundred Million) shares of RM0.50 (Sen Fifty) each.
4. **Allotment of Shares.** Subject to the prior approval of the members of the Company in general meeting and to the provisions of 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 person or 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 provision 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) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles;
 - (d) every issue of shares or options to employees and/or directors shall be approved by the members in general meeting and no director shall participate in such issue of shares or options unless the members in general meeting have approved of the specific allotment to be made to such director;
 - (e) The Company must ensure that all new issues of securities for which listing is sought are made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with these Requirements. For this purpose, the Company must notify the Depository of the names of the allottees and all such particulars required by the Depository to make the appropriate entries in the Securities Accounts of such allottee.
 - (f) However, the Company must not cause or authorise the Registrar to cause the Securities Accounts of the allottees to be credited with the additional shares of the Company until after it has filed with the Exchange an application for admission of such additional shares and has been notified by the Exchange that they have been authorised for listing.

5. **Preference Shares etc.** Without prejudice to any special rights previously conferred on the holders of any share or class of shares already issued, but subject to the Act and these Articles any shares in the Company (whether forming part of the original capital or not) may be issued or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine provided that:-
- (a) Deleted
 - (b) the holders of preference shares shall have the same rights as the holders of ordinary shares as regards receiving notices, reports and accounts and attending general meetings of the Company but shall only have the right to vote at any meeting convened for the purpose of reducing the capital, or winding up, or disposing of the whole of the Company's property, business and undertaking or where the proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividend on such shares is in arrears for more than six months; and
 - (c) the Company shall not unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 20 hereof issue further preference capital ranking in priority above preference shares already issued but may issue preference shares ranking equally therewith.

Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

6. **Company may purchase own shares.** Notwithstanding these Articles or any part thereof, the Company may, subject to, and in accordance with the Act and the requirements of the Exchange and any other relevant authorities, from time to time, by resolution purchase its own shares. Any shares in the Company so purchased by the Company shall be dealt with in accordance with the Act, the rules, regulations and orders made pursuant to the Act and the guidelines issued by the Exchange and/or any other relevant authorities, from time to time.
7. **Power to pay certain commissions.** In addition to all other powers of paying commissions, the Company (or the Board on behalf of the Company) may exercise the powers conferred by Section 58 of the Act of applying its shares or capital moneys in 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 rate per cent or 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 thereto. The Company (or the Board on behalf of the Company) may also on any issue of the shares pay such brokerage as may be lawful.
8. **Power to pay interest out of capital in certain cases.** Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a 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, and may charge the same to capital as part of the cost of construction of the works, buildings or plant.

9. **Company to observe all laws relating to allotment of shares.** The Company shall duly observe and comply with the provisions of the Act, the Central Depositories Act and these Articles applicable to any allotment of its shares.
10. **Trust not to be recognised.** Except as required by law 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 otherwise expressly provided or as required by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
11. **Call deemed to be installment.** If, by the condition of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share, or his legal personal representatives and the word "call" whenever used in these Articles shall be deemed to include an installment.
12. **When members rights exercisable.** Subject to the Central Depositories Act and the Rules, no person shall exercise any rights of a member until his name shall have been entered in the Register or the Record of Depositors and he shall have paid all calls and other moneys for the time being due and payable on any share held by him whether alone or jointly with any other person.

DISPOSAL OF SHARES OF MEMBERS WHOSE WHEREABOUTS UNKNOWN

13. **Advertisement of intention to transfer shares of members whose whereabouts unknown.** Where by the exercise of reasonable diligence the Company is unable to discover the whereabouts of a member for a period of not less than ten (10) years the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register or the Record of Depositors as the address of the member stating that the Company after expiration of one (1) month from the date of the advertisement intends to transfer the shares to the Minister charged with responsibility for finance.
14. **Transfer to Minister charged with responsibility for finance.** If after the expiration of one (1) month from the date of the advertisement the whereabouts of the member remains unknown, the Company may transfer the shares held by the member in the Company to the Minister charged with responsibility for finance and for the purpose may execute for and on behalf of the owner a transfer of those shares to the Minister charged with responsibility for finance.

CERTIFICATE/NOTICE OF ALLOTMENT OF SECURITIES

- 15.(1) **Issue of Securities.** Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company must ensure that all new issues of securities for which listing is sought are made by way of crediting the securities accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with these requirements. For this purpose, the Company must notify the Depository of the names of the allottees and all such particulars required by the Depository, to enable the Depository to make the appropriate entries in the securities accounts of such allottees.
- (2) The share certificates shall be registered in the name of the Depository by the Company for the purpose of crediting such securities to the securities accounts of the allottees.

- 15(A). **Issue of notice of allotment of securities:** The Company must allot and/or issue securities, despatch notices of allotment to the allottees and make an application for the quotation of such securities within such period as may be prescribed under the Requirements and deliver to the Depository, the appropriate certificates in such denomination as may be specified by the Depository registered in the name of the Depository or its nominee company.
16. **Certificate to bear signature and seal.** Every certificate issued shall be under the share seal or the Seal of the Company and bear signatures or the autographic signatures at least two directors or one director and the Secretary or such other person as may be authorised by the directors and shall specify the shares to which it relates and the amount paid up thereon. Such signatures may be reproduced by mechanical or other means.
- 16(A). **Sealing of Share Certificates.** Every share certificate shall be sealed in accordance with these Article and Section 100 of the Act and shall comply with the requirements of these Articles, Section 100 of the Act and the Requirements.
17. **No Obligation to Issue Share Certificate.** Nothing in these Articles shall require the Company to issue under seal, its duplicate common seal or its official seal for use outside Malaysia any certificate or other instrument, other than a share certificate, which is not required to be issued by law.

DEPOSITOR

18. **Depositor.** A Depositor whose name appears in the Record of Depositors maintained by the Depository pursuant to Section 34 of the Central Depositories Act in respect of the securities of a Company which have been deposited with the Depository shall be deemed to be a member, debenture holder, interest holder or option holder as the case may be, of the Company and shall, subject to the provisions of the Central Depositories Act and any regulations made thereunder, be entitled to the number of securities stated in the Record of Depositors and all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such securities (whether conferred or imposed by the Act).
- 18(A). **Inspection of the Record of Depositors.** The Record of Depositors obtained by the Company shall be available for inspection by any member of the Company (including the Depositor) without any charge and by any person, on payment of One Ringgit (RM1.00) or such lesser sum as the Company may require, in respect of such inspection.

