

THE COMPANIES ACT, 1965

PUBLIC COMPANY LIMITED BY SHARES

MALAYSIA

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ACE JERNEH INSURANCE BERHAD

(formerly known as Jerneh Insurance Bhd.)

(Company No. 9827-A)

Incorporated on the 5th day of August, 1970

THE COMPANIES ACT, 1965.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ACE JERNEH INSURANCE BERHAD

(formerly known as Jerneh Insurance Bhd.)

1. The name of the Company is **ACE JERNEH INSURANCE BERHAD** (formerly known as Jerneh Insurance Bhd.).
2. The registered office of the Company will be situate in Malaysia.
3. The objects for which the Company is established are:
 - i. To carry on the business of fire insurance in all its branches, the insurance of anything connected with aerial navigation and all description of motor traffic and to grant insurances against injury or damage to or loss of property directly or indirectly caused by or resulting from fire, lightning or explosions.
 - ii. To carry on the business of marine insurance in all its branches and in particular without prejudice to the generality of the foregoing words, to make or effect insurances on ships, vessels, boats and craft of all kinds and on goods, merchandise, live or dead stock, luggage, effects, specie, bullion or other property, respondentia and bottomry interests, commissions, profits and freights.
 - iii. To grant assurances against loss of or damage to parcels, goods and merchandise in transit by land or sea.
 - iv. To grant or effect assurances against or upon the contingency of death, injury, damage or loss by reason of accidents of any description to human beings, and to grant or effect insurances against or upon the contingency of injury, damage or loss by reason of accidents of any description to real or personal property of any kind.
 - v. (a) To carry on the business of life assurance in all its branches, and in particular to grant or effect assurances of all kinds for payment of money by way of single payment, or by several payments, or by way of immediate or deferred annuities or otherwise, upon the happening of all or any of the following events, namely, the death, or marriage, or birth, or survivorship, or failure of or issue of the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which would or might be taken to affect the interest, whether in possession, vested, contingent, expectant, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons.
 - (b) To grant, purchase, or sell endowments and annuities, either for lives or for years or on survivorships, and either immediate, deferred, determinable, contingent, or reversionary, and to purchase, invest in, and sell life, reversionary, and other estates, interests, and securities whether in real or personal property and generally to undertake and transact all matters and business which may be in any way connected with or depend on contingencies.

- (c) To contract with leaseholders, borrowers, lenders, annuitants, and others for the establishment, accumulation, provision, and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds, and any other special funds, and that either in consideration of a lump sum, or of an annual premium, or otherwise, and generally on such terms and conditions as may be arranged.
- (d) To purchase and deal in and lend on life, reversionary, and other interests in property of all kinds, whether absolute or contingent or expectant, and whether determinable or not; and to acquire, lend money on, redeem, cancel, or extinguish by purchase, surrender, or otherwise, any policy, security, grant, or contract issued, made, or taken over or entered into by the Company.
- (e) To create or set aside out of the capital or revenue of the Company, a special fund, or special funds, and to give to any class of its policy-holders, annuitants, or creditors, any preferential right over any fund or funds so created and for such or any other purposes of the Company to place any portion of the Company's property in the names or under the control of trustees, and to admit any class or section of those who insure or have dealings with the Company to any share in the profits of the Company or in the profits of any particular branch of the Company's business or to any other special rights privileges advantages or benefits.
- vi. To grant insurances against or upon the contingency of injury, damage or loss occurring to real and personal property, including growing and standing crops, rolling stock, and all other fixed and movable chattels, caused by or resulting from fire, lightning, explosions, tempests, or the overflow or inundation of water, or from any other accidental cause.
- vii. To grant assurances to protect principals and employers, and otherwise to indemnify principals or employers from or against injury, damage or loss by reason of the fraud, theft, robbery or other misconduct of persons in their employ or acting on their behalf, and to grant, make, effect, or procure insurances to protect principals and employers, and otherwise to indemnify principals and employers from or against liability by reason of injury, damage or loss occurring to or caused by agents, servants, or other employees in their employ or acting on their behalf.
- viii. To guarantee the fidelity of persons filling or about to fill situations of trust or confidence, and the due performance and discharge by such persons of all or any of the duties and obligations imposed on them by contract or otherwise, and in particular against liabilities resulting from the misconduct of any co-trustee, co-agent, sub-agent, or other person, or from the insufficiency, imperfection, or deficiency of title to property, or from the insufficiency, imperfection or deficiency in any security, or from any bankruptcy, insolvency, fraud, or tortious act on the part of any other persons, or from any error of judgment or misfortune.
- xi. To guarantee the due performance and discharge by receivers, official and other liquidators, committees, guardians, executors, administrators, trustees, attorneys, brokers and agents of their respective duties and obligations.
- x. To guarantee the payment of money secured by or payable under or in respect of debenture bonds, debenture stock, contracts, mortgages, charges, obligations, and securities of any company or of any authority, supreme, municipal, local or otherwise, or of any persons whomsoever, whether corporate or unincorporate.

- xi. To guarantee the title to or quiet enjoyment of property either absolutely or subject to any qualifications or conditions, and to guarantee persons interested or about to become interested in any property against any loss, actions, proceedings, claims or demands in respect of any insufficiency or imperfection or deficiency of title or in respect of any incumbrances, burdens or outstanding rights.
- xii. Generally to carry on and transact every kind of guarantee business, and every kind of indemnity business, and every kind of counter guarantee and counter indemnity business and to carry on the business of insuring against burglary, against theft, against robbery, against loss of health, against loss of goods, against calls, against diminution of dividends or income, against loss of profit, against loss or forfeiture of licences, leases, or other property or rights or loss or diminution of property in possession, reversion, remainder, expectancy, possibility, or otherwise, or loss through birth, or failure of issue, or marriage or by loss or recovery of contractual or testamentary capacity or against accidents.
- xiii. To assure payment during sickness or incapacity, arising from general or other than the above causes.
- xiv. To guarantee, provide, prepare and supply medical and surgical aid and treatment, or any other assistance in illness, and all remedies and requisities in case of accident or illness to any person, or the family and household of any person whom the Company shall insure, or to any person dwelling or staying in the house of such person insured, or to horses, cattle or other animals.
- xv. To negotiate loans and to act as agents for the loan payment, transmission, investing and collection of money, and for the management and realisation of property, and generally to transact all kinds of agency business.
- xvi. To issue on commission, subscribe for, take, acquire, underwrite and deal in stocks, shares, mortgages, bonds, obligations, and securities of all kinds, and generally to carry on business as capitalists and financiers.
- xvii. To acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company incorporated constituted or carrying on business in the United Kingdom, or in any Colony or dependency or possession of the United Kingdom or in any country, or state under British protection, or in any foreign country and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, in any part of the world, but so that no investment involving unlimited liability shall be deemed to be hereby authorised.
- xviii. To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- xix. To offer for public subscription any shares or stocks in the capital of or debentures or debenture stock or other securities of, or otherwise to establish, or promote, or concur in establishing or promoting any company, syndicate, association, partnership, undertaking, or public or private body, and to guarantee the payment of dividends or interest on any stocks, shares, debentures, or other securities issued by, or any other contract or obligation of any such company, syndicate, association, partnership, undertaking or public or private body.

