

APPENDIX A

PROPOSED ADOPTION OF NEW CONSTITUTION

OF



HENG HUAT RESOURCES GROUP BERHAD

(Company No. 969678-D)
(Incorporated in Malaysia)

This is the Appendix A referred to in the Agenda No. 8 (Special Resolution 1) of the Notice of 8th Annual General Meeting (“AGM”) of Heng Huat Resources Group Berhad dated 22 April 2019.

Date and time of the 8 th AGM	: Tuesday, 21 May 2019 at 9.30 a.m.
Venue of the 8 th AGM	: Majestic Hall, 1st Floor, Bukit Jawi Golf Resort Berhad, Lot 414, MK 6, Jalan Paya Kemian Sempayi, 14200 Sungai Jawi, Seberang Perai Selatan, Pulau Pinang

THE COMPANIES ACT 2016
A COMPANY LIMITED BY SHARES

**THE CONSTITUTION
OF
HENG HUAT RESOURCES GROUP BERHAD**

1. INTRODUCTION

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| 1.1 | Heng Huat Resources Group Berhad (“the Company”) was incorporated in Malaysia on 25 November 2011. | Company
incorporation |
| 1.2 | The Company is a public company limited by shares. | Type of company |
| 1.3 | The registered office of the Company shall be situated in Malaysia. | Registered office |
| 1.4 | The liability of the Members of the Company is limited. | Liability of
members |
| 1.5 | The Third Schedule of the Act shall not apply to the Company except in so far as the same are repeated or contained in these presents. | Exclude Third
Schedule of the
Act |

2. DEFINITION AND INTERPRETATION

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| 2.1 | (a) In these Constitution, unless the context otherwise requires:- | Definition |
| | Act | - the Companies Act 2016 and any statutory modification, amendment or re-enactment thereof and any other legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company; |
| | Appointing Director | - a Director who appoints an alternate Director under Article 23. |
| | Article | - any provisions in these Constitution as originally framed or as altered from time to time; |
| | Auditors | - the auditors for the time being of the Company; |
| | Board | - the board of Directors of the Company; |
| | Bursa Depository | - Bursa Malaysia Depository Sdn Bhd and/or its nominee; |
| | Bursa Securities | - the Bursa Malaysia Securities Berhad; |
| | Central Depositories Act | - the Securities Industry (Central Depositories) Act, 1991, as it may be amended, modified or re-enacted from time to time; |
| | Chairman | - the Chairman for the time being of the Board; |
| | CMSA | - the Capital Markets and Services Act 2007, as amended, modified or re-enacted from time to time; |
| | Company | - Heng Huat Resources Group Berhad (Company No. 969678-D), the abovenamed Company by whatever name from time to time called; |
| | Constitution | - these Constitution as originally framed or as altered from time to time by Special Resolution; |

Directors	- the directors for the time being of the Company;
Deposited Securities	- a security standing to the credit of a securities account and includes a security in a securities account that is in suspense.
Exempt Authorised Nominee	- an authorised nominee, as defined under the Central Depositories Act, which is exempted from compliance with the provisions of Section 25A (1) of the Central Depositories Act;
Guidance	- any practice directive, circular, guidelines, or regulations issued under the Act or by the Registrar of Companies;
Listing Requirements	- the ACE Market Listing Requirements of Bursa Securities including any amendments thereto that may be made from time to time;
Market Day	- any day on which the stock market of Bursa Securities is open for trading in securities;
Member	- any person for the time being holding shares in the Company and whose name appears in the Register of Members and depositors whose names appear on the Record of Depositors (except Bursa Malaysia Depository Nominees Sdn Bhd);
Office	- the registered office for the time being of the Company;
Ordinary Resolution	- a resolution which has been passed by a simple majority of more than half of such members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy;
Record of Depositors	- the record of depositors provided by Bursa Depository to the Company under Chapter 24.0 of the Rules of the Bursa Depository;
Register of Members	- the register of members to be kept pursuant to the Act;
Registrar of Companies	- the Registrar of Companies designated under Section 20A(1) of the Companies Commission of Malaysia Act 2001;
Rules	- the Rules of the Depository and any appendices thereto as they may be amended or modified from time to time
SCMA	- the Securities Commission Malaysia Act 1993;
Seal	- the common seal of the Company;
Secretary	- any person or persons appointed to perform the duties of the secretary of the Company;
Securities	- securities as defined in Section 2 of the CMSA;
Securities Commission	- the Securities Commission Malaysia established under SCMA;
Special Resolution	- a resolution of which a notice of not less than twenty-one (21) days has been given and which has been passed by a majority of not less than seventy-five per centum (75%) of such members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy.

(b) Unless otherwise defined herein, words and expressions defined in the Act shall when used herein bear the same meanings.

- (c) A reference to a statute or a statutory provision herein shall be deemed to include any modification, re-enactment or consolidation thereof and any regulations, rules, orders or other statutory instruments made pursuant thereto.
- (d) Expressions referring to “writing” shall include, unless the contrary intention appears, references to printing, lithography, photography and any other modes of representing or reproducing words, letters, figures or marks in a visible form or in any other form or manner, whether in hard copy or in electronic form sent by way of an electronic communication or otherwise in a form that allows the document and/or information to be easily accessible and reproduced into written, electronic or visible form.
- (e) Expressions referring to “electronic communications” shall include, but shall not be limited to, unless the contrary intention appears, references to delivery of documents or information in electronic form by electronic means to the electronic mail address or any other address or number of the addressee, as permitted by the Act and Listing Requirements.

2.2 (a) Unless these be something in the subject or context inconsistent therewith:- Interpretation

- (i) words denoting the singular number only shall include the plural and vice versa;
 - (ii) words denoting the masculine gender only shall include the feminine and neuter gender and vice versa;
 - (iii) words denoting persons shall include firms, partnership, companies and corporations;
 - (iv) the abbreviation “RM” or “Ringgit Malaysia” means the lawful currency of Malaysia.
- (b) Where a word or phrase is given a defined meaning in these Constitution, any other grammatical form in respect of such word or phrase has a corresponding meaning.
- (i) Any reference in these Constitution to a numbered Article shall be construed as a reference to the Article bearing that number in these Constitution.
 - (ii) The headings and sub-headings in these Constitution are inserted for convenience of reference only and shall not affect the interpretation and construction of the provision therein.
- (c) The reference to “any act or thing done” includes, but is not limited to, the making of a determination or the passing of a resolution, the granting or exercise of a power (including delegated power), the execution of a document or the appointment or removal of any person from an office or position.

3. OBJECTS AND POWERS

3.1 The objects among others, for which the Company is established are:- Objects

- (a) To acquire and hold for investment shares, stock, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company or private undertaking or syndicate of persons constituted or carrying on business in Malaysia or elsewhere and to exercise and generally to enforce and exercise all rights and powers conferred by or incidental to the ownership thereof and in particular to sell, transfer, exchange or otherwise dispose of the same.

- (b) To take part in the formation, management or 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.
- (c) To provide guarantee or become liable for the payment of money or for the performance of any contracts, duty or obligations by any person or persons, firm or company and to secure by way of charge over the Company's assets or otherwise to undertake in any way the repayment of money lent or advanced to or the liabilities incurred by any person or persons, firm or company.