CALL ON SHARES

19. **Call.** The directors may subject to the provisions of these Articles from time to time make such calls upon the members as the directors may think fit in respect of the monies 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 (installments). 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 seven (7) clear days notice specifying the time or times and place of payment. A call may be revoked or the time for its payment may be postponed by the directors. A call shall be deemed to have been made at the time when the resolution of the directors authorising such call was passed.

20. **Liability of members for calls.** Subject to any special conditions on which any shares have been issued, any call may be made payable either in one sum or by installments 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.
21. Not Used
22. **Arrangement for difference in amounts and time of calls.** 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 the time of payment of such calls.
23. **Nature of call and non-payment thereof.** Any sum which by the terms of issue of a share is made payable upon allotment or 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.
24. **Interest on calls.** 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 on the sum 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 the directors may waive payment of such interest in whole or in part.
25. **Payment of Calls in advance.** 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 twelve per cent (12%) per annum, as may be agreed between the member paying the sum in advance and the directors. Any capital paid on shares 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.

LIEN

26. **Company to have paramount lien.** The Company shall have a first and paramount lien on every share (not being fully paid share) for all money called or payable at a fixed time (including interest on late payment of such money) 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 for all moneys payable by him or his estate, to the Company, but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon and to such amounts as the Company may be called upon by law to pay in respect of the shares of the member or deceased member.

27. **Enforcement of lien.** The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days 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 his death or bankruptcy.
28. **Transfer on sale.** To give effect to any such sale, the directors may authorise any director or the Secretary to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as a holder of the shares comprised in such transfer.
29. **Remedy for Wrongful Transfer.** No purchaser shall be bound or concerned to enquire into the application of the purchase money or the regularity of the sale, but the remedy, if any, of any one injured by a sale wrongfully made in purported exercise of such power of sale shall be damages against the Company only.
30. **Application of proceeds of sale.** The proceeds of any such sale after payment of the amount of interests and 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, 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 at the date of the sale or his executors, administrators or assignees or as he directs.

INFORMATION OF SHAREHOLDING

- 30.(A)(1) **Information of Shareholding.** The Company may by notice in writing require any member of the Company within such reasonable time as is specified in the notice :
- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner, Authorised Nominee or as a trustee; and
 - (b) if he holds them as trustee or Authorised Nominee, to indicate so far as he can, the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.
- (2) Where the Company is informed in pursuance of a notice given to any person under sub-section (1) hereof or under this sub-section that any person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice :
- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner, Authorised Nominee or as a trustee; and
 - (b) if he holds them as trustee or Authorised Nominee, to indicate so far as he can, the persons for whom he holds it by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.
- (3) The Company may by notice in writing require a member of the Company to inform it, within such reasonable time as is specified in the notice, whether any voting rights carried by any voting shares in the Company held by him are the subject of an agreement or arrangement under which another person is entitled to control his exercise of those rights and if so, to give particulars of the agreement or arrangement and the parties to it.

TRANSFER AND TRANSMISSION OF SHARES

31. **Transfer of securities by way of book entries.** The transfer of any securities or class of securities of the Company which have been deposited with the Depository should be by way of book entry by the Depository in accordance with the Rules and notwithstanding Sections 103 and 104 of the Act but subject to sub-section 107C(2) of the Act and any exemption that may be made from compliance with sub-section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such securities. However, such transfer shall not apply to a transfer of securities to a Depository or its nominee company.
32. **Execution of Transfer.** Subject to these Articles, the Act, the Central Depositories Act and the Rules (with respect to transfer of deposited security), the instrument of transfer shall be executed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain the holder of the share until the transferee's name is entered in the Register as the holder of that share and/or the Record of Depositors as the case may be, in respect thereof. All transfer of deposited securities shall be effected in accordance with the Act, the Central Depositories Act and the Rules.
- 32A. **Registration of non deposited securities.** For the purpose of registration of transfer of shares that are not deposited securities, every instrument of transfer shall be left at the office of the Company's registrar for registration, together with the certificate of the shares proposed to be transferred and the Company shall be furnished with such evidence as the Board may require of the title of the transferor or his right to transfer the shares and thereupon, and upon payment of the proper fee, the transferee shall, subject to the foregoing regulations, be registered as a member in respect of such shares. The Board may waive the production of a certificate upon evidence satisfactory to them of its loss or destruction, and on such indemnity being given, whether with or without security, and on such terms as the Board shall deem adequate, but the transferor shall pay to the Company any expenses incurred in connection with the proof of such loss or in investigating the title to the shares or in connection with such indemnity. Provided always that where an indemnity has been provided by a member company of the Exchange in respect of a certificate that has been lost or destroyed, the Board shall not require a bond to be furnished.
33. **No transfer to infant etc.** Subject to the Central Depositories Act and the Rules, no share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.
34. **Register of transfers.** The Company shall maintain a book called "Register of Transfers" which shall be kept by the Secretary or such other person authorised by the directors. Particulars of the transfer or transmission of every share shall be entered into the Register of Transfers.
- 35(1) **Refusal to register transfer.**
- (a) Subject to these Articles, the Act, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the Directors may in their absolute discretion and without assigning any reason thereof, decline to register any transfer of shares which are not deposited with the Depository. The registration of any transfer shall be suspended when the register of transfer is closed under Article 36. In accordance with the provisions of any written law, the Directors may refuse to register the transfer of any share if in their opinion such transfer when registered will result in Foreigners having an interest in the aggregate more than the limit allowed under the Act, the Central Depositories Act and the Rules.

- (b) No share shall be transferred to any partnership or unincorporated association.
- (c) The Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.

(2) **Cases of Refusal.**

- (a) Subject to the provisions of the Act, the Central Depositories Act and the Rules, all dealings in respect of deposited securities shall only be effected by the beneficial owners of such deposited securities or an Authorised Nominee, as the case may be.
 - (b) A Depositor shall not withdraw the securities which have been deposited with a Depository except in such manner as may be specified in the Rules.
- (3) The directors shall decline to recognise an instrument of transfer where the directors are aware or have reason to believe that the registration of such transfer would result in a contravention of or failure to comply with any provisions of the laws of Malaysia.
- (4) The Depository may (before registering any transfer tendered for registration) give the registered holder notice in writing sent by ordinary post that such instrument of transfer has been lodged and unless such holder objects, the transfer will be registered. If such holder does not lodge an objection in writing at the office within seven (7) days from the posting of such notice to him, he shall be deemed to have accepted the validity of the transfer.