- xx. To take part in the conversion of business concerns and undertakings into companies, or in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors accountants or other experts or agents, and to employ independent experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property or rights, which shall exceed the sum of \$10,000.
- xxi. To contribute to the funds of societies, institutions or establishments which effect or promote the spread of sanitary science, and the practical application thereof to public or private use, and to pay for work done or services rendered by them to the Company or the Company's clients.
- xxii. To reinsure or counter-insure all or any risks, and to undertake all kinds of reinsurance and counter-insurance connected with any of the businesses aforesaid.
- xxiii. To effect, as agents for others, assurances of every kind and against every and any contingency.
- xxiv. To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally and for such or any other purposes of the Company to place any portion of the Company's property in the names or under the control of trustees, and to admit any class or section of those who insure or have any dealings with the Company to any share in the profits of the Company or in the profits of any particular branch of the Company's business or to any other special rights privileges advantages or benefits.
- xxv. To undertake and execute any trusts the undertaking whereof may seem desirable, and to transact all kinds of trust and agency business and also to undertake the office of executor, administrator, receiver, committee, curator, guardian, treasurer, or registrar, and to keep for any company, government authority, or body, any register relating to any stocks, funds, shares or securities, or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise, to carry on the business of godown keepers or warehousemen and to hire purchase erect or otherwise to acquire a warehouse or godown or warehouses or godowns for any of the purposes of the Company, and to carry on any other business which may seem to the Board of Directors capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable or more profitable any of the Company's property or rights.
- xxvi. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or the acquisition of which may seem calculated to facilitate the realisation of any securities held by the Company or to prevent or diminish any apprehended loss or liability, or which may seem capable of being profitably dealt with by way of re-sale or otherwise, and in particular any land, buildings, ground rents, reversions, policies of assurances, life interests, choses in action, book debts and other assets.
- xxvii. To purchase, take on lease or in exchange, hire or otherwise acquire and to hold, sell, exchange, let, lease, turn to account, dispose of and deal in movable and immovable property of all kinds, and in particular lands, buildings, hereditaments and easements, shipping, shipbuilding, aeronautic, agricultural, manu-

facturing, mining, industrial and other business concerns and undertakings, mortgages, charges, annuities, patents, patent rights, trade marks, copyrights, licences, or any secret or other process or information as to any invention or otherwise stocks, funds, shares, debentures, securities, tolls, grants, charters, concessions, leases, contracts, options, policies, book debts and claims, and any interest in movable or immovable property, and any claims against such property or against any person or company, and to finance and carry on any business concern or undertaking so acquired.

- xxviii. To pay, satisfy, or compromise any claims made against the Company which it may seem expedient to pay, satisfy or compromise, notwithstanding that the same may not be valid in law.
- xxix. To draw, accept and make, and to indorse, discount and negotiate bills of exchange and promissory notes and other negotiable instruments.
- xxx. To borrow or raise money with or without security and to secure the payment of money or the performance of obligations for the purposes of the Company in such manner, and upon such terms as may seem expedient, and in particular by the issue of bonds, mortgage or other debentures or debenture stock, or other securities, perpetual or otherwise, or by mortgages, scrip, certificates, bills of exchange or promissory notes, or by any other instrument or in such other manners as may be determined, and for any such purposes to charge all or any part of the undertaking and property of the Company, both present and future, including its uncalled capital, and either with or without participation in profits or voting power.
- xxxi. To receive moneys on deposit, account current or otherwise with or without allowance of interest thereon, and to receive on deposit title deeds and other securities.
- xxxii. To advance and lend money on real personal and mixed securities, on ships and vessels or shares in the same (whether British or foreign), on cash, credit or other accounts, on policies, bonds, debentures, bills of exchange, promissory notes, letters of credit or other obligations, on the security of any existing or future produce, on the deposit of title deeds, goods, wares, merchandise and produce of all description, bills of sale and lading, delivery orders, warehousemen's and wharfingers' certificates, notes, dock-warrants or other mercantile indicia or tokens, bullion, stocks and shares.
- xxxiii. To invest the moneys of the Company not immediately required upon such securities (other than in the shares of this Company) and in such manner as from time to time may be determined.
- xxxiv. To acquire by subscription, purchase or otherwise, and to accept or take hold or sell, shares or stock in any company, society or undertaking the objects of which shall either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company.
- xxxv. To establish agencies (or local boards) in any country and to regulate and discontinue the same.
- xxxvi. To provide for the welfare of persons in the employment of the Company, or formerly engaged in any business acquired by the Company, and the wives, widows, and families of such persons, by grants of money pensions or other payments and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other

assistance, as the Company shall think fit, and to form, subscribe to or otherwise any benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.

- xxxvii. From time to time to subscribe or contribute or give prizes or awards to any charitable benevolent or useful object of a public character, the support of which will, in the opinion of the Company, tend to increase its repute or popularity among the employees, its customers or the public.
- xxxviii. To enter into and carry into effect any arrangement for joint working in business, or for sharing in profits or for amalgamation with any other company, or any partnership or person, carrying on business within the objects of this Company.
- xxxix. To establish, promote and otherwise assist any company or companies for the purpose of furthering any of the objects of this Company.
- xl. To sell, dispose of or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Company may see fit to accept.
- xli. To accept payment for any property or rights sold, or otherwise disposed of or dealt with by the Company, either in cash, by instalments, or otherwise, or in shares credited as fully or partly paid up in any company or companies, with or without deferred or preferential rights in respect of dividends or repayment of capital or otherwise, or by means of mortgages or by debentures, debenture stock, perpetual or otherwise or obligations or securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- xl.ii. To pay for any services rendered to and any property or right acquired by the Company in such manner as may seem expedient, and in particular by the issue of shares or securities of the Company, credited as fully or partly paid up.
- xl.iii. To maintain, repair, build upon, alter, improve, extend, manage, develop, sell, lease, exchange, let on hire, mortgage or otherwise deal with the whole or any part of the property and assets at any time acquired, possessed or controlled by the Company.
- xl.iv. To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, and letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- xl.v. To make such deposit with any Government or State or public body as the laws or regulations of any such Government or State or public body may require.
- xl.vi. To distribute in specie or otherwise as may be resolved any assets of the Company among its members, and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.