3.2 The Company has the full rights, powers and privileges given by Section 21 of the Act. Unlimited capacity

4. SHARE CAPITAL

4.1 The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise. Issues of Shares

4.2 The Company shall have the power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company. Alteration of share capital

4.3 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the Listing Requirements, the Act and to the conditions, restrictions and limitations as expressed in these Constitution and to the provisions of any resolution of the Company, the Board may issue, allot, grant options over, or otherwise dispose of unissued shares in the Company to such persons at such price, on such terms and conditions, with such preferred, deferred or other special rights and subject to such restrictions and at such times as the Board may determine, provided that:- Allotment of shares

(a) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Constitution and in the resolution creating the same;

(b) every issue of shares or options to employees and/or Directors shall be approved by the Members in general meeting provided that such approval shall specifically detail the number of shares or options to be issued to the Directors.

4.4 Subject to the Act, any preference shares may with the sanction of an Ordinary Resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed and the Company shall not issue preference shares ranking in priority over preference shares already issued but may issue preference shares ranking equally therewith. Preference shareholders shall have: Rights of preference shareholders

(a) the right to vote at any meeting convened in each of the following circumstances:-

- (i) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;
 - (ii) on a proposal to reduce the Company's share capital;
 - (iii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (iv) on a proposal that affects the rights attached to the preference shares;
 - (v) on a proposal to wind up the Company; and
 - (vi) during the winding up of the Company.
- (b) the same rights as a holder of ordinary shares in relation to receiving notices, reports, audited financial statements and attending meetings of the Company.

4.5 Notwithstanding Article 4.4 hereof, the repayment of preference share capital other than redeemable preference shares or any alteration of preference shareholders' rights shall only be made pursuant to a Special Resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing obtained from the holders of not less than seventy-five per centum (75%) of the issued shares total voting rights of the members of the preference share capital concerned within two (2) months of the meeting shall be as valid and effectual as a Special Resolution carried at the meeting.

Repayment of preference capital

5. VARIATION OF RIGHTS

- 5.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of not less than seventy-five per centum (75%) of the issued shares total voting rights of the members of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting the provisions of these Constitution relating to general meetings of Members shall mutatis mutandis apply so that the necessary quorum shall be two (2) persons at least holding or representing by proxy at least one-third (1/3) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such Special Resolution the provisions of Section 292 of the Act shall apply with such adaptations as are necessary.
- Modification of class rights
- 5.2 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards to participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.
- No alteration of rights by issuance of new shares
- 5.3 The Company may exercise the powers of paying commissions conferred by the Act, provided that the rate or the per centum of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. Such commission may be satisfied by the payment of cash or the allotment of fully paid up shares or partly paid up shares or by a
- Commission on subscription of shares

combination of any of the aforesaid methods of payment. The Company may, on any issue of shares, also pay such brokerage as may be lawful.

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| 5.4 | Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest or returns on the amount of such share capital as is for the time being paid up for the period, and subject to the conditions and restrictions mentioned in Section 130 of the Act and may charge the same to the share capital as part of the cost of construction of the works or buildings or the provision of the plant. | Interest on share capital during construction of works on building |
| 5.5 | Except as required by law and subject to Article 8.1 of these Constitution, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or unit of share or (except only as by these Constitution or by law otherwise provided) any other rights in respect of any share except in an absolute right to the entirety thereof in the registered holder. | Trusts not to be recognised |
| 5.6 | The Company may issue jumbo certificates in respect of shares or securities in favour of Bursa Depository as may be directed by the Securities Commission or Bursa Depository pending the crediting of shares or securities into the securities account of the person entitled to such shares or securities or as may be prescribed by the Central Depositories Act and the Rules PROVIDED ALWAYS that every certificate shall be issued under the Share Seal or Seal in such form as the Board shall from time to time prescribe and shall bear the facsimile signature of at least one Director and a second Director or the Secretary or some other person appointed by the Board, and shall specify the number and class of shares or securities to which it relates and the issue price of the shares or securities. | Share certificates |
| 6. CALLS ON SHARES | | |
| 6.1 | The Board may from time to time make calls upon the Members as the Board may think fit in respect of any amount unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times. Each Member shall (subject to receiving at least fourteen (14) days' notice specifying the date, time or times and place of payment except in the case of calls payable at fixed times pursuant to the conditions of allotment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine. | The Board may make calls |
| 6.2 | A call shall be deemed to have been made at the time when the resolution of the Board authorized the call was passed. Any call may be made payable either in one sum or by instalments. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member until his name have been entered in the Register of Members and the Record of Depositors and he shall have paid all calls for the time being due and payable on every share held by him together with interest and expenses (if any). | When call deemed made |
| 6.3 | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest or compensation on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent (8%) per annum as the Board may determine but the Board shall be at liberty to waive payment of the interest or compensation in whole or in part. | Interest on unpaid calls |
| 6.4 | Any sum which by the terms of issue of a share is made payable on allotment | Terms of issue |

- or at any fixed date shall for the purpose of these Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in the case of non- payment, all the relevant provisions of these Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified. may be treated as call
- 6.5 The Board may, on the issue of shares, differentiate between the holders as to the amount of calls or instalments to be paid and the times of payment of such calls. Difference in calls
- 6.6 The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the money payable in respect of any share held by him beyond the amount of the calls actually made thereon and upon all or any part of the money so advanced, the Company may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum as may be agreed upon by the Board and the Member paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, sums paid in advance of calls shall not, until the same would but for such advance has become payable be treated as paid up on the shares in respect of which they have been paid. Calls may be paid in advance
- 7. LIEN**
- 7.1 The Company shall have a first and paramount lien on every share (not being a fully paid up share), such lien to be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, if the shares were acquired under an employee share option scheme, amount which are owed to the Company for acquiring them; and to such amount as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member. The Company's lien, if any, on share shall extend to all dividends payable thereon and other moneys payable thereon or in respect thereof. The Board may at any time declare any share to be wholly or in part exempted from the provisions of this Article. Company's lien on shares
- 7.2 The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made until such time as a sum in respect of which the lien exists is presently payable and until there is default in payment of the same at the expiration of fourteen (14) days from a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof. Lien may be enforced by sale of shares
- 7.3 To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and the Board shall not be bound to see to the application of the purchase money, nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The Board may effect transfer
- 7.4 The proceeds of the sale after payment of the amount of all costs of such sale and of any attempted sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a similar lien for sums not presently payable which exists over the shares before the sale) be paid to the person entitled to the shares at the date of the sale or his Application of proceeds of sale

executors, administrators or assignees or as he directs.

8. INFORMATION OF SHAREHOLDING

- 8.1 The Company may by notice in writing require any Member within such reasonable time as is specified in the notice:-
- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and
- (b) if he holds them as trustee, to indicate so far as he can the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.
- 8.2 Where the Company is informed in pursuance of a notice given to any person under Article 8.1 hereof or this Article that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:-
- (a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and
- (b) if he holds the interest as trustee, to indicate so far as he can the persons for whom he holds such interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.
- 8.3 The Company may by notice in writing require a Member to inform the Company, within such reasonable time as is specified in the notice, whether any of the voting rights carried by any voting shares in the Company held by him are the subject of an agreement or arrangement under which another person is entitled to control his exercise of those rights and, if so, to give particulars of the agreement or arrangement and the parties to such agreement or arrangement.
- 8.4 Where by the exercise of reasonable diligence the Company is unable to discover the whereabouts of a member for a period of not less than ten (10) years, the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register of Members and the Record of Depositors as the address of the Member stating that the Company after expiration of thirty (30) days from the date of the advertisement intends to transfer the shares to the Minister charged with responsibility for finance.
- 8.5 If after the expiration of thirty (30) days from the date of the advertisement the whereabouts of the Members remains unknown, the Company may cause the shares held by Member in the Company to be transferred to the Minister charged with responsibility for finance.