36. **Suspension of registration.** The Register shall be closed for such periods as the Directors may from time to time determine but such registers shall not be closed for more than thirty (30) days in any year. The Company shall before it closes such registers :-

- (1) give notice of such intended closure (in the case of the Register) in accordance with Section 160 of the Act;
- (2) give notice of such intended closure to the Exchange at least twelve (12) market days or such other notice period as may be from time to time be specified by the Exchange, before the intended date of such closure including in such notice, such date, the reason for such closure and the address of the share registry at which documents will be accepted for registration;
- (3) publish in a daily newspaper circulating in Malaysia, a notice of such intended closure including the information to be included in the notice referred to in Article 36 (2).

At least three (3) market days prior notice or such other notice period as may from time to time be specified by the Depository, shall be given to the Depository to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of corporate actions, at least seven (7) market days prior notice or such other notice period as may from time to time be specified by the Exchange, shall be given to the Depository.

37. **Registration of probate etc.** There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title of any shares, such fee, not exceeding Ringgit Malaysia Three (RM3/-) as the directors may from time to time require or prescribe.

38. **Renunciation of allotment.** Nothing in these Articles shall preclude the directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

39. **Transmission on death of member.** In the case of death of a member, the legal personal representatives of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased shareholder from any liability in respect of any share which had been held by him.
- 39(A). **Transmission of securities from Foreign Register.**
- (1) Where :-
- (a) the securities of the Company are listed on another stock exchange; and
- (b) the Company is exempted from compliance with section 14 of the Central Depository 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 to 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.
- (2) Deleted
40. **Registration of person becoming entitled on death, bankruptcy and insolvency.** Any person becoming entitled to shares 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 shares 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 share by that member before his death or bankruptcy. Before recognising any executor or administrator, the directors may require him to take out probate or letters of administration as evidence. Provided that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled. If any 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. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares 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 PROVIDED THAT where the share is a Deposited Security and the person becoming entitled elects to have such shares transferred to him, the aforesaid notice must be served by him on the Depository.
41. **Persons entitled may receive dividends before registration.** 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, subject to **Article 91(2)** of these Articles, 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 a member in respect of the shares.
42. **Indemnity against wrongful transfer.** Neither the Company nor the directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties or registered by the Depository, 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 in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee of the particulars of the shares transferred, or otherwise in defective manner. And 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 shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

FORFEITURE AND SURRENDER OF SHARES

43. **Notice of intended forfeiture.** If any member fails to pay the whole or any part of any call on the day 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 and expenses which may have accrued by reason of such non-payment.
44. **Particulars to be set out in notice.** 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.
45. **Forfeiture to be by resolution of directors on non-compliance.** 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 the surrender of any share liable to be forfeited hereunder.
- 46.(1) **Shares forfeited belong to Company and application of proceeds of sale.** Every share so forfeited or surrendered shall become the property of the Company and may be re-sold, 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 the directors may if necessary, authorise some person to transfer the same to such person as aforesaid. The net proceeds of any such sale shall be applied in or towards satisfaction of the unpaid calls and accrued interest and expenses, and the residue (if any) shall be paid to the person whose shares have been forfeited or his executors, administrators or assignees or as he directs.
- (2) **Annulment of forfeiture.** At any time before a sale, re-allotment or disposition the forfeiture or surrender may be canceled or annulled on such terms as the directors think fit.
47. **Calls and expenses recoverable after forfeiture.** 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, remain liable to pay to the Company all moneys which, at the date of forfeiture or surrender were payable by him to the Company in respect of the shares (together with interest at the rate of twelve per cent (12%) per annum from the date of forfeiture or surrender on the money for the time being unpaid if the directors think it fit to enforce payment of such interest) as if the shares have not been forfeited or surrendered but his liability shall cease if and when the Company receives payment in full of all such moneys in respect of the shares.

48. **Consequence of forfeiture.** The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share between the holder whose share is forfeited and the Company except only such of those rights and liabilities as are by these Articles expressly saved or as are by the Act given or imposed in the case of part members.
49. **Statutory declaration to be conclusive evidence of fact of forfeiture.** 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 on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares. 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 to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or other disposal of the share. The directors may authorise any person to execute a transfer of any shares sold to the purchaser.
50. **Forfeiture in case of non-payment of monies.** The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the shares or by way of a premium, as if the same had been payable by virtue of a call duly made and notified.
51. **Notice of forfeiture to be given and entered in the Register.** When any share has been forfeited in accordance with these Articles notice of the forfeiture shall, within fourteen (14) days from the date of forfeiture thereof, be given to the holder of the share or to the person entitled to the share by reason of the death or bankruptcy as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the Register or the Record of Depositors, as appropriate, opposite to the share but the provisions of this Article are directory only and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make entry as aforesaid.

ALTERATION OF CAPITAL

- 52.(1) **Consolidation, subdivision and cancellation of shares.** 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 and Articles 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 up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so canceled.
- (2) **Reduction of share capital.** 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.
- (3) **Reduction in accordance with Act etc.** Anything done in pursuance of the two preceding paragraphs of this Article shall be done in a manner provided and subject to any conditions imposed by the Act, so far as they shall be applicable, and so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and so far as such resolution shall not be applicable, in such manner as the directors shall deem most expedient.

INCREASE OF CAPITAL

53. **Power to increase capital.** 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 paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount 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 and if no direction is given, the directors shall determine, and in particular, such new shares may be issued with a preferential or qualified rights as to dividends and in the distribution of the assets of the Company and with a special or restricted or without any right of voting.
54. **When new shares to be offered to existing members.** Subject to any direction to the contrary that may be given by the Company in general meetings, any original shares or other convertible securities for the time being unissued and not allotted and any new shares or other convertible securities from time to time to be created 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 or securities) cannot, in the opinion of the directors, be conveniently offered under this Article.
55. **Waiver from the Exchange for the approval of general meeting for issue of shares.** Notwithstanding Article 54 hereof, the Company may apply to the Exchange for waiver of the convening of an extraordinary general meeting to obtain shareholders' approval for further issues of shares (other than by way of bonus or rights issue) where:-
- (a) the aggregate of the shares issued in any one financial year (other than by way of bonus or rights issue) does not exceed ten per cent (10%) of the issued share capital of the Company; and

- (b) in accordance with Section 132D of the Act, there is still in effect a resolution approving the issuance of shares by the Company.

56. **New shares subject to same provisions as original shares.** Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company. All new shares shall be subject to the provisions herein contained with reference to allotments, the payment of calls and installments, transmissions, forfeiture, lien or otherwise and shall also be subject to the Rules.