- xlvi. To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- lviii. To pay out of the funds of the Company all, or any part of the expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by or on behalf of the Company, and all commission, brokerage, discount underwriting and other expenses lawfully payable which may be deemed expedient for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company, or of any company so promoted, formed, established or registered by the Company.
- xlix. Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in any sub-clause of this Clause shall not, except when the context expressly so requires, be in any wise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this Clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the members is limited.

5. The share capital of the Company is MR30,000,000.00 divided into 30,000,000 shares of MR1/- each, with power for the Company to increase, sub-divide, consolidate or reduce such capital and to divide the shares forming the capital (original, increased, or reduced) into several classes and to attach thereto respectively preferential, deferred, special or qualified rights, privileges or conditions as regards dividends repayment of capital, voting or otherwise.

(8)

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

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
LESLIE KENNETH CHEAH, No. 6, Lorong Bukit Pantai Dua, Pantai Hills, Kuala Lumpur. <i>Company Executive.</i>	One
TAN SRI TAIB BIN HAJI ANDAK. No. 23, Jalan Mayang, Kuala Lumpur. <i>Company Director.</i>	One

Dated this 5th day of August, 1970.

Witness to the above signatures.

HEW KIANG MAIN
Certified Public Accountant (Malaysia)
Bangkok Bank Building (6th Floor),
105, Jalan Bandar,
Kuala Lumpur.

THE COMPANIES ACT, 1965.

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ACE JERNEH INSURANCE BERHAD
(formerly known as Jerneh Insurance Bhd.)

TABLE "A"

1. The regulations contained in Table "A" in the Fourth Schedule to the Companies Act, 1965 shall not apply to the Company. Table "A" not to apply

INTERPRETATION

2. In these presents unless there be something in the subject or context inconsistent therewith:- Interpretation

"The Company" means ACE JERNEH INSURANCE BERHAD (formerly known as Jerneh Insurance Bhd.).

"The Act" means the Companies Act, 1965 and every other Act or Ordinance for the time being in force concerning companies and affecting the Company.

"These Presents" means the memorandum of association of the Company and these articles of association or other regulations of the Company from time to time in force.

"The Office" means the registered office of the Company for the time being.

"The Directors" means the directors for the time being of the Company.

"Seal" means the common seal of the Company.

"Dividend" includes bonus.

"Special Resolution" has the meaning assigned thereto by the Act.

"Month" means calendar month.

"Year" means calendar year.

"In writing" means written, printed, typewritten, or lithographed, or partly one and partly another and any other modes of representing or reproducing words in a visible form.

"Register" means the register of members of the Company to be kept pursuant

Company No.
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to the Act.

"Members" means a member of the Company in accordance to Section 16(6) of the Companies Act, 1965.

Any words importing the singular number only shall include the plural number and vice versa.

And words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.

Any reference to a statutory provision includes any modification, consolidation or reenactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.

3. The authorised capital of the Company is RM30,000,000.00 divided into 30,000,000 ordinary shares of RM1/- each. Initial Capital

PRIVATE COMPANY

4. Any branch or kind of business which by the Memorandum of Association of the Company or these presents is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit, or may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business. Businesses to be undertaken by Directors
5. No part of the funds of the Company shall be employed in the purchase, or lent upon the security, of shares or stock of the Company. Funds not to be employed in dealings with Company's shares

SHARES

6. Subject to 48 hereof, the shares whether in the original or any increased capital of the Company shall be under the control of the Directors, who may allot or otherwise dispose of them to such persons, at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount except in accordance with the Act. 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. How shares to be issued
7. As regards all allotments the Directors shall comply with the Act. Allotments to comply with the Act
8. If two or more persons be registered as joint holders of any share any one of such persons may give effectual receipts for any dividends, bonuses, or other moneys payable in respect of such share. Receipt of joint holders of share
9. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not, save as ordered by a Court of competent No trust recognised

jurisdiction, or as by the Act required, be bounded by or 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 presents or otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

10. Every member shall be entitled without payment to ten certificates for the shares registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine), to a greater number of certificates, each for one or more of such shares. Registered member entitled to share certificate
11. Every certificate of shares shall specify the number of the shares in respect of which it is issued and the amount paid up thereon; provided in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders for all their registered shares (or several certificates, each for a part of such shares) and delivery of such certificate or certificates to any one of them shall be sufficient delivery to all. Number of shares in the share certificate
12. If any certificate be worn out or defaced, then upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. The sum of RM5/- or such other fee as the Directors from time to time may determine shall be paid to the Company for every certificate issued under this Article and in case of loss or destruction the member to whom such new certificate is given shall also pay to the Company all expenses, incidental to the investigations by the Company of the evidence of such loss or destruction and to such indemnity as the Directors think fit. Lost or destroyed certificates

LIEN

13. The Company shall have a first and paramount lien and charge on all the shares not fully paid registered in the name of a Member (whether solely or jointly with others) for his debts, liabilities and engagements either alone or jointly with any other person whether a Member or not, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest shall be created in any shares except upon the footing and condition that Article 9 hereof is to have full effect. Such lien shall extend to all dividends or bonuses from time to time declared in respect of such shares. Company to have lien on shares and dividends
14. For the purpose of enforcing such lien the Directors may sell the shares or stock subject thereto in such a manner as they think fit; but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged and until a demand and notice in writing, stating the amount due and demanding payment thereof and giving notice of intention to sell in default, shall have been served on such Member or the person (if any) entitled by transmission to the shares or Lien may be enforced by sale of shares

stock, and default in payment fulfillment or discharge of such liabilities and engagements shall have been made by him for seven days after such notice.