9. TRANSFER OF SECURITIES

- 9.1 The transfer of any listed security or class of any listed security of the Company, shall be by way of book entry by Bursa Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities which have been deposited with Bursa Depository by the Company.
- 9.2 No shares shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

9.3 Nothing in these Articles shall preclude the Directors from recognizing a renunciation of the allotment of any share by the allottee in favour of some other person. Renunciation of allotment of shares by allottee

10. TRANSMISSION OF SHARES

10.1 In the case of the death of a Member, the persons recognized as having any title to the deceased Member's interest in the share shall be: Death of Member

(a) where the deceased was a sole holder, the legal personal representatives; and

(b) where the deceased was a joint holder, the survivor,

but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

10.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have a person nominated by him registered as the transferee thereof, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy. Provided always that where the share is a Deposited Security, subject to the Rules, a transfer of the share may be carried out by the person so becoming entitled. Share of deceased or bankrupt Member

10.3 If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the shares. All the limitations, restrictions and provisions of these Constitution relating to the rights to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member. Notice of election

10.4 Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, as the case may be, shall upon the production of such evidence as may from time to time be properly required by the Board and upon registration as a Member be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of Members or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt. Person entitled or may receive dividend, etc.

10.5 Where:- Transmission of securities between registers

(a) the securities of the Company are listed on another stock exchange; and

(b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be under the Rules in respect of such securities,

the Company shall upon the request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the

other stock exchange to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.

11. FORFEITURE OF SHARES

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| 11.1 | If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remain unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest at the rate which the Board may determine from time to time from the date appointed for the payment, on the money, for the time being unpaid if the Board thinks fit to enforce payment of such interest or compensation, which may have accrued. | Notice requiring payment |
| 11.2 | The notice under Article 11.1 shall name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and place appointed the shares in respect of which the call was made will be liable to be forfeited. | Particulars in notice |
| 11.3 | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. The Directors may accept the surrender of any share liable to be forfeited hereunder. | Forfeiture |
| 11.4 | A share so forfeited shall become the property of the Company and may be re-allotted, sold or otherwise disposed of on such terms and in such manner as the Board thinks fit and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board thinks fit. | The Board may cancel forfeiture |
| 11.5 | A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest or compensation at the rate of eight per cent (8%) per annum or such other rate as may be allowed under the Act and determined by the Board to be calculated from the date of forfeiture on the money for the time being unpaid if the Board thinks fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares. | Liability of member in respect of forfeited shares |
| 11.6 | The forfeiture of a share shall at the time of forfeiture result in the termination of all interests 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 shareholder whose share is forfeited and the Company, except only such of those rights, liabilities as are by this Constitution expressly saved or as are by the Act given or imposed in the case of past Members. | Termination of interest |
| 11.7 | A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. | Evidence of forfeiture |
| 11.8 | The Company may receive the consideration, if any, given for a forfeited share on any sale, re-allotment or disposition thereof and may execute the transfer of the share in favor of the person to whom the share is sold or disposed of and | Procedure for sale of forfeited shares |

he shall be registered as the shareholder and shall not have his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators or assignees or as he directs.

11.9 The provisions of these Article as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified. Applicability of provision on forfeiture

11.10 Where any share has been forfeited in accordance with these Constitution, notice of the forfeiture shall be given within fourteen (14) days of such forfeiture to the holder of the share or the person entitled to the share by reason of the death or bankruptcy, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members and the Record of Depositors opposite to the shares. Notice of forfeiture

12. CONVERSION OF SHARES INTO STOCK

12.1 The Company may by Special Resolution passed at a meeting of Members convert any paid-up shares into stock or re-convert any stock into paid up shares of any number. Conversion to be at meeting of Members

12.2 Subject to Article 12.1, the stockholders may transfer the stocks or any part of the stocks in the same manner as the transfer of shares from which the stock arose may, before the conversion, have been transferred or be transferred in the closest manner as the circumstances allow. The Directors may from time to time fix the minimum amount of stock transferable and may restrict or forbid the transfer of fractions of that minimum. Transfer of stock

12.3 The stockholders shall according to the amount of the stock held by them, have the same rights, privileges and advantages as regards to dividends, return of capital, voting at meetings of Members and other matters as if they held the shares from which the stock arose, but no such privileges or advantages (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by such part of stock which would not, if existing shares, have conferred that privileges or advantages. Participation of stockholders

12.4 Such of these Articles as are applicable to paid up shares shall apply to stock and the words "share" and "shareholder" therein shall include "stock" and "stockholder" respectively. Definition

13. INCREASE OF CAPITAL

13.1 The Company may from time to time, by Ordinary Resolution increase its share capital by the issue of new shares carrying such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution 11 authorizing such increase directs. Power to increase capital

13.2 Subject to any direction to the contrary that may be given by the Company in a meeting of Members, all new shares or other convertible securities of whatever kind, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of meetings of Members in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made Offer of new shares

by notice specifying the number of shares or securities offered and limiting a time within which the offer, if not accepted shall be deemed to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Board may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Board may also dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Board, be conveniently offered under this Article.

13.3 All new issues of securities by the Company for which listing is sought shall be made by way of crediting the securities accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with the Listing Requirements. For this purpose, the Company must notify the Bursa Depository of the names of the allottees and all such particulars required by the Bursa Depository, to enable the Bursa Depository to make the appropriate entries in the securities account of such allottee.

New issues of shares

13.4 Except so far as otherwise provided by the conditions of issue or by these Constitution, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise. Unless otherwise provided in accordance with these Constitution the new shares shall be ordinary shares.

Part of original capital

14. ALTERATION OF CAPITAL

14.1 The Company may alter its share capital by passing a Special Resolution to:-

Power to alter capital

(a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the shares from which the subdivided share is derived;

(b) subdivide its shares or any of the shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the shares from which the subdivided share is derived; and

(c) subject to the provisions of these Constitution and the Act, convert and/or re-classify any class of shares into any other class of shares.

14.2 The shareholders can pass a special resolution to reduce in any way the Company's share capital in accordance with Subdivision 4 of Division 1 of Part III of the Act, whether with the confirmation of the Court or a solvency statement.

Power to reduce capital

14.3 The Company may, subject to it obtaining such approval from the relevant authorities (if required) and to its compliance with the Act, Listing Requirements, Central Depositories Act, Rules and these Constitution (where applicable), purchase its own shares. Any shares so purchased by the Company shall be dealt with in accordance with the Act and the relevant guidelines or requirements issued by Bursa Securities and/or any other relevant authority from time to time. The provisions of Articles 14.1 and 14.2 hereof shall not affect the power of the Company to cancel any shares or reduce its share capital pursuant to any exercise of the Company's powers

Buying back shares

under this Article.