MODIFICATIONS OF CLASS RIGHTS

57. **Modification of class rights.** If at any time the share capital is divided into different classes of shares, the right 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 in any manner and preference capital other than redeemable preference may be repaid, with the sanction of a special resolution passed at a separate general meeting of the holders of that class 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 shares concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy **one-tenth** of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.
58. **No variation in certain cases.** 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 pari passu therewith.

CONVERSION OF SHARES INTO STOCKS

59. **Conversion of share into stock.** The Company may by ordinary resolution convert any paid up shares into stock, and reconvert any stock into paid up shares of any denomination.
60. **Transfer of stock.** When any shares have been converted into stock, the several the stockholders may transfer the same or any part thereof in such manner as the Company in general meeting shall direct, but in default of any such direction then 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 a Ringgit Malaysia 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.

61. **Rights of Stockholders.** 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 advantages, (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 advantages.
62. **Share to include stock.** 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".

GENERAL MEETINGS

63. **Annual General Meeting.** 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.
64. **Extraordinary General Meeting.** All general meetings other than annual general meetings shall be called extraordinary general meetings.
65. **General meeting time and place.** 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.
66. **Directors or requisitionists may convene general meeting.** 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 OF GENERAL MEETINGS

- 67(1). **Notice of meeting.** Subject to the agreements for shorter notice, at least fourteen (14) clear days' notice (which period shall include not less than ten (10) market days) before the meeting or at least twenty one (21) clear days notice before the meeting where a special resolution is proposed or where it is an annual general meeting, shall be given to all members (other than those who under the provisions of these Articles or the terms of issue of the shares held by them are not entitled to receive notices of general meetings of the Company) and to the auditors for the time being of the Company. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business shall also specify the general nature of that business and shall be

accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' (which period shall include not less than ten (10) market days) notice or at least twenty one (21) clear days notice before the meeting where a special resolution is proposed or where it is an annual general meeting, of every such meeting shall also be given by advertisement in at least one nationally circulated Bahasa Malaysia or English daily newspaper and in writing to the Exchange.

67(2)(a) The Company shall request the Depository in accordance with the Rules, to prepare a Record of Depositors to whom notices of general meetings shall be given by the Company.

(b) The Company shall also request the Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days before the general meeting (hereinafter referred to as "the General Meeting Record of Depositors").

67(2)(A) **Entitlement of a Depositor.** Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations, 1996 (where applicable) and notwithstanding any provision in the Act, 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.

68. **Notice to state member can appoint proxy.** In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him.

69. **Omission to give notice.** The accidental omission to give notice of any meeting to or the non-receipt of the notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or proceedings held at any such meeting.

70. **Meeting by shorter notice deemed duly called.** A meeting shall, notwithstanding that it is called by notice shorter than is required by Article 67 be deemed to be duly called if it is so agreed:-

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; or
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority which together holds not less than ninety-five per centum in nominal value of the shares giving a right to attend and vote.

71. **Resolution with special notice.** 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 to be 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 of such resolution, in any manner allowed by the 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.

PROCEEDINGS AT GENERAL MEETINGS

72. **Special business and business of annual general meeting.** All business shall be deemed special that is transacted at any extraordinary general meeting and also all business that is transacted at an annual general meeting, with the exception of the receipts and consideration of the profit and loss account, the balance sheet and group account (if any) of the Company and the reports of the directors and auditors and other documents required to be annexed to the balance sheet, the declaration of dividends, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
73. **No business other than those of which notice has been given.** Subject always to the provisions of Section 151 of the Act no business shall be transacted at an extraordinary general meeting except business of which notice has been given in the notice convening the meeting and no business shall be transacted at an annual general meeting other than business of which notice has been given in accordance with Article 67, with the exception of the matters referred to in Article 72.
74. **Quorum and no business without quorum.** No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. For all purposes, 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.
75. **Adjourned meeting if no quorum.** 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 be a public holiday, then to the next business day following such 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 or members present at an adjourned meeting shall form a quorum.
76. **Chairman of General Meeting.** The Chairman of the Board, if any, or in his absence the Deputy Chairman of the Board, if any, shall preside as Chairman at every general meeting, but if there be no such Chairman or Deputy Chairman, or if neither of them be 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 be no director chosen who shall be willing to act, the members present in person or by proxy and entitled to vote shall choose one of their own number to act as Chairman at such meeting.
77. **Chairman may adjourn meeting and notice of adjournment to be given.** 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.

78. **Members' circular resolution.** A resolution in writing signed by all the members of the Company or their agents authorised in writing shall (except where a meeting is prescribed by the Act) be as valid and effectual as if it had been passed at a meeting of the members duly convened and held, and such resolution may consist of several documents in like form each signed by or on behalf of one or more members. In the case of a corporate body which is a member of the Company such resolution may be signed on its behalf by two of its directors or by any person (whether identified by name or by reference to the holding of any particular office) duly authorised by such corporate body by resolution of its directors or other governing body or by Power of Attorney to sign resolution on its behalf.
- 79.(1) **Members' notice to submit resolution.** Any member entitled to be present and vote at a meeting may submit any resolution to any general meeting provided that at least within the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time above mentioned shall be such that between the date on which the notice is served or deemed to be served and the day appointed for the meeting there shall be no less than seven (7) nor more than fourteen (14) intervening days.
- (2) **Members entitled to notice of resolution.** Upon receipt of any such notice as mentioned in paragraph (a) of this Article, the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include it in the notice of the meeting and shall in any other case issue as quickly as possible to members entitled to notice of the meeting notice that such resolution will be proposed.
- 80.(1) **Resolutions how carried.** 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 or by their proxies, 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, being a person entitled to vote;
 - (b) by at least two (2) members present in person or by proxy and entitled to vote;
 - (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, proportion or validity of the votes, recorded in favour of or against such resolution.
81. **Error in votes counting shall not vitiate result unless determine otherwise.** If any votes shall have been counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting or at any adjournment thereof and unless in the opinion of the Chairman at the meeting or any adjournment thereof as the case may be, it shall be of sufficient importance to vitiate the result of the voting.

82. **Poll.** If a poll is duly demanded 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 the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time before the poll is taken. 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 place and time fixed by him for the purpose of declaring the results of the poll.
83. **When poll should be taken.** Subject to Article 82 a poll demanded on any question shall be taken either at once or at such time and place as the Chairman directs not being more than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded. Notice must be given of a poll not taken immediately.
84. **Chairman to have casting vote.** 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 have a second or casting vote.
85. **Demand for poll not to prevent continuance of other business.** 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.