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| 15. | The net proceeds of any such sale shall be applied, first, in or towards the satisfaction of any expenses incurred in connection with such debts, liabilities and engagements, and secondly, in or towards satisfaction of the amount due; and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the shares. | Application of proceeds of sale |
| 16. | Upon any such sale as aforesaid the Directors may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of or be affected by any irregularity or invalidity in the proceedings, nor be bound to see to the application of the purchase money and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. | Directors may transfer and enter purchaser's name in share register |
| 17. | No Member shall be entitled to receive any dividend or bonus, or to be present or vote at any General Meeting either personally or by proxy, or as proxy for another Member, or upon any poll, or to exercise any privilege as a Member, until he shall have paid all calls or other sums for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any). | Member not entitled to privileges of member until all calls paid |

CALLS ON SHARE

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| 18. | The Directors may, subject to the regulations of these presents, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares, and not by the conditions of allotment thereof made payable at fixed times, as they think fit, provided that fourteen days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors. Any call may be made payable in one sum or by instalments. | Directors may make calls |
| 19. | Any call may be for the whole or any part of the uncalled liability of a share. | Calls |
| 20. | A call shall be deemed to have been made at the time when the resolution of the Directors authorising such calls are passed. | When call deemed made |
| 21. | The joint holders of a share shall be jointly and severally liable for the payment of calls and instruments in respect thereof. | Liability of joint holders |
| 22. | If a call or instalment payable in respect of a share be not paid, on or before the day appointed for payment thereof, the holder for the time being of the share shall pay interest on the amount of the call or instalment at such rate, not exceeding ten per cent per annum, from the day appointed for payment thereof to the day of actual payment, as the Directors shall from time to time determine. | Interest on unpaid call |
| 23. | Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to the payment of interest and expenses, sale and the like and all other relevant provisions of these | Sums payable on allotment deemed a call |

presents shall apply as if such sum were a call duly made and notified as hereby provided.

24. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of call to be paid and the times of payment of such calls, and if by the conditions of allotment of any share the whole or part of the amount or issue price shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the registered holder of the share or his legal personal representatives. Difference in call
25. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys due upon his shares beyond the sum actually called up thereon and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called upon the shares in respect of which such advance has been made, the Company may pay or allow interest at such rate as may be agreed upon between the Directors and the Members paying such sum in advance. Calls may be paid in advance

TRANSFER OF SHARES

26. Subject to the restrictions of these presents shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other forms as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transfer. Shares to be transferable
27. No share shall in any circumstances be transferred to any bankrupt or person of unsound mind. Persons under disability
28. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof. Transfers to be executed by both parties
29. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share. Company to provide and Secretary to keep register
30. The Directors may, in their discretion, and without assigning any reason, refuse to register a transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership. The Directors may refuse to register any transfer of shares on which the Company has a lien. Directors may refuse to register
31. Such fee, not exceeding Ringgit Five for each transfer, or as the Directors may from time to time determine, may be charged for registration of a transfer. Transfer fee
32. The Register of Transfers shall be closed during the fourteen days immediately preceding every Ordinary Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year. Register of transfer may be closed

TRANSMISSION OF SHARES

33. In the case of the death of a Member, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a joint holder from any liability in respect of any share jointly held by him. On death of member survivor or executor only recognised
34. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, with the consent of the Directors be registered himself as holder of the share, or subject to the provisions as to transfers herein contained transfer the same to some other person. Persons becoming entitled on death or bankruptcy of member may be registered
35. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notice of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a Member unless and until he shall become a Member in respect of the share. Persons entitled may receive dividends without being registered as member, but may not vote
36. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee, as if he were the transferee named in an ordinary transfer presented for registration. Directors may refuse to register

FORFEITURE OF SHARES

37. If any Member fails to pay the whole or any part of any call or instalment of a call, on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding ten percent per annum, as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment. Directors may require payment of call with interest and expenses
38. The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment 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 or instalment was made payable will be liable to be forfeited. Notice requiring payment to contain certain particulars
39. If the requisitions of any such notice as aforesaid be 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 instalments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Every forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture. On non-compliance with notice shares forfeited on resolution of Directors
40. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person Notice of forfeiture to be

- entitled to the share by transmission, 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 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 such entry as aforesaid.
- given and entered in register of members
41. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall think fit.
- Directors may allow forfeited share to be redeemed
42. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either sold, or re-allotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Director may think fit.
- Disposal of forfeited shares
43. A Member whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.
- Former holders of forfeited shares liable for call made before forfeiture
44. The forfeiture of a share shall involve the extinction, at the time of forfeiture, of all interest in, and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Act given or imposed in the case of past Members.
- Consequences of forfeiture
45. A Statutory Declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the date when it was forfeited shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof be conclusive evidence of the facts therein stated; and such declaration, together with a certificate of proprietorship of the share under the seal delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment, and shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
- Title to forfeited share

INCREASE OF CAPITAL

46. The Company may from time to time by ordinary resolution passed at a General Meeting of the Company, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be
- Company may increase in capital

divided into shares of such respective amounts as the Company in such General Meeting directs and the Company may in such General Meeting direct that new shares or any of them may have such preference or priority over the then existing shares of the Company and that such rights and privileges be different from those of such existing shares as they may think fit, provided always that the total nominal value of the issued preference shares, if any, shall not exceed the total nominal value of the issued ordinary shares at any time.

47. Unless otherwise determined by the Directors, or by the General Meeting authorizing an increase of capital, any new shares from time to time to be created shall, before they are issued, be offered to the Members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.
48. Subject to any directions that may be given in accordance with the power contained in the Memorandum of Association or these Articles any capital raised by the creation of new shares shall be considered as part of the original and as consisting of ordinary shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it has been part of the original capital.
- Unissued and new shares to be first offered to members unless otherwise determined
- New shares subject to same provisions as original shares

ALTERATIONS OF CAPITAL

49. The Company by Ordinary Resolution may so far modify the conditions contained in its Memorandum of Association as to do the following things, or any of them: --
- Company may alter its capital in certain ways
- (a) Consolidate and divide its capital into shares of a larger amount than its existing shares.
- (b) By sub-division of its existing shares, or any of them, divide the whole or any part of its capital into shares of smaller amount than is fixed by its Memorandum of Association, subject nevertheless to the provisions of the Act.
- (c) Cancel any shares which, at the date of the passing of the Resolution, have not been taken or agreed to be taken by any person.
50. 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.
- Reduction of share capital
51. Anything done in pursuance of the two foregoing Articles shall be done in a
- Reduction in

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 deem most expedient.

accordance
with Act, etc.