15. MEETINGS OF MEMBERS

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| 15.1 | The Company shall in each year hold an annual general meeting in addition to any other meetings in that year, within six (6) months of the Company's financial year end and not more than fifteen (15) months after the last preceding annual general meeting. | Annual general meeting |
| 15.2 | The main venue of all meetings of members and annual general meetings shall be within Malaysia at such time, day and place as the Board shall determine. The chairperson shall be present at that main venue of the meeting. The Board may whenever it so decides by resolution convene a meeting of Members other than annual general meeting. | Meeting of Members |
| 15.3 | In addition, a meeting of Members other than an annual general meeting shall be convened on such requisition as referred to in Section 311 of the Act or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 311 of the Act, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act. Any meeting convened by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board. | Requisition of meetings |
| 15.4 | The meeting of Members may be held at more than one (1) venue using any technology or method that enables the Members to participate and to exercise the Members' rights to speak and vote at the meeting. | Meetings of members at two or more venues |
| 15.5 | Every notice of an annual general meeting shall specify the meeting as such, and every meeting convened for passing a Special Resolution shall state the intention to propose such resolution as a Special Resolution. The notices convening meetings of Members shall specify the place, date and time of the meeting, and the general nature of business of the meeting. | Notice of meeting |

Notice must be given to the Members of the Company. At least 21 clear days' written notice must be given for every annual general meeting. For every other general meeting, at least 14 clear days' written notice must be given. If a special resolution is proposed for that general meeting, at least 21 clear days' written notice must be given. If special notice of an intention to move a resolution is required under the Act, those requirements must also be complied with. A notice called to consider special business must be accompanied by a statement regarding the effect of any resolution in respect of such special business.

Notice must also be given to the Auditor, the Board, Bursa Securities and any other stock exchange on which the Company is listed. Notices of meetings must also be advertised in at least 1 nationally circulated daily newspaper in Bahasa Malaysia or English at least 21 clear days (where an annual general meeting or a special resolution is proposed) or 14 clear days (where some other general meeting is proposed).

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| 15.6 | Subject always to the provisions of Section 323 of the Act, no business shall be transacted at a meeting of Members except business of which notice has been given in the notice convening the meeting. An annual general meeting shall be held to transact the business in accordance with the Act, which include the declaring a dividend, laying of audited financial statements and the reports of the Directors and Auditors, the election of Directors in place of those retiring, the appointment and the fixing of the Directors' fees and benefit, and the appointment and fixing of the remuneration of the Auditors in accordance with the Act. The notice convening a meeting to consider a Special or Ordinary | Business at meetings |
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Resolution shall specify the intention to propose the resolution as a Special or Ordinary Resolution, as the case may be.

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| 15.7 | In every notice calling a meeting of Members there shall appear with reasonable prominence a statement that a Member entitled to attend and vote, is entitled to appoint proxy(ies) in accordance with Article 17.1 hereof, to attend, participate, speak and vote instead of him. | Requirement in notice calling meeting |
| 15.8 | The accidental omission to give notice of any meeting to or the non-receipt of notice of a meeting by any person entitled to receive such notice shall not invalidate any resolutions passed or the proceedings at any such meeting. | Omission to give notice |
| 15.9 | The Company shall request Bursa Depository in accordance with the Rules, to issue a Record of Depositors to whom notices of meetings of Members shall be given by the Company. The Company shall also request Bursa Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) Market Days before the general meeting (hereinafter referred to as the "General Meeting Record of Depositors"). | Record of Depositors |

Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a depositor shall not be regarded as a member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the general meeting Record of Depositors.

16. PROCEEDINGS AT MEETINGS OF MEMBERS

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| 16.1 | No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person or by proxy shall be a quorum. For the purposes of these Constitution, "Member" includes a person attending as a proxy or representing a corporation which is a Member. | Quorum |
| 16.2 | If within half (1/2) an hour from the time appointed for the meeting a quorum is not present, the meeting: <ul style="list-style-type: none"> (a) if convened upon the requisition of Members shall be dissolved; or (b) in any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following that public holiday) at the same time and place or to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half (1/2) an hour from the time appointed for holding the adjourned meeting, the meeting shall be dissolved. For the purpose of this Article, "business day" means a day (not being a Saturday, Sunday or public holiday) on which the stock market of Bursa Securities is open for trading in securities. | Adjournment |
| 16.3 | The Chairman (if any) shall preside as the chairperson at every general meeting of the Company. If there is no such Chairman or if the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present shall choose one (1) of the Directors to act as the chairperson of the meeting, or if one (1) Director only is present he shall preside as the chairperson if he is willing to act. If no Director is chosen who shall be willing to act, the Member(s) or proxy(ies) present and entitled to vote shall elect one (1) among themselves to be the chairperson of the meeting. | Chairperson of meeting of Members |
| 16.4 | The chairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time | Adjournment with consent of |

to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

meeting

16.5 Subject to the Listing Requirements, at any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

Voting on resolutions

- (i) by the chairperson of the meeting; or
- (ii) by at least three (3) Members present in person or by proxy and entitled to vote; or
- (iii) by any Member or Members present in person or by proxy and representing not less than ten per centum of the total voting rights of all Members having the right to vote at the meeting, excluding any voting rights attached to any shares in the Company held as treasury shares; or
- (iv) by any Member or Members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than ten per centum of the total paid up shares conferring that right, excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares.

Unless a poll is so demanded, a declaration by the chairperson of the meeting that a resolution has on a show of hands been carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolutions. The demand for a poll may be withdrawn.

16.6 A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was taken. The Company shall appoint at least one (1) scrutineer for the purposes of a poll in accordance with the applicable laws and may, in addition to the power of adjourning meetings contained in Article 16.4 hereof adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.

Polls

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

The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices. Such votes shall be counted by the poll administrator, and verified by the scrutineer(s), as may be appointed by the Company for the purpose of determining the outcome of the resolution(s) to be decided on poll.

16.7 The chairperson of the meeting declares whether or not the resolutions put to vote at a meeting of Members are carried, based on the poll results, which show the total number of votes cast on the poll (together with the percentage) in favour of and against the resolution, as informed by the scrutineer.

Evidence of passing of resolutions

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| 16.8 | In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote. | Chairman's casting vote |
| 16.9 | The instrument appointing a proxy to vote at a general meeting shall be deemed also to confer authority to demand, or join in demanding a poll and, for the purpose of the last preceding Article, a demand by a person as proxy for member shall be the same as a demand by the member. | Deemed authority to demand poll |
| 16.10 | If any votes shall have been counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting or at any adjournment thereof and unless in the opinion of the Chairman at the meeting or any adjournment thereof as the case may be, it shall be of sufficient importance to vitiate the result of the voting. | Error in Count of Votes |
| 16.11 | The demand for a poll shall not prevent the continuance of meeting for the transaction of any business other than the question on which a poll has been demanded. | Continuance of Meeting |
| 16.12 | Subject to these Constitution and to any rights or restrictions for the time being attached to any shares or classes of shares, at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy or by attorney or by duly authorised representative. Where there is a vote on a show of hands, a shareholder of ordinary or preference shares present at a meeting in person (including, by a representative) or by proxy has 1 vote. Where there is a poll, a shareholder of ordinary or preference shares present in person (including, by a representative) or by proxy has 1 vote for every share which they hold or represent. All of these are subject to any special rights or restrictions which are given to a class of shares or by the Constitution. A proxy or attorney shall be entitled to vote both on a show of hands and on a poll. On a show of hands, any Member who is a proxy for another Member, and any person who is a proxy for more than one (1) Member shall have only one (1) vote. A person entitled to more than one vote need not use all his votes or cast all the votes he uses on a poll in the same way. | Voting rights |
| 16.13 | Any Member being of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote by his committee or by such other person as properly has the management of his estate. Any one of such persons may vote either personally or by proxy or by attorney provided that such evidence as the Directors may require of the authority of such person claiming to vote shall have been deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting. | Vote of Member of unsound mind |
| 16.14 | The legal personal representative of a deceased member or the person entitled under Articles 10.1 to 10.4 to any share in consequence of the death or bankruptcy of any member may vote at any general meeting in respect thereof in the same manner as if he was registered holder of such shares provided that at least forty eight (48) hours before the time holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to any share in consequence of the death or bankruptcy of any member unless the Directors shall have previously admitted his right to vote in respect thereof. | Deceased member |
| 16.15 | Subject to the provisions in Article 15.9 hereof, no Member shall be entitled to be present or to vote on any question either personally or otherwise, as a proxy or attorney at any meeting of Members (including annual general meetings) or upon a poll or be reckoned in the quorum in respect of any shares (a) upon | Member barred from voting while call unpaid |

which calls are due and unpaid; and/or (b) where the instrument of proxy, the power of attorney or other authority, if any, naming another person/party (other than the said Member) as proxy, attorney, or person/party authorised to so act has not been deposited with the Company in accordance with Article 17.3 hereof.