VOTE OF MEMBERS

86. **Members who are entitled to vote and to enjoy privilege of a member.** Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes 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. 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 shares in the Company have been paid.
87. **Voting on show of hands.** 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 or attorney shall have one vote and in the case of a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote for every share held by him.
88. **Voting of shares of different monetary denominations.** 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.
89. **Votes of Corporation.** 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.

90. Not Used

- 91.(1) **Votes of person of unsound mind.** 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 or by attorney 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.
- (2) **Votes by personal representatives.** The legal personal representative of a deceased member or the person entitled under the Articles 39 to 41 to any share in consequence of the death or bankruptcy of any member may vote at any general meeting in respect thereof in the same manner as if he was the registered holder of such shares provided that forty eight (48) hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the directors of his right to any share in consequence of the death or bankruptcy of any member unless the directors shall have previously admitted his right to vote in respect thereof.
92. **Objection to qualification of voter must be raised at meeting.** 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.
93. **Use of vote.** On a poll votes may be given either personally or by proxy or attorney and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
94. **Instrument appointing proxy to be in writing.** 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.
- 95.(1) **Proxy.** A proxy may but need not be a member of the Company. A member may appoint any person to be his proxy and he need not be an advocate, an approved company auditor or a person approved by the Registrar. There shall be no restriction as to the qualification of the proxy and a proxy so appointed to attend and vote at a meeting of the Company shall have the same rights as the member to speak at the meeting.
- (2) A member may appoint not more than two (2) proxies to attend and vote at the meeting and such member shall specify the proportion of his shareholdings to be represented by each proxy. Where a member appoints more than two (2) proxies, such appointment shall be invalid.
- (3) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (4) Where a member of the Company is an Authorised Nominee as defined under the Central Depositories Act, it may appoint one proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.
- (5) Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) 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.

96. **Instrument of proxy.** The instrument appointing a proxy whether for a specified meeting or otherwise shall be in the following form or in such other form as the directors may approve or in any particular case may accept:-

HAI-O ENTERPRISE BHD

Form of Proxy

I/We, _____, of _____,
being a member/members of the above-named Company, hereby appoint _____
of _____
or failing him, _____ of _____
as my/our proxy to vote for me/us on my/our behalf at the [annual or extraordinary, as the case may be] general meeting of the Company, to be held on the _____ day of _____ 20____, and at any adjournment thereof.

Signed this _____ day of _____, 20____

Witnessed by :

(Name, Occupation and address)

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

*Strike out whichever is not desired. [Unless otherwise instructed, the proxy may vote as he thinks fit.]

97. **Proxy to be deposited not less than 48 hours before meeting.** 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. A member not resident in Peninsular Malaysia, may by cable or other telegraphic communication appoint a proxy to vote for him at the meeting of the Company provided :
- (a) such cable or other telegraphic communication shall have been received at the Office not less than forty eight (48) hours before the time for the holding of the meeting or adjourned meeting as the case may be, at which the person named in such cable or other telegraphic communication proposes to vote, and
 - (b) the directors are satisfied as to the genuineness of such cable or other telegraphic communication.
98. **Proxy valid notwithstanding previous death or revocation.** A vote given in accordance with the terms of an instrument of proxy or attorney 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 (including a transfer pursuant to the Rules) 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 instruments is used.

DIRECTORS

99. Deleted
100. **Number of directors.** Until otherwise determined by the Company in general meeting the number of directors shall not be less than three (3) nor more than twenty (20) but in the event of any casual vacancy occurring and reducing the number of directors below the aforesaid minimum the continuing directors or director may act for the purpose of filling up such vacancy or vacancies or of summoning a general meeting of the Company.
101. **Directors' shareholding qualification.** The shareholding qualification for directors may be fixed by the Company in general meeting and until so fixed no shareholding qualification for director shall be required. All directors shall be entitled to receive notice of and to attend and speak at all general meetings of the Company.
- 102.(1) **Rotation and retirement of directors.** Subject always to Article 141 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 all directors shall retire from office once at least in each three (3) years but shall be eligible for reelection. A retiring director shall retain office until the close of the meeting at which he retires.
- (2) **Which directors to retire.** 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.
103. **Retiring directors eligible for re-election and notice of proposal to appoint directors.** 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 in writing of intention to propose his election signed by a member and a notice of his consent signed by himself 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 every candidate for election to the Board of directors shall be served on all members at least seven (7) days prior to the meeting at which the election is to take place.
104. **Filling of vacancy.** 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 or some other person is elected a director in place of the retiring director, the retiring director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a director, be deemed to have been re-elected. A retiring director shall be deemed to have offered himself for re-election unless he has given notice in writing to the Company that he is unwilling to be re-elected.
105. **Separate motion and vote for election of each director unless otherwise agreed.** 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.

106. **Number may be increased or decreased.** 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 go out of office.
- 107.(1) **Alternate director.** 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 of the Company. 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.
108. **Removal of director.** The Company may by ordinary resolution of which special notice has been given in accordance with Section 153 of the Act, 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.
109. **Appointment of directors by Board.** The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, 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 annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at that meeting.
110. **Directors' remuneration.** The fees of the 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 provides) 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 percentage of turnover;

- (c) fees payable to 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.

111.(1) **Directors entitled to reimbursements and remuneration for special services.** The directors shall be entitled to be reimbursed for all traveling 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 general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as directors.

(2) If by arrangement with the directors, any director shall perform or render any special duties or services outside his ordinary duties as a director in particular without limiting to the generality of the foregoing 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 directors may pay him special remuneration, in addition to his director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged Provided Always that extra remuneration payable to:-

- (a) a non executive director shall not be by a commission on or percentage of profits or turnover;
- (b) an executive director shall not include a commission on or percentage of turnover.

112. **Office of directors how vacated.** The office of director shall, ipso facto, be vacated:-

- (a) upon his attainment of the age of seventy (70) years;
- (b) if he ceases to be a director by virtue of the Act;
- (c) if he resigns his office by notice in writing under his hand sent to or left at the Office;
- (d) Deleted
- (e) if he is removed from his office of director by resolution of the Company in general meeting of which special notice has been given;
- (f) 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 during his term of office;
- (g) if he has a Receiving Order in Bankruptcy made against him or makes any arrangement or composition with his creditors generally during his term of office;
- (h) if he becomes prohibited from being a director by reason of any order made under the provisions of the Act or contravenes Section 130 of the Act.