ALTERATION OF RIGHTS

52. All or any of the rights or privileges to any Preference, Ordinary, or Deferred Shares, or to any other special class of shares, issued by the Company at any time may be affected, altered, modified, extinguished or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified by the holders of at least three-fourths of the nominal amount of the issued shares of that class, or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such meeting, but so that the quorum thereof shall be Members holding or representing by proxy one-third of the nominal amount of the issued shares of that class. This Article is not by implication to control the power of modification which the Company would have if this Article were omitted.

Rights of
shareholders
may be altered

GENERAL MEETINGS

53. General Meetings shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be prescribed by the Directors.
54. The last mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary Meetings.
55. The Directors may convene an Extraordinary Meeting whenever they think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act.
56. When it is proposed to pass a Special Resolution twenty-one clear days' notice and in other cases fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place, the day, and the hour of meeting, and in case of special business, the general nature of such business shall be given in manner hereinafter mentioned to such Members as are, under the provision herein contained, entitled to receive notices from the Company. With the consent in writing of all the Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.
57. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any General Meeting or any resolution passed thereat.

General
Meetings

Annual
General
Meetings and
Extraordinary
Meetings

Extraordinary
Meetings

Notice of
Meeting

Omission to
give notice

PROCEEDINGS AT GENERAL MEETINGS

58. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Ordinary Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheet, and the ordinary reports of the Directors and Auditors and the election of Directors and other officers in the place of those retiring and any business which under these Articles ought to be transacted at an Ordinary Meeting. Special business
59. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided two Members personally present and holding or representing by proxy not less than one-third of the issued capital of the Company shall be a quorum. No business to be transacted unless quorum present
60. The Chairman (if any) of the Board of Directors shall preside at every General Meetings, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Directors, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the Meeting. Chairman of Board to preside at meetings
61. If within half an hour from the time appointed for the holding of a General Meeting a quorum be not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place; and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, any two Members personally present shall be a quorum and may transact the business for which the meeting was called. If quorum not present meeting adjourned or dissolved
62. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time, and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Notice of adjournment to be given
63. At any General Meeting unless a poll is demanded by the Chairman or by at least five members present in person or by proxy or attorney or by any member or members holding or representing by proxy or power of attorney not less than one-tenth of the issued share capital of the Company and entitled to vote in respect thereof, a declaration by the Chairman that a resolution has been carried or carried unanimously or carried by a particular majority or lost, or not carried by a particular majority or lost, and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes given for or against such resolution. How resolution decided
64. If a poll be demanded in manner aforesaid, it shall be taken at such time and Poll to be

- place and in such manner as the Chairman shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn at any time before the poll is taken. taken as Chairman shall direct
65. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting, and without adjournment. No adjournment of meeting
66. In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands take place, or at which a poll is demanded, as the case may be, shall be entitled to a further or casting vote. Chairman to have casting vote
67. The demand of a poll shall not present the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. Business to be continued if poll demanded
68. A resolution in writing signed by all the members of the Company for the time being shall be as valid and effectual as a resolution of a General Meeting, but this provision shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Act or these presents ought to be dealt by Special Resolution. Resolution signed by all the members

VOTES OF MEMBERS

69. Votes may be given either personally or by proxy. How votes may be given
70. Subject to any special rights or restrictions as to voting upon which any shares may be held, on a show of hands every member present in person or by proxy or attorney, or by a duly authorised representative and entitled to vote, shall have one vote only. Upon a poll every member present in person, by proxy, or attorney or by a duly authorised representative entitled to vote, shall have one vote for every share held by such member. Any proxy or duly authorised representative appointed to vote and attend instead of a member, shall have the same right as the member to speak at the meeting. Members to have one vote or one vote for every share
71. Any person entitled by transmission to or to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. Who may vote for persons entitled by transmission etc. and subject to what condition
72. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Member in whose sole name any shares shall stand for the purpose of the Article be deemed joint holders thereof. Votes of joint holders of shares
73. If any member be a lunatic, idiot, or non-compos mentis, he may vote by his Votes of members of

Committee curator bonis, or other legal curator, and such last mentioned persons may give their votes personally or by proxy.

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|-----|--|--|
| 74. | The instrument appointing a proxy shall be in writing under the hand of the appointor, or his attorney, or if such appointor be a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf. | Instrument appointing proxy to be in writing |
| 75. | Any instrument appointing a proxy whether for a specified Meeting or otherwise, shall, as nearly as circumstances will admit, be in the following form or to the effect following: | Form of proxy |

“ I of
 being a member
 of
 appoint of
 and failing
 him, of
 as my proxy, to vote for me, and on my behalf, at the (Ordinary
 or Extraordinary, as the case may be), Meeting of the Company, to be held
 on the day of 19 and at every
 adjournment thereof”
 my hand this day of 19 “ As witness

- | | | |
|-----|---|--|
| 76. | Forms of proxy, ready stamped at the expense of the Company, may be sent to Members for the purposes of their recording their votes, at any particular meeting whenever the Directors shall in their discretion think it expedient, and such forms may either give the proxy liberty to vote as he thinks proper or may direct him to vote in a particular manner. | Proxy Forms to be sent to members |
| 77. | The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting (as the case may be) at which the person so named in such instrument proposes, to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. | Instrument appointing a proxy to be left at Company's office |
| 78. | A vote given in accordance with the terms of an instrument of proxy or power of attorney shall be valid notwithstanding the previous death of the principal or revocation of the proxy or power of attorney, or transfer of the share or stock in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another Member at any General Meeting, or upon a poll, or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such Member. | Vote by proxy |

DIRECTORS

- | | | |
|-----|---|----------------------|
| 79. | There shall be two (2) or more directors but not more than fifteen (15). It shall not be necessary for any director to hold any shares in the capital of the Company in order to qualify as Director. | Numbers of Directors |
|-----|---|----------------------|

80. The First Directors of the Company shall be: --

First Directors

Leslie Kenneth Cheah

Tan Sri Taib bin Haji Andak

81. The Directors shall receive by way of remuneration for their services for each year such sum as the Members shall from time to time in General Meeting determine which shall be divided among them as they shall determine or failing agreement equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from Board Meetings. If by arrangement with other Directors any Director shall perform or render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration in addition to his ordinary remuneration, and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.

Directors' Remuneration

POWERS OF DIRECTORS

82. The business of the Company shall, subject as herein provided, 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 may be exercised and done by the Company, and as are not by the Act, or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Business of Company to be managed by Directors

83. In particular, and without limiting the general powers conferred upon them the Directors may dispose of any of the lands, concessions, rights, privileges and properties belonging to the Company and any of the branches of any business carried on by the Company for cash or shares, or debentures or securities of any company, or partly for one and partly for the other or others, and generally on such terms as they think fit, and they may determine in what proportions the proceeds of sale and realisation of such lands, concessions, rights, privileges and properties respectively ought to be apportioned between revenue and capital.