16.16 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

Objection to qualification of voter

16.17 Subject to the provisions of Section 333 of the Act, any corporation which is a Member, may by resolution of its directors or other governing body, authorise a person or persons as it thinks fit to act as its representative or representatives either at a particular meeting of the Company or at all meetings of the Company or any class of members' meeting. The person so authorised shall in accordance with his authority and until his authority is revoked by the corporation be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member of the Company.

Corporate representative

If the corporation authorizes more than one person as its representative:

- (a) every one of the representative is entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if every one of the representative was an individual member of the Company;
- (b) and more than one of the representatives purport to exercise the power under (a), then
 - (i) if the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or
 - (ii) if the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.

16.18 Any Member may require the Company to give a notice of a resolution which may be properly moved at any meeting of Members, or circulate any statement pertaining to such resolution or such other business to be dealt with at the meeting, to the Members entitled to receive notice of a meeting of Members. The Company shall not be bound to give notice of such resolution or circulate any statement unless the Member shall have served at the Office a copy of the requisition signed by the member subject to compliance with Section 323 of the Act:-

Members' power to require circulation of resolutions and statements

- (a) in the case of a requisition requiring notice of a resolution, at least twenty-eight (28) days before the meeting; and
- (b) in the case of any other requisition, at least seven (7) days before the meeting.

The above requisition shall contain (i) the proposed resolution; (ii) a statement of its intention to submit the proposed resolution at that meeting of Members; and (iii) statements of not more than one thousand (1000) words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.

17. PROXY

- 17.1 (1) A member of the Company entitled to attend and vote at a meeting of the Company, or at a meeting of any class of members of the Company, shall be entitled to appoint not more than two (2) proxies to attend, participate, speak and vote in his stead at the meeting. A proxy may vote only as directed in the proxy form. However, if the appointor or representative attends and votes on a resolution, the proxy or attorney shall not be allowed to vote on the same. A proxy may but need not be a member of the Company and there shall be no restriction as to the qualification of the proxy save that the proxy must be of full age. In every notice calling a meeting of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote at a meeting of the Company, or at a meeting of any class of members of the Company, may appoint not more than two (2) proxies to attend and vote at the same meeting.
- (2) A proxy appointed to attend and vote at a meeting of a Company shall have the same rights as the member to speak at the meeting. A proxy shall be entitled to vote (whether by a show of hands or poll) on any question at the meeting. If there are more than one (1) proxy appointed, only the proxy nominated to vote on a show of hands or where no such proxy is nominated, the first named proxy on the form of proxy, is entitled to vote on a show of hands.
- (3) Where a member appoints more than one (1) proxy, he shall specify the proportions of his holdings to be represented by each proxy, failing which the appointment shall be invalid.
- (4) Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in an Omnibus Account, there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each Omnibus Account it holds.
- (5) A member (including, by a representative) can attend, participate, vote and speak at a General Meeting or on a poll even if they have appointed a proxy to attend, participate, vote and speak at that meeting or on that poll. However, the appointment of the proxy will be treated as terminated once that member attends that meeting.
- 17.2 A proxy form must be in writing; and can be in any form which the Board approve. A proxy form given by:
- (a) an individual must be signed by the individual or an attorney who is authorised to act on behalf of the individual; and
- (b) a corporation must be sealed with the corporation's Seal or signed by an officer of the corporation or an attorney who is authorised to act on behalf of the corporation.
- Any signature on an appointment need not be witnessed unless the proxy form requires this.
- 17.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarised certified copy of that power or authority, shall be deposited at the Office or at such other place within Malaysia or in such other manner as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named as proxy in such instrument proposes to vote and in the case of a poll, not less than twenty-four (24) hours before the time

Appointment of proxy

Form of proxy

Delivery of instrument appointing proxies

appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid or for such other period(s) as may be provided or permitted under the Act and stipulated in the form of proxy or in the notice of meetings. The Company may specify a fax number and may specify an electronic address in the notice of meeting, for the purpose of receipt of proxy appointments subject to the Rules, regulations and laws at that time specified therein.

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| 17.4 | <p>(1) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorized by the Directors, may accept the appointment of proxy received by electronic communication on such terms and subject to such conditions as they consider fit. The appointment of proxy by electronic communication shall be in accordance with these Constitution.</p> <p>(2) For the purpose of this Article, the Directors may require such reasonable evidence they consider necessary to determine :-</p> <p style="margin-left: 20px;">(a) the identity of the member and the proxy; and</p> <p style="margin-left: 20px;">(b) where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment.</p> <p>(3) Without prejudice to this Article, the appointment of proxy by electronic communication must be received at the electronic address specified by the Company in any of the following sources and shall be subject to any terms, conditions or limitations specified therein:-</p> <p style="margin-left: 20px;">(a) notice calling the meeting;</p> <p style="margin-left: 20px;">(b) instruments of proxy sent out by the Company in relation to the meeting; or</p> <p style="margin-left: 20px;">(c) website maintained by or on behalf of the Company.</p> <p>(4) An appointment of proxy by electronic communication must be received at the electronic address specified by the Company pursuant to this Article not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.</p> <p>(5) An appointment of proxy by electronic communication which is not made in accordance with this Article shall be invalid.</p> | Appointment of proxy by electronic communication |
| 17.5 | <p>A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid, notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind revocation or transfer as aforesaid has been received by the Company at its Office before the commencement of the meeting or adjourned meeting (or, in the case of a poll, before the time appointed for the taking of the poll) at which the instrument is used.</p> | Validity of vote given under proxy |
| 17.6 | <p>A vote cast by a proxy in the way authorised by their appointment will be valid even though the shareholder who appointed the proxy has:</p> <p style="margin-left: 20px;">(a) died or is unable to manage their affairs;</p> <p style="margin-left: 20px;">(b) terminated the appointment; or</p> | Termination of proxy |

(c) terminated the authority of the person who made the appointment.

However, this does not apply if written notice of any of these events has been received in any way specified for the appointment of proxies within the time periods specified in Article 17.3.