POWERS AND DUTIES OF DIRECTORS

113. **Business of Company to be managed by directors.** The business of the Company shall be managed by the directors who may exercise all such powers of the Company, and do 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 or done by the Company in general meeting, subject nevertheless to these Articles, to the provisions of the Act, and to such regulations, being not inconsistent with these Articles, as may be prescribed 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.
114. **Transactions only with approval of general meeting.** The directors shall not without the prior approval of the Company in general meeting:-
- (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 the main undertaking or property of the Company;
 - (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.
- 115.(1) **Borrowing Powers.** The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its or its subsidiaries 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 PROVIDED ALWAYS that nothing contained in these Articles shall authorise the directors to borrow any money or mortgage or charge any of the Company's undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
- (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.
 - (3) If the directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.
 - (4) Subject to the Act, any debentures, debenture stock bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at the general meetings of the Company, appointment of directors and otherwise; and the same may be made assignable free from any equities between the Company and the person to whom the same may have been issued.

116. **Pension or superannuation fund.** 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 subsidiary 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 subsidiary company, or the wives, widows, families or dependents of any such persons. The directors may also procure the establishment and subsidy of or subscription and support to any institutions, association, 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.
117. **Power to appoint attorneys.** 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.
118. **Cheques.** 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.
119. **Directors contract with other companies.** 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 Sections 131 and 132E and all other relevant provisions of the Act and these Articles are complied with.
120. **Director may act himself or by his firm in professional capacity.** 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

121. **Minutes.** The directors shall cause minutes to be duly entered in books provided for the purpose:-
- (a) Of all appointments of officers.
 - (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.
 - (c) Of all resolutions and proceedings of general meetings and of meetings of the directors and Committees of directors.
 - (d) Of all orders made by the directors and any Committee of directors.

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 thereon stated.

122. **Register of directors, managers and secretaries.** 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 and shall from time to time notify the Registrar of any change in such register and of the date of such change in manner prescribed by that section.

PROCEEDINGS OF DIRECTORS

123. **Directors meeting.** The directors may meet together for the despatch of business at such time and place, adjourn and otherwise regulate their meetings and proceedings as they think fit.
- 123A. **Meeting via telephone and/or electronic media.** Directors or members of a committee of directors, as the case may be, shall be deemed to be present in person at a meeting of directors and/or a committee of directors if he participates by telephone, audio or audio visual or such other electronic media which enables all directors or members of a committee of directors attending and participating at the meeting to hear and/or see each other. Such participation in a meeting shall constitute presence in person at such a meeting. A meeting by telephone, audio or audio visual or such other electronic media is to be taken to be held at the Registered Office of the Company or such other place as shall be determined by the Chairman of the meeting provided that at least two (2) of the directors and/or a committee of directors involved were at that place for the duration of the meeting.
124. **Quorum for directors meeting.** The quorum necessary for the transaction of the business of the directors shall be two (2) directors. The contemporaneous linking together by telephone, audio or audio visual or such other electronic media of a number of the directors sufficient to constitute a quorum, shall constitute a meeting of the directors and/or a committee of directors and all the provisions in these Articles relating to meeting of the directors and/or a committee of directors shall apply, insofar as directors or members of a committee of directors may make such changes as are deemed necessary and expedient, to meetings of the directors and/or a committee of directors by telephone, audio or audio visual or such other electronic media.
125. **Competent meeting.** 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.

126. **Majority votes and Chairman has casting vote in case of equality of votes.** 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 the Chairman shall have a second or casting vote except where only two (2) directors form a quorum or are competent to vote on the question at issue.
127. **Continuing directors may act notwithstanding vacancy.** 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 minimum number fixed by or pursuant to these Articles as the necessary quorum of directors the continuing director or directors may act only for the purpose of increasing the number of directors to that minimum number or of summoning a general meeting of the Company, but for no other purposes.
128. **Calling of directors meeting.** A director may at any time and the Secretary shall on the requisition of a director summon a meeting of the directors. Unless otherwise determined by the directors, seven (7) clear day notice specifying the time and place, day and hour of meeting shall be given by registered post or otherwise served on all directors.
129. **Chairman and Deputy Chairman of directors.** 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 be elected, or if at any meeting the Chairman or Deputy Chairman be 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.
130. **Compliance with disclosure requirements.** 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 whereby whether directly or indirectly duties or interests might be created in conflict with his duty or interest as a director of the Company.
131. **Director not to vote on contract which he is interested etc.** No director may vote in respect of any other contract or proposed contract or arrangement in which he is directly or indirectly interested nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company; and if he votes, his vote shall not be counted. Provided Always that a director may vote on any loan of money he may make to the Company and on any security to be given by the Company to him for any such loan and on any contract or indemnity to himself against any such loss he may suffer by reason of becoming or being surety for the Company and on any contract in which he is only interested by reason of being a member of any company which is a party to or interested in such contract. Provided further that this prohibition may be suspended or relaxed to any extent by an ordinary resolution in a general meeting.
132. **Interested director may be counted in the quorum in certain cases.** 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 as hereinafter mentioned 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.

133. **Director can hold other appointments subject to the Act.** A director of the Company may be or become director or other officer of or otherwise 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 his 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 directors or other officers of such corporation) and any director may vote in favour of the exercise of such voting rights in 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 manner aforesaid provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

COMMITTEES

134. **Directors may delegate powers to committees.** The directors may establish and delegate any of their powers to any committees, local boards or agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any 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 these powers, authorities and discretions vested in the directors, with power to sub-delegate, and may authorise the members of any such committee or local board, 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 dealings in good faith without notice of any such annulment or variation shall be affected thereby.
135. **Meeting of Committee.** The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors so far as the same are applicable thereto and are not superseded by a regulation made by the directors under the last preceding Article.
136. **Chairman of Committee.** A committee, local board or agency may elect a Chairman of its meetings; 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

137. **Validity of acts of directors or committee.** All acts done bona fide by any meeting of the directors or of a Committee of the directors or by any person acting as a director, local board or agency shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they, or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or member of such committee, local board or agency as aforesaid and had been entitled to vote.

DIRECTORS' CIRCULAR RESOLUTIONS

138. **Directors' circular resolution.** A resolution in writing signed or approved by letter, telegram, telex or telefax by a majority of the directors who are 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. Where a director is not present in Malaysia but has an alternate who is so present, then such resolution may be signed by such alternate in place of the absent director. 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.

MANAGING DIRECTOR

139. **Appointment of Managing director.** 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 or subject to such terms and conditions or restrictions as they think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers. The Managing director shall be subject to the control of the Board of directors.
140. **Remuneration of Managing director.** The remuneration of the Managing director shall 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 a term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.
141. **Resignation and removal of Managing director.** The Managing director shall while he continues to hold such office be subject to retirement by rotation, and shall be reckoned as a director for the purpose of determining the rotation or retirement of directors or in fixing the number of directors to retire, and he shall, subject to provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other directors of the Company and if he cease to hold the office of director from any cause shall ipso facto and immediately cease to be Managing director.