Powers to deal with properties of the Company

84. The Directors shall not save with the consent of the Company in general meeting dispose of the whole or substantially the whole of the undertaking of the Company.

Sale of undertaking

85. The Directors may at any time appoint any qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed above; but any Director so appointed shall hold office only until the next following Ordinary Meeting of the Company, and shall then be eligible for re-election.

Power to fill casual vacancy

86. The Continuing Directors, at any time may act notwithstanding any vacancy

Continuing

in their body; provided always that in case the Directors shall at any time be reduced in number to less than two it shall be lawful for the remaining Director to act as Director for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company, but for no other purpose.

Directors may act to fill vacancies or summon meeting

SECRETARY

87. The Secretary shall be appointed by the Directors for such time, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The Directors may from time to time, if there is no Secretary or no Secretary capable of acting, by resolution appoint an assistant or deputy Secretary to exercise the functions of the Secretary.

Appointment of Secretary

ALTERNATE DIRECTOR

88. Subject to the laws and regulations and guidelines issued by any regulatory authority for the time being in force which are applicable to the Company, any Director may at any time, with the approval of the Directors, appoint any person approved by the Board to act as an alternate Director in his place and stead at one or all meetings of Directors at which he shall not be present and such alternate Director shall, whilst acting in the place of the appointor, exercise and discharge all the duties, powers and functions of the appointor but he shall ipso facto vacate office if and when the appointor vacates office as a Director or removes the appointee from office, and any appointment and removal under this clause shall be effected by notice in writing under the hand of the Director making the same.

Alternate Director

SEAL

89. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

Seal

BORROWING POWERS

90. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.
91. The Directors may raise or secure the repayment of such moneys in such manner and upon such terms and conditions as they may think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including its undertaking and uncalled capital for the time being.
92. Debentures, debenture stock or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Director may borrow

Directors may issue debentures

Securities may be assignable free from

93. 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 General Meetings of the Company, appointment of Directors and otherwise. equities
How debentures may be issued
94. The Directors shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified and otherwise. A fee of fifty cents shall be payable for each inspection of a copy of any instrument registered under the provisions of the said Act. Register of mortgages

DISQUALIFICATION OF DIRECTORS

95. The Office of a Director shall ipso facto be vacated : -- Disqualification of Directors
- (a) If he becomes bankrupt or suspends payment or compounds with his creditors, or takes the benefit of any law for the time being in force for the relief of insolvent debtors; or
 - (b) If he be found lunatic or become of unsound mind; or
 - (c) If he is absent from meetings of the Directors on four consecutive occasions without reasonable excuse.
 - (d) If by notice in writing he resigns his office; or
 - (e) If he becomes prohibited from being a Director by reason of any order made under the Act.

Provided that these conditions [except as to paragraph (e)] or any of them may be dispensed with in any special case by a Special Resolution of a General Meeting.

96. Subject to the due compliance by the Director and/or the Company of the relevant provisions of the Act, no Director or Managing Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise, nor shall such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be in any way interested, be rendered void. Director may contract with Company
97. 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, providing that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company. Director may act by himself or by his firm in professional capacity
98. A Director of this Company may with the approval of the Directors be, or become, a Director of any company promoted by this Company, or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as a Director or member of such company. Directors may hold other offices

ROTATION OF DIRECTORS

99. 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 the number nearest to one-third shall retire from office. The Directors to retire at such Annual General Meetings (other than the first) shall be the Directors who shall have been longest in office. As between two or more who have been in office an Rotation and retirement of Directors

equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office.

100. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires. Retiring Directors eligible for re-election
101. The Company at the Annual General Meeting at which any Director retires in manner aforesaid may fill up the vacated office by electing a person thereto and may without notice in that behalf fill up any other office which may then be vacant by electing the necessary number of persons unless the Company shall determine to reduce the number of Directors. Filling of vacancy
102. Subject to any resolution for reducing the number of Directors, if at any meeting at which an election of a Director ought to take place, the places of the retiring Directors are not filled up, the meeting shall stand adjourned till the same day in the next week at the same time and place and if, at the adjourned meeting the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up shall, if willing to continue in office, be deemed to have been re-elected at the adjourned meeting. Retiring Directors deemed to be re-elected
103. The Company may by Special Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another Member in his stead, but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed. Director may be removed by Special Resolution
104. Notwithstanding Articles 103 and 114 hereto, any Director may be dismissed from office, removed or be required to vacate his office in the following situations:-
- (a) if a Director fails to comply with section 70(2) of the Insurance Act 1996; or
- (b) if so resolved in writing by a majority of the Board, such majority not being less than three fourth (75%) of the Board members.

PROCEEDING OF DIRECTORS

105. The Directors may meet together whether in person or by such other means as may be provided by these Presents for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, two Directors shall be a quorum. A Director interested is to be counted in a quorum notwithstanding his interest. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. Meetings of Directors
- 106 (1) Subject to the laws for the time being in force in this jurisdiction and the provisions of these Presents, the Directors may participate in a meeting of the Directors convened for any purposes, by means of Meetings of Directors by means of contemporaneous

contemporaneous linking together by an instantaneous linking telecommunication device, whether or not any one or more of the Directors is out of Malaysia, and such a meeting is deemed to constitute a meeting so long as the following conditions are met:-

- (a) the quorum is not less than that required for such meetings under these Presents;
 - (b) the notice has been circulated to the Directors who are entitled to receive the notice of meeting for the time being in the manner prescribed by these Presents;
 - (c) each of the Directors taking part in the meeting by the instantaneous telecommunication device must be able to hear and/or see each of the other Directors taking part at the commencement and for the duration of the meeting;
 - (d) at the commencement of the meeting each Director must identify himself/herself for the purpose of the meeting to all of the other Directors taking part and confirm that no other person or party who has not been invited to partake in the meeting is present with the Director.
- (2) Unless a Director has been disconnected from his instantaneous telecommunication device due to technical reasons, a Director may only leave the meeting by disconnecting his instantaneous telecommunication device with the prior consent of the Chairman of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous telecommunication device unless he has obtained the prior consent of the Chairman of the meeting to leave the meeting or unless he has been disconnected from such instantaneous telecommunication device due to technical reasons. Unless proven otherwise, a disconnection shall be deemed to have happened for technical reasons.
- (3) The minutes of the proceeding at a meeting of the Directors by instantaneous telecommunication device must be made and signed by the Chairman of the meeting as provided for in Articles 115 and 116 of these Presents.
- (4) A Director participating in a Board meeting by an instantaneous telecommunication device shall be deemed to constitute presence in person at such meeting and shall be taken into account for the purpose of a quorum and voting. An attendance sheet shall subsequently be signed by the Directors participating in the meeting.
- (5) Notwithstanding anything in these Presents, a meeting of the Directors, by means of instantaneous telecommunication device, shall for all intents and purposes be construed to have been held at the time and place where the Office of the Company is located for the time being.
- (6) For the purposes of these Presents, "instantaneous telecommunication device" means telephone, video conferencing, audio or audio-visual communication or similar instantaneous communications device by which each Director participating can hear and be heard by each other

Director participating, or in any other way permitted by the Directors.