17.7 If more than 1 proxy is appointed in respect of the same share to act at the same meeting, only the last appointment received will be treated as valid (regardless of when it was signed or by what means it was submitted). If the Company does not know which the last appointment is, the Company can decide which appointment to treat as valid or whether any of them are valid and its decision will be conclusive. Appointment of more than 1 proxy

18. DIRECTORS: APPOINTMENT, REMOVAL, ETC.

18.1 Until otherwise determined by the Company in general meeting, the number of Directors shall not be less than two (2) or more than fourteen (14). Number of Directors on the Board

18.2 The Directors may from time to time elect and remove a Chairman and Deputy Chairman of the Board and determine the period for which they are respectively to hold office. Chairman

18.3 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 (1/3) of the Directors for the time being or, if their number is not three (3) or a multiple of three (3), then the number nearest to one third (1/3) shall retire from office and be eligible for re-election PROVIDED ALWAYS that all Directors shall retire from office at least once in every three (3) years but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires. Retirement of Directors

18.4 An election of Directors shall take place each year. The Directors to retire in each year shall be those who have been the longest in office since their last election, but as between persons who became Directors on the same day as those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election. Selection of Directors to retire

18.5 No person, not being a retiring Director shall be eligible for election to the office of Director at any meeting of Members unless a Member intending to propose him has, at least eleven (11) clear days before the meeting left at the Office a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such Member to propose him for election, provided that in the case of a person recommended by the Board for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place. Notice of candidate as a Director

The cost of serving the notice as aforesaid on the registered holders of shares where the nomination is made by a Member, shall be borne by the Member making the nomination.

18.6 The Company at the meeting at which a Director so retires may, fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at the meeting is put to the meeting and lost or some other person is elected as Director, a retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Retiring Director deemed to be re-appointed

Director, be deemed to have been re-elected. A retiring Director shall be deemed to have offered himself for re-election unless he has given notice in writing to the Company that he is unwilling to be re-elected.

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| 18.7 | At any general meeting at which more than one (1) Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two (2) or more persons as the Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it. | Motion for appointment of Directors |
| 18.8 | The Company may from time to time by Ordinary Resolution passed at a meeting of Members increase or reduce the number of Directors to be appointed to the Board and may also determine in what rotation the increased or reduced number is to retire from office. | Increase or reduction of number of Directors |
| 18.9 | Subject to the Act, the Company may by ordinary resolution of which special notice had been given remove any Director before the expiration of his period of office, notwithstanding any provision of these Articles or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement. The Company may by Ordinary Resolution appoint another person in his stead; the person so appointed shall be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place, he is appointed was last elected a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy. | Removal of Directors |
| 18.10 | The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but the total number of Directors shall not at any time exceed the number fixed in accordance with these Constitution. Any Director so appointed shall hold office only until the next annual general meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting. | Power to add Directors |
| 18.11 | The shareholding qualification for Directors may be fixed by the Company in a meeting of Members and until so fixed, no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend and speak at the general meetings of the Company. | Directors' qualification and entitlement to notice of general meetings |

19. REMUNERATION OF DIRECTORS

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| 19.1 | The fees of the Directors, and any benefits payable to the Directors including any compensation for loss of employment of a Director shall annually be determined by an Ordinary Resolution of the Company in general meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree PROVIDED ALWAYS that:- | Fees and benefits of Directors |
| | (a) salaries payable to executive Director(s) may not include a commission on or percentage of turnover; | |
| | (b) fees payable to non-executive Directors shall be by a fixed sum and not by a commission on or percentage of profits or turnover; | |
| | (c) fees and benefits payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting; and | |
| | (d) any fee paid to an alternate Director shall be such as shall be agreed | |

between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

19.2 The Board can repay to a director all expenses properly incurred in attending and returning from members' meetings, Board meetings or Board committee meetings; or any other way in connection with the Company's business. Reimbursement of expenses

19.3 If by arrangement with the Directors, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing if any Director being willing shall be called upon to perform extra services or to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing a special remuneration in addition to his Directors' Fees and such special remuneration may be by way of a fixed sum or otherwise as may be arranged provided always that the extra remuneration payable to :

(a) an executive Director shall not be by way of commission on or percentage of turnover.

(b) a non-executive Director shall not be by way commission on or percentage of profits or turnover.

20. DISQUALIFICATION OF DIRECTORS

20.1 The office of a Director shall become vacant if he or she:-

When office of Director deemed vacant

(a) becomes disqualified from being a Director under Section 198 or 199 of the Act;

(b) ceases to be or is prohibited from being a Director by virtue of the Act or the Listing Requirements;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;

(d) dies;

(e) resigns his office by notice in writing to the Company and deposited at the Office;

(f) is removed from his office as Director in accordance with the Act or the provisions herein;

(g) has retired in accordance with the Act or under these Constitution and is not re-elected; or

(h) absent for more than fifty per centum (50%) of the total Board of Directors' Meetings held during a financial year unless approval is sought and obtained from the Bursa Securities.

If a Director ceases to be a Director, the Director automatically ceases to be a member of any Board committee or sub-committee.

21. POWERS AND DUTIES OF DIRECTORS

21.1 The business of the Company shall be managed by the Directors who may exercise all such powers of the Company, and do on behalf of the Company all Business of Company to be

<p>such acts as are within the scope of these Constitution and by the Act or by these Constitution required to be exercised or done by the Company in general meeting, subject nevertheless to these Constitution, to the provisions of the Act, and to such regulations, being not inconsistent with these Constitution, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.</p>	<p>managed by the Board</p>
<p>21.2 (a) The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. Provided always that nothing contained in these Articles shall authorize the Directors to borrow any money or mortgage or charge any of the Company's or any of its subsidiaries' undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.</p>	<p>Directors' powers to borrow, mortgage, charge etc.</p>
<p>(b) The Directors shall cause a proper register to be kept in accordance with Section 362 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 352 of the Act in regard to the registration of mortgages and charges therein and otherwise.</p>	<p>Register of mortgages and charges</p>
<p>(c) If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.</p>	<p>Indemnity to secure personal liability</p>
<p>21.3 The Board may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any subsidiary of the Company and the widow, family or dependents of any such person. The Board may also subscribe to any association or fund which they consider to be for the benefit of the Company or any subsidiary of the Company or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses of any such persons provided that any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in a meeting of Members.</p>	<p>Power to maintain funds</p>
<p>21.4 The Board may from time to time by power of attorney under the Seal appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Board 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 Constitution) and for such period and subject to such conditions as they may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit.</p>	<p>Appointment of attorneys</p>
<p>21.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed,</p>	<p>Signing of cheques etc.</p>

drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time determine.

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| 21.6 | A Director shall at all times exercise his powers for a proper purpose, in good faith and in the best interest of the Company and shall act honestly and use reasonable care, skill and diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company. | Directors to act honestly and use reasonable care, skill and diligence |
| 21.7 | A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided always that Section 221 and 228 and all other relevant provisions of the Act and these Articles are complied with. | Holding by Directors of other office |
| 21.8 | Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company. | Professional services by Directors |

22. PROCEEDINGS OF THE BOARD

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| 22.1 | The Directors may meet together for the dispatch of business at such time and place, adjourn and otherwise regulate their meetings and proceedings as they think fit. A Director may at any time and the Secretary shall on his requisition summon a meeting of the Directors. | Meeting of Directors |
| 22.2 | Unless otherwise determined by the Board from time to time, notice of all Directors' meetings shall be given by hand, post, facsimile, electronic form or other form of electronic communications to all Directors and their alternate Directors who have a registered address in Malaysia, except in the case of an emergency, where reasonable notice of every Directors' meeting shall be given in writing. It shall not be necessary to give any Director or alternate Director, who does not have an address in Malaysia, registered with the Company, notice of a meeting of the Directors by hand or by post. Any Director may waive notice of any meeting either prospectively or retrospectively. The notice of each Directors' meeting shall be deemed to be served on a Director upon delivery if delivered by hand, or immediately if sent by facsimile, electronic form or other form of electronic communications or if sent by post, on the day on which a properly stamped letter containing the notice is posted. | Notice and electronic communication |