ASSOCIATE DIRECTORS

142. **Associate directors.** The directors may from time to time appoint any person or persons to be an associate director or associate directors and may from time to time cancel any such appointments. The directors may fix, determine and vary the powers, duties and remuneration of any person or persons so appointed and the number of associate directors that the Company may have from time to time and at any time. Any person or persons so appointed shall not be required to hold any shares to qualify for appointment nor have any right to attend or vote at any meeting of directors except by the invitation and with the consent of the directors.

THE SECRETARY

143. **Secretary.** The Secretary 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 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 who shall be deemed to be the Secretary during the term of his appointment.

COMMON SEAL AND SHARE SEAL

144. **Seal.** The directors shall provide for the safe custody of the Common Seal and the Share Seal (if any) of the Company, which shall only be used pursuant to a resolution of the directors, or a committee of the directors authorised to use the Common Seal and the Share Seal. The directors may from time to time (subject to the provisions of Article 16 in relation to share and debenture stock certificates and debentures) make such regulations as they think fit determining the persons and the number of such persons in whose presence the Common Seal and the Share Seal shall be affixed and, until otherwise so determined, every instrument to which the Common Seal and the Share Seal shall be affixed shall (subject to Article 16) be signed by a director and by the Secretary or by a second director or by some other person appointed by the directors for the purpose PROVIDED ALWAYS that no person dealing with the Company shall be concerned to see or enquire as to whether any regulations so made have been complied with.

145. **Share Seal.** The Company may also have a share seal pursuant to Section 101 of the Act.

SEAL FOR USE ABROAD

146. **Seal for use abroad.** 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.

RESERVES

147. **Creation of Reserve fund.** 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(s), which shall at the discretion of the directors be used to meet depreciation or contingencies, or for equalising dividends or for the payment of special dividends or for distribution by way of bonus among the members and directors of the Company for the time being on such terms and in such manner as the Company in general meeting shall from time to time determine, 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 investments (including investing in securities other than the shares of the Company) as they think fit (subject to the provisions of these Articles) 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 power

to employ the assets constituting the reserve fund in the business of the Company, and that 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

148. **Dividends.** The profits of the Company available for dividend and determined to be distributed 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 accordingly.
149. **Dividends only out of profits.** 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. Dividend includes bonus.
150. **Dividends in proportion to amounts paid up.** Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid 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 portion or portions 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.
151. **Interim dividends.** 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 settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment.
- 152.(1) **Debts may be deducted from dividends.** 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.
- (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, liabilities or engagements in respect of which the lien exists.
153. **Unpaid dividends to bear no interest.** 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.

154. **Distribution on realisation or revaluation of assets.** Subject to the provisions of the Act where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses as the case may be, shall, at the discretion of the directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend, be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest such dividend or interest when paid may at the discretion of the directors be treated as revenue and it shall not be obligatory to capitalise the same or any part thereof.
155. **Directors may retain dividends until such person entitled under a transmission becomes member.** 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 become a member in respect of such shares or shall transfer the same.
156. **Unclaimed dividends.** All dividends unclaimed for one year after having been declared may be disposed off in accordance with the provisions of the Unclaimed Moneys Act, 1965. The payment by the directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company.
157. **Accrued dividends.** A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer PROVIDED THAT any dividend declared on a Deposited Security shall accrue to the Depositor whose name appears on the Record of Depositors issued to the Company or its registrar pursuant to the Rules.
158. **Receipt by holder sufficient discharge.** The receipt of a person appearing by the Register or the Record of Depositors to be the holder of any shares shall be a sufficient discharge to the Company for any dividend or other moneys payable in respect of such shares.
159. **Mode of Payment of Dividend.** Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Listing Requirements and/or regulatory authorities, 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 directed to the registered address of the holder in the Register or Record of Depositors, or to such person and to such address as the holder 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 or by way of telegraphic transfer or electronic transfer of remittance to such account as designated by such holder or the person entitled to such dividend. Every such cheque or warrant or telegraphic transfer or electronic transfer of remittance shall be made payable to the order of the person to whom it is sent or to such person as the holder or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and the payment of any such cheque or warrant or telegraphic transfer or electronic transfer of remittance shall operate as a good and full discharge to the Company in respect of the dividend represented thereby, notwithstanding that in the case of payment by cheque or warrant, it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged. Every such cheque or warrant or telegraphic transfer or electronic transfer of remittance shall be sent at the risk of the person entitled to the money thereby represented and the Company shall not be responsible for any loss arising therefrom.

160. **Dividends in specie.** 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, and 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 footing of the value so fixed in order to adjust the rights of all parties, 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

161. **Capitalisation and distribution.** The Company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company' s reserve accounts or to the credit of the profit and loss account or otherwise available for distribution provided that such sum be 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 may, for the purposes of this Article, be applied only in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
162. **Fractional certificates.** Whenever such a resolution as aforesaid is passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares, debentures or securities if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by way of crediting the securities accounts of the allottees with such shares or by payment in cash or otherwise as they think fit for the case of shares, or any securities, debentures, becoming distributable in fractions and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts remaining or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

ACCOUNTS

163. **Proper accounts to be kept.** The directors shall cause to be kept such books of accounts as are necessary to give a true and fair view of the state of affairs of the Company and the extent of its transactions 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 open 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 account or records of operations shall be kept at the Office or at such other place as the directors think fit and shall always be open to inspection by the directors.

164. **Profit and loss account and balance sheet and who to send to.** 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 the section. The interval between the close of a financial year of the Company and the issue of the annual audited accounts, the directors and auditors' reports shall not exceed four (4) months. A copy of each such documents (including every document required by law to be annexed) together with a copy of every report of the Auditors relating hereto and of the Directors' report shall not less than twenty (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 from the Company under the provisions of the Act or of these Articles, 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 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 at the Office. The requisite number of copies of each such document as may be required by the Exchange shall at the same time be likewise sent to the Exchange. Such document may be in printed form or in CD-ROM or in such other form of electronic media.
165. **Directors not bound to disclose Company's investments unless required.** 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.