107. (1) A Director may, and the Secretary at the request of any Director shall, at any time, summon a meeting of the Directors to be held and shall give the Directors no less than 7 days' prior notice in writing thereof. Notices to the Directors shall be served in the same manner as notices to Members, provided that where a Director has provided an electronic mail address to the Secretary, the Secretary may send notices to the Director by electronic mail to the address provided by the Director from time to time. Directors may call meeting of Board
- (2) A meeting of Directors shall, notwithstanding that it is called by notice shorter than is required by Article 107(1) be deemed to be duly called if it is so agreed by all the Directors.
108. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office. The Chairman so elected shall preside at all meetings of the Board; but if no such Chairman be elected or if at any meeting the 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, and the Director so chosen shall preside at such meeting accordingly. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally. Chairman of Directors
109. The Directors may from time to time appoint committees consisting of one or more members of their body, as they think fit, and may delegate any of their powers to such committees and from time to time revoke the same, and discharge any such committee wholly or in part. Any committee so formed shall, in the exercise of the power so delegated conform to any regulations that may be imposed upon them by the Board. Power of Directors to appoint Committees
110. A committee may elect a chairman of their meetings. If no such chairman be elected, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the same the members present shall choose one of their number to be the chairman of such meeting. Chairman of Committees
111. Committees may meet and adjourn as they think proper, questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the Chairman of the meeting shall have a second or casting vote. Meetings of Committees
112. Article 106 shall apply *mutatis mutandis* to all meetings held by committees appointed or formed by the Directors pursuant to Article 109 or otherwise. Meetings of Committees by means of contemporaneous linking
113. All acts bona fide done by any meeting of Directors, or by a committee of Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and All acts done by Directors to be valid

was qualified to be a Director.

114. A resolution in writing, signed by all Directors for the time being entitled to receive notice of a meeting, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Directors.
- Resolution signed by Directors to be valid

MINUTES

115. The Directors shall cause minutes to be made in books to be provided for the purpose :--
- Minutes to be made
- (a) Of all appointments of officers made by the Directors;
 - (b) Of the names of all the Directors present at each meeting of Directors and of committees of Directors;
 - (c) Of all resolutions passed and proceedings held by and at all meetings of the Company, and of the Directors and committees of Directors.
116. Any such minutes as aforesaid, if purporting to be signed by the Chairman of the meeting at which such appointment were made, or such Directors were present, or such resolutions were passed or proceedings had (as the case may be) or by the Chairman of the next succeeding meeting of the Company or Directors or Committee (as the case may be) shall be sufficient evidence of the facts therein stated without further proof.
- Prima facie evidence

MANAGING DIRECTORS

117. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period, at such remuneration and upon such terms as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Directors themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, but a salary shall not include a commission on or percentage of turnover, and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office.
- Appointment of Managing Director or Directors
118. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall, ipso facto and immediately, cease to be a Managing Director.
- Managing Director not subject to retirement by rotation
119. The Directors may from time to time entrust to and confer upon a Managing Director for the time being, such of the powers exercisable under these presents by the Directors as they may think and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with, or to the exclusion of
- Power of Managing Director

and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

LOCAL MANAGEMENT

120. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality in such manner as they think fit, and the provisions contained in the three next following Articles shall be without prejudice to the general powers conferred by this Article. Local Management
121. The Directors may from time to time and at any time establish any local board or agency for managing any of the affairs of the Company in any such specified locality and may appoint any person or company to be members of such local board, or managers or agents, and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person or company so appointed any of the powers, authorities and discretions for the time being vested in the Directors other than their power to make calls and may authorise the members for the time being of any such local board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation. Local branch or agency
122. The Directors may at any time and from time to time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees or managers of the Company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit. Attorney of the Company
123. Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in them. Sub-delegation of powers

RESERVE FUNDS

124. The Directors may before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a Reserve Fund, which shall, at the discretion of the Directors, be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or repairing, maintaining or adding to the property of the Company, or otherwise promoting the interest of the Company, or shall, with the sanction of the Company, in General Meeting, be as to be the whole or in Directors may form reserve fund and invest

part applicable for equalising dividends or for distributions 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 may from time to time determine. The Directors may divide the Reserve Fund into such special funds as they think fit with full 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 invest the sums from time to time set apart as a Reserve Fund upon such securities as they may select, subject to Article 5 hereof.

125. 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 including accretion to capital accruing on the sale or shown by a valuation or revaluation of any property or assets of the Company, 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 on 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 proportions 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 to 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. Capitalisation
126. A General Meeting may resolve that any surplus monies arising from the realisation or revaluation of any capital assets of the Company or any investments representing the same, or any other undistributed profits of the Company not subject to charge from income tax be distributed among the members on the footing that they receive the same as capital. Distribution on realisation or revaluation of assets
127. For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, any may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fraction of less value than RM1/- may be disregarded in order to adjust the right to all parties, and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 54 of the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend bonus or capitalised fund, and such appointment shall be effective. Directors may issue fractional certificates in distribution

DIVIDENDS

128. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend and to the provisions of these Articles as to the Reserve Fund, the Payment of Dividends to Ordinary