The contemporaneous linking together by telephone or such other electronic communication of a number of the Directors being not less than the quorum shall be deemed to constitute a meeting of the Directors wherever in the world they are, as long as:-

- (i) the quorum of Directors is met;
- (ii) at the commencement of the meeting each Director acknowledges the presence thereof to all the other Directors taking part and such participation shall be deemed to be present in person;

- (iii) each of the Directors taking part is able to hear each of them subject as hereinafter mentioned throughout the meeting;
- (iv) the Directors present at the commencement of the meeting do not leave the meeting by disconnecting the telephone, but the meeting shall be deemed to have been conducted validly notwithstanding that the telephone or electronic communication media is accidentally disconnected during the meeting and provided that no discussions or decisions should be made in respect of matters by the Directors during the disconnection and that if the telephone or electronic communication media cannot be re-connected at all, the meeting shall then be adjourned;
- (v) all information and documents are made equally available to all participants prior to or during the meeting; and
- (vi) a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the Chairman of the Company.

22.3	The quorum necessary for the transaction of the business of the Board shall be fixed by the Board from time to time and unless so fixed, the quorum shall be two and a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under these Constitution vested in or exercisable by the Board generally.	Quorum of meeting of Directors
22.4	The Chairman shall be appointed as provided in Article 18.2 hereof. The Chairman so elected or in his absence the Deputy Chairman shall preside at all meetings of the Directors but If no such Chairman or Deputy Chairman be elected, or if at any meeting, the Chairman or Deputy Chairman be not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present may choose one (1) among themselves to be chairperson of the meeting.	Chairman of Directors' meeting
22.5	Subject to these Constitution, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a decision of the Board and PROVIDED ALWAYS that in the case of an equality of votes, the chairperson of the meeting shall have a second or casting vote. However, in the case of an equality of votes and where two (2) Directors form a quorum, the chairperson of a meeting at which only such a quorum is present or at which only two (2) Directors are competent to vote on the question at issue, shall not have a casting vote.	Chairman to have a casting vote
22.6	The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Constitution as the necessary quorum for a Directors' meeting, the continuing Directors or Director, except in an emergency, may act only for the purpose of increasing the number of Directors to that minimum number or to summon a meeting of Members.	Number of Directors below minimum
22.7	Every Director shall comply with the provisions of Sections 221 and 219 of the Act in connection with the disclosure of the fact and the nature, character and extent of any office or possession of any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as a Director of the Company.	Disclosure of Director's interests
22.8	No Director may vote in respect of any contract or proposed contract or	Director's

	arrangement in which he has directly or indirectly a personal interest nor a contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company.	interest in contracts, etc. with other companies
22.9	A Director notwithstanding his interest may, provided that none of the other Directors present disagrees, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinafter mentioned are considered or where any decision is taken upon any contract or arrangement in which he is in any way interested, PROVIDED ALWAYS THAT he has complied with Section 221 and all other relevant provisions of the Act and of these Articles.	Counted in quorum
22.10	A Director of the Company may be or become a director or other officer of or otherwise be interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation in such manner and in all aspects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed, a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid PROVIDED ALWAYS that he has complied with Section 221 and all other relevant provisions of the Act and of these Constitution.	Director's Directorship or interest in other corporations
23.	ALTERNATE DIRECTOR	
23.1	A Director may by written notice to the Company appoint an alternate Director. However, a majority of the other members of the Board must approve this and the alternate Director must not be an existing Director. An alternate Director may only be appointed as an alternate to one Director at any point in time. The Appointing Director may remove an alternate Director by written notice to the Company. An alternate Director's appointment ends when the Appointing Director ceases to be a Director.	Appointment or removal of an alternate Director
23.2	An alternate Director is entitled to receive notices of all meetings of the Board and to attend, speak and vote at any of these meetings where the Appointing Director is not present. Subject to this and other parts of the Constitution which say or intend something else, terms and conditions and provisions of the Constitution which apply to Directors also apply to an alternate Director.	Rights of an alternate Director
23.3	The minimum or maximum number of Directors does not include an alternate Director. However, an alternate Director is counted in the quorum for meetings of the Board where the Appointing Director is not present.	Quorum

23.4	An Appointing Director is not liable for the acts and defaults of an alternate Director.	Liability
23.5	If any Director retires by rotation and is re-elected by the meeting or is, pursuant to these Articles, deemed to be re-elected at the meeting at which such retirement took effect, any appointment made by him of an alternate Director which was in force immediately prior to the appointor's retirement shall continue to operate after such re-election as if the appointor had not so retired.	Retirement
24. CHIEF EXECUTIVE OFFICER OR MANAGING DIRECTOR		
24.1	The Board may, from time to time, appoint one or more of its body to the office of Chief Executive Officer or Managing Director for such period and on such terms as the Board thinks fit and may revoke any such appointment. A Chief Executive Officer or Managing Director shall be subjected to retirement by rotation or to be taken into account in determining the rotation or retirement of Director, but his appointment shall be automatically determined if he ceases from any cause to be Director. Where the Chief Executive Officer or Managing Director is appointed for a fixed term, the term shall not exceed three (3) years.	Appointment of Chief Executive Officer or Managing Director
24.2	A Chief Executive Officer or Managing Director shall be subject to the control of the Board.	Control
24.3	The remuneration of the Chief Executive Officer or Managing Director shall, subject to the terms of any agreement entered into any particular case may be, by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement.	Remuneration
24.4	The Chief Executive Officer or Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause, they shall ipso facto and immediately cease to be a Chief Executive Officer or Managing Director, as the case may be.	Resignation and removal
25. COMMITTEES ESTABLISHED AND PERSONS APPOINTED BY THE BOARD		
25.1	The Board may establish any committees, local boards or agencies comprising one (1) or more persons for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as it may think fit for the conduct of the business thereof and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretions vested in the Board, with power to sub-delegate and may authorise the member or members of any such committee or local board or agency or any of them, to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person or persons so appointed and may annul or vary any such delegation, but no person or persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby.	Committees of the Board
25.2	The Board may also appoint any person(s) for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as it may think fit for the conduct of the business thereof and may fix his or their remuneration and may delegate to any such person(s) any of the powers, authorities and discretions vested in the	Power of the Board to appoint

Board, with power to sub-delegate and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person or persons so appointed and may annul or vary any such delegation, but no person or persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

25.3 A committee may elect a chairman of its meetings and if no such chairman is elected or if at any meeting the chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members present may choose one (1) among themselves to be the chairman of the meeting. Chairman of committees

25.4 Subject to any rules and regulations made pursuant to Article 25.1 hereof, a committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the chairman of the said committee shall have a second or casting vote except where two (2) persons form a quorum, the chairman of a meeting of any such committee or local board or agency at which only such a quorum is present, or at which only two (2) persons are competent to vote in the question at issue, shall not have a second or casting vote. Meeting of committees

26. VALIDATION OF ACTS

26.1 All acts done by any meeting of the Directors or a committee established by the Board or by any person acting as a Director, local board or agency shall notwithstanding that it be afterwards discovered that there was some defects in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee, local board or agency as aforesaid and had been entitled to vote. Directors' act to be valid