AUDIT

- 166.(1) **Auditors.** 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 of the Act.
- (2) **Audited accounts conclusive.** Every balance sheet and profit and loss account when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected by the Directors and an entry made in their minute book and thenceforth shall be conclusive.
167. **Auditors entitle to attend general meeting and to receive notice etc.** 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

168. **Language.** 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 fourteen (14) 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

169. **Destruction of Documents.** 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 canceled or have ceased to have effect at any time after the expiration of one year from the date of cancellation or cessation thereof, and all notifications of change of name or address after the expiration of one year from the date they were recorded, and in favour of the Company it shall conclusively be presumed that every entry in the Register which purports to 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 canceled 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:-
- (a) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice that the preservation of such document was relevant to a claim;
 - (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 which would not attach to the Company but for the provisions of this Article; and
 - (c) reference in this Article to the destruction of any document include references to its disposal in any manner.

AUTHENTICATION OF DOCUMENTS

170. **Authentication of Documents.** Any director or the Secretary or any person appointed by the directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or 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.

NOTICES

171. **Mode of service of notice to members.** A notice or other document may 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 the post in prepaid letter addressed to such member or director at his registered address as appearing in the Register or the Record of Depositors or the register of directors, as the case may be or by telefax or telex in accordance with the provisions of these Articles.

- 172.(1) **Service by post and deemed service.** A notice or other document if served by post shall be deemed to be served in the case of a member or director having a registered address for service in Peninsular Malaysia two days following that on which a properly stamped letter containing the same is posted within Peninsular Malaysia and in the case of a member or director having an address for service outside Peninsular Malaysia seven (7) days following that on which the letter suitably stamped at airmail rates containing the same is posted within Peninsular Malaysia. In proving service by post it shall be sufficient if a certificate in writing is issued and signed by any director, manager or secretary or other officer of the Company that the letter containing the notice or document was properly addressed and stamped and put into a post office letter box.
- (2) **Members outside Peninsular Malaysia may have registered address in Peninsular Malaysia.** Each holder of registered shares, whose address is not in Peninsular Malaysia may from time to time notify in writing to the Company an address in Peninsular Malaysia which shall be deemed his registered address within the meaning of paragraph (a) of this Article.
173. **Notice by telefax or telex.** A notice or other document may also be served by the Company or the Secretary on any member or director by transmitting it by telefax or by telex with confirmed telex answerback (with postage prepaid air mail confirmation) to such member or director at the telex number of such member or director appearing in the Register or the Record of Depositors or the register of directors or specified by such member or director to the Company or the Secretary as such member's or director's telex number for the time being in the case of telex messages and at the telefax number appearing in the Register or the Record of Depositors or the register of directors or specified by such member or director to the Company or the Secretary as such member's or director's telefax number for the time being in the case of telefax messages.
174. Not Used
175. **Who bound by notice and notice to person entitled in consequence of death or bankruptcy.** Every person who, by operation of law, transfer, transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address being entered in the Register or the Record of Depositors as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share 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 as claiming through or under him) in the share.
176. **Notice valid though member deceased.** Subject always to the provisions of Article 171, any notice or document delivered or sent by post to, or left at, the registered address of any member shall, if such member be then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served on his legal personal representatives.
- 177.(1) **Whom notice should be given.** Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every member;

- (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
 - (c) the auditor for the time being of the Company; and
 - (d) the Exchange.
- (2) Save as otherwise provided in these Articles or in the Act no other person shall be entitled to receive notice of general meetings.
- (3) Any notice on behalf of the Company or of the Board of directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company. The signature may be written or printed.

WINDING UP

178. **Distribution of assets in specie.** 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 in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.
179. **Distribution of assets in winding up.** Save that this Article shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:-
- (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
 - (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.
180. **No fee or commission to liquidator unless approved by general meeting.** On a 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

181. **Secrecy Clause.** Save as may be expressly provided by the Act, no member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading, manufacturing 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

182. **Indemnity of directors, officers and servant of the Company.** Subject to the provisions of the Act every director, managing director, agent, auditor, Secretary and other officer 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.
183. **Individual responsibility of the directors.** No director or other officer of the Company shall be liable for the acts, receipts, neglect or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors, for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act, of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part or for any other loss damage, or misfortune whatever which shall happen or in relation thereto unless the same happen through his willful act or default.

RECONSTRUCTION

184. **Reconstruction.** On the sale of the undertaking of the Company, the directors or the liquidators on a winding up may, if authorised by a special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the directors (if the profits of the Company permit), or the liquidators (on a winding up), may distribute such shares or securities, or any property of the Company amongst the members without realisation, or vest the same in trust for them and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company; and for valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in the case of the Company which is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 270 of the Act as are incapable of being varied or excluded by these Articles.

ALTERATION OF ARTICLES

185. Deleted
186. **Compliance with Statutes, Regulations and Rules.** The Company shall comply with the provisions of the relevant governing statutes, regulations and rules as may be amended, modified or varied from time to time, or other directive or requirement imposed by the Exchange, the Depository and other appropriate authorities, to the extent required by law, notwithstanding any provision in these Article to the contrary.

EFFECT OF LISTING REQUIREMENTS

- 187.(1) **Effect of Listing Requirements.** Notwithstanding anything contained in these Articles, if the Requirements prohibit an act being done, the act shall not be done.
- (2) Nothing contained in these Articles prevents an act being done that the Requirements require to be done.
 - (3) If the Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
 - (4) If the Requirements require these Articles to contain a provision and they do not contain such a provision, these Articles are deemed to contain that provision.
 - (5) If the Requirements require these Articles not to contain a provision and they contain such a provision, these Articles are deemed not to contain that provision.
 - (6) If any provision of these Articles is or becomes inconsistent with the Requirements, these Articles are deemed not to contain that provision to the extent of the inconsistency.
 - (7) For the purposes of these Articles, unless the context otherwise requires, "Requirements" means the Listing Requirements of the Exchange including any amendment to the Requirements that may be made from time to time.
 - (8) Notwithstanding the above, nothing herein shall prevent the Company from applying to the Exchange for any waiver of any of the Requirements and in the event the compliance or observance of any of the Requirements is waived by the Exchange, the Company shall be exempted from such compliance.

Names, Addresses and Descriptions of Subscribers

SOH SOON CHEONG
24, Jalan Tengku Kelana
Kelang,
Selangor
I.C. No. 7773307

Bank Officer

YIT KANG SANG
49, Jalan Bukit Kuda,
Kelang,
Selangor
I.C. No. 4546708

Clerical Officer

Dated this 19th day of March 1975.

Witness to the above signatures:-

ONG HANG @ WONG PHANG,
Secretary
Room 906, 9th Floor,
Lee Yan Lian Building,
Jalan Tun Perak,
Kuala Lumpur 01 -21.