- Profits of the Company which it shall from time to time be determined to distribute by way of dividend, shall be applied in payment of dividends upon the Ordinary Shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls. Shareholders
129. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment. General Meeting to declare dividends
130. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend. No Dividend larger than recommended by Directors
131. No dividend shall be payable except out of the profits of the year or any other undistributed profit of the Company but this proviso shall be without prejudice to the right of the Directors to apply any part of any such reserve funds as may represent undistributed profits to provide, make up, equalise, or increase any dividend or to pay a bonus from time to time. No dividend shall carry interest as against the Company. Creation of Reserve Fund
132. The declaration of the Directors as to the amount of the net profit of the Company shall be conclusive. Directors' Declaration Conclusive
133. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies. Payment of Interim Dividend
134. Any General Meeting declaring a dividend may, upon the recommendation of the Directors, resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares debentures or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways; and any General Meeting may, upon the recommendation of the Directors resolve that any moneys, investments or other assets forming part of the undivided profit of the Company standing to the credit of the reserve fund or funds or other special account or in the hands of the Company and available for dividend and including any profits arising from the sale or revaluation of the assets of the Company or any part thereof or by reason of any other accretion to capital assets (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distribution by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares of the Company or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. For the purpose of giving effect to any resolution under this Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than one dollar may be disregarded in order to adjust the rights of all parties Form of Payment of Dividends

and may vest any such cash or specified assets in Trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with the provisions of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

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| 135. | The Directors may deduct from any dividend payable to any Member all such sums of money (if any) as may be due and payable by him to the Company on any account. | Debts may be deducted |
| 136. | Notice of any dividend that may have been declared shall be given to the Members in manner hereinafter mentioned. | Notice of dividend |
| 137. | No unpaid dividend or bonus shall bear interest as against the Company. | Unpaid dividend not to bear interest |
| 138. | Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member entitled, or, in the case of joint holders, to that one whose name stands first on the register in respect of their joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. | Dividend warrants to be sent to members by post |
| 139. | The Company shall not be responsible for the loss of any cheque, draft, dividend warrant, or post office order which shall be sent by post duly addressed to the member for whom it is intended. | Company not responsible for loss in post |
| 140. | A transfer of shares shall not pass the right to any dividend or bonus declared thereon before the registration of the transfer. | Effect of transfer |

APPROPRIATION OF PROFITS

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| 141. | Subject to the provisions of the Memorandum of Association and after setting aside or carrying to Reserve Fund or otherwise dealing with such part thereof as the Directors may recommend and the Company in General Meeting may determine, the profits of the Company shall be divisible among the members in proportion to the amount paid up on the shares held by them respectively. | Application of profits |
| 142. | The Directors may enter into such Policies or contracts of assurance and other contracts in such form and upon such rates and terms and under such conditions provisions and stipulations as they shall think fit. | Power to enter into policies |
| 143. | Subject to the unanimous approval of the Members and the laws, regulations and guidelines issued by any regulatory authority for the time being in force which are applicable to the Company, the Directors shall have the power to grant credit facility to any person or to act as a guarantor for a credit facility granted to any person. For the purposes of this Article, "credit facility" shall have the meaning given to it in the Insurance Act 1996. | Power to grant |
| 144. | The Directors may in their discretion from time to time or at any time reduce either partially or wholly the amount or extent of the risk for which the Company may be liable in respect of any such policy of insurance or transaction, by effecting a policy of insurance, or otherwise with any other | Power to reinsure |

person or company for that purpose upon such terms as they may arrange in each such case with such other person or company.

ACCOUNTS

145. 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. Directors to keep proper accounts
146. The books of account shall be kept at the office of the Company or at such other place within Malaysia as the Directors shall think fit, and shall at all times be open to inspection by the Directors but except with the sanction of the Directors, no other person shall be entitled to inspect any books or documents or account of the Company unless he is authorised so to do by law or by these Articles or by a resolution of the Company in General Meeting. Books where to be kept
147. 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 account, balance sheet and reports as are referred to in that Section. Profit and loss account and balance sheet

AUDIT

148. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors and the provisions of the Act in regard to audit and auditors shall be observed. Accounts to be audited
149. Every account and balance sheet presented to and Ordinary Meeting of the Company shall, when approved by such meeting, be binding and conclusive upon every Member of the Company and upon all persons having an interest in any shares or stock in the Company. Audited account to be conclusive

NOTICES

150. A notice may be served by the Company upon a Member:- Service of notice by Company
- (a) by delivering to such Member in person; or
 - (b) by sending it by letter, mail or courier to such Member's address in the Register of Members; or
 - (c) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such Member to the Company for such purpose.
151. Every member may from time to time notify in writing to the Company some place in Malaysia or Singapore to be registered as his address and such place shall for all purposes be deemed his registered place of address. Address for service to members
152. If a Member has no registered address in Malaysia or Singapore and has not Notice may be

supplied to the Company an address within Malaysia or Singapore for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly given to him on the day on which the advertisement appears.

given by
advertisement

153. All notices directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the register in respect of such share, and notice so given shall be sufficient notice to the holders of such share.

Notice to joint
holders

154. Any summons, notice, order, or other document required to be sent to or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or such officer at the office.

Service on
Company

155. Any notice by the Company, if served by post, shall be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post. A certificate in writing signed by any Director, Secretary or other officer of the Company, that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

Where service
effected

156. Every person who by operation of law, transfer, transmission or other means whatsoever shall become entitled to any shares shall be bound by every notice in respect of such shares which, previously to his name and address being entered on the register, shall be duly given to the person from whom he derives his title to such shares.

Transfers to be
bound by prior
notices

157. Any notice or document delivered or sent by post or left at the registered address of any Member in pursuance of these presents, shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his death, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents, be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators or successors and all persons, if any, jointly interested with him or her in any such shares.

Notice valid
though member
deceased

The signature to any notice to be given by the Company may be written or printed.

WINDING UP

158. If the Company, shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay or be in excess of the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be, the losses or the gains shall be borne or enjoyed by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively. But this Article is to be without prejudice to the rights of the

Distribution on
winding up

holders of shares issued upon special terms and conditions.

159. (a) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them as the liquidator or liquidators with the like sanction shall think fit. Distribution among contributories
- (b) 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 to be notified to all members not less than seven days before the meeting at which it is to be considered.

INDEMNITY

160. 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. Directors

Company No.
9827-A

Names, Addresses and Description of Subscribers.

LESLIE KENNETH CHEAH,

No. 6, Lorong Bukit Pantai Dua,

Pantai Hills,

Kuala Lumpur.

Company Executive.

TAN SRI TAIB BIN HAJI ANDAK,

No. 23, Jalan Mayang,

Kuala Lumpur.

Company Director.

Dated this 5th day of August, 1970.

Witness to the above Signatures --

HEW KIANG MAIN
Certified Public Accountant (Malaysia)
Bangkok Bank Building (6th Floor),
105, Jalan Bandar,
Kuala Lumpur.