27. DIRECTORS' CIRCULAR RESOLUTIONS

27.1 A resolution in writing signed by a majority of the Directors who may be present in Malaysia and who are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. All such resolutions shall be described as "Directors' Circular Resolutions" and shall be forwarded or otherwise delivered to the Secretary without delay and shall be recorded by him in the Company's minute book. Any such resolution may consist of several documents in like form, each signed by one (1) or more Directors. The expressions "in writing" or "signed" include approval by letter and/or other legible confirmed transmission by facsimile or other forms of electronic communications. Resolution in writing

28. AUTHENTICATION OF DOCUMENTS

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

28.2 A documents purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Directors which is certified as such in Conclusive evidence of

accordance with the provisions of Article 28.1 hereof shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Board.

resolutions and
extract of
minutes of
meetings

29. MINUTES AND REGISTER

29.1 The Board shall cause minutes to be duly entered in books provided for the purpose:-

Minutes of
meetings and
resolutions

- (a) of all appointments of officers made by the Board;
- (b) of the names of all the Directors present at each meeting of the Directors and of any committees of the Board and of the Company in a meeting of Members; and
- (c) of all resolutions and proceedings of meetings of Members and of meetings of the Directors and committees of the Board.

Such minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting and if so signed, shall be conclusive evidence without any further proof of the facts thereon stated.

29.2 The Company shall in accordance with the provisions of Section 57 of the Act keep at the Office a register containing such particulars with respect to the Directors and managers of the Company as are required by the Act and shall from time to time notify the Registrar of Companies of any change in such register and of the date of change in manner prescribed by that Section.

Directors to
comply with Act

29.3 The books containing the minutes of proceedings of any meeting of Members shall be kept by the Company at the Office and shall be open to the inspection of any Member without charge.

Minutes kept at
office

29.4 The Company shall also keep at the Office, registers which shall be open to the inspection of any Member without charge and to any other person on payment of not exceeding RM10.00 for each inspection, of all such matters required to be so registered under the Act, and in particular:-

Registers to be
kept

- (a) a register of substantial shareholders and of information received in pursuance of the requirements under Section 144 of the Act; and
- (b) a register of the particulars of each of the Directors' shareholdings and interests as required under Section 59 of the Act.

30. SECRETARY

30.1 The Secretary shall be appointed by the Board in accordance with the Act for such term, at such remuneration and upon such conditions as the Board thinks fit and the Secretary so appointed may be removed by the Board but without prejudice to any claim he or they may have for damages for breach of any contract of service with the Company.

Appointment or
removal of a
Secretary

The Board may from time to time by resolution appoint a temporary substitute for any Secretary or Secretaries who shall be deemed to be the Secretary during the term of his appointment.

30.2 (a) The Secretary may resign from his office by giving a notice to the Board.

Resignation of
Secretary

- (b) If none of the Directors of the Company can be communicated with at the last known residential address, the Secretary may, notwithstanding Clause (a), notify the Registrar of that fact and of his intention to resign from the office.
- (c) The Secretary shall cease to be the Secretary of the Company:-
 - (i) on the expiry of thirty days from the date of the notice lodged under Clause (a); or the terms of appointment, as the case may be; or
 - (ii) on the expiry of thirty days from the date of the notice to the Registrar under Clause (b).

31. SEAL

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| 31.1 | The Board shall provide for the safe custody of the Seal which shall only be used pursuant to a resolution of the Directors or a committee of the Board authorised to use the Seal. Every instrument to which the Seal is affixed shall be autographically signed by a Director and either by a second Director or by the Secretary or by another person appointed by the Board for the purpose, save and except that, in the case of a certificate or other document of title in respect of any share, stock, loan stock or debenture as defined in the Act or any other obligations, warrants, call warrants or securities and instruments of any kind whatsoever relating to all the aforesaid created or issued or dealt with or marketed or sold by the Company, such certificate or document of title may be created or issued under the Seal or the Share Seal (for affixing onto share certificates only pursuant to Article 31.3 hereof), as the case may be, of the Company and the Board may by resolution determine that such signatures may be affixed by some mechanical electronic facsimile or autographical means or by such other means to be specified by the Board from time to time in such resolution. | Authority for use of Seal |
| 31.2 | The Company may exercise the powers conferred by Section 62 of the Act with regard to having an official Seal for use abroad and such powers shall be vested in the Board. | Official Seal for use abroad |
| 31.3 | The Company may also have a Share Seal pursuant to Section 63 of the Act. The Share Seal is an exact copy of the Seal of the Company with the addition on its face of the word "Securities" which is specifically used for affixing onto certificates that may be issued by the Company for any share, stock, loan stock, debentures or other marketable security relating to all aforesaid created or issued or dealt with or marketed or sold by the Company and the affixing of the Share Seal shall be authenticated in the manner set out in Article 31.1 hereof. | Official seal for share certificates, etc. |

32. ACCOUNTS TO BE KEPT AND FINANCIAL STATEMENTS

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| 32.1 | The Board and managers of the Company shall cause to be kept the accounting and other records to sufficiently explain the transaction and financial position of the Company including its subsidiaries and enable a true and fair financial statements and any documents required to be attached thereto to be prepared in accordance with the Act and shall distribute copies of financial statements and other documents as required under the Act or the Constitution. These copies may be in electronic form where allowed by the Act. | Accounts open to inspection by Directors |
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The Board shall from time to time determine whether or not and to what extent and at what times and place and under what conditions or regulations the books of accounting and other records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or

paper of the Company except as conferred by statute or authorised by the Board or by the Company in a meeting of Members. Subject always to Sections 245(5) and (6) of the Act, the books of accounting and records of operations as aforesaid shall be kept at the Office or at such other place as the Board thinks fit and shall always be open to inspection by the Directors.

32.2 The Board shall cause to be prepared, sent to every Member and laid before the Company in its annual general meeting the audited financial statements and directors' report in accordance with the Act. The interval between the close of a financial year of the Company and the issue of the audited financial statements, the Directors' and Auditors' reports shall not exceed four (4) months. Preparation and issuance of audited financial statements and directors' report

32.3 A copy of each of the audited financial statements, the Directors' and Auditors' reports in printed form or other electronic media form permitted under the Listing Requirements or any combination thereof shall, not less than twenty-one (21) days before the date of the annual general meeting be sent to every Member of and to every holder of debentures of the Company and to every other person who is entitled to receive notice of general meetings from the Company under the provisions of the Act or of these Constitution, in accordance with the provisions of the Act or of these Constitution, provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. In the event that these forms of such documents, the Company shall send such documents to the Member within four (4) Market Days from the date of receipt of the Member's request. Circulating copies of audited financial statements and directors' report

33. AUDIT

33.1 Auditors of the Company shall be appointed in accordance with the provisions of the Act and their powers and duties regulated in accordance with the Act. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all person dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment. Appointment of Auditors

33.2 The Auditors shall attend every annual general meeting where the financial statements of the Company are to be laid, so as to respond according to his knowledge and ability to any question relevant to the audit of the financial statements in accordance with Section 285 of the Act. Attendance of Auditors at general meetings

34. DIVIDENDS AND RESERVES

34.1 The profits of the Company available for dividend and determined to be distributed shall be applied in the payment of dividends to the members in accordance with their respective rights and priorities. The Company in general meeting may and on the recommendation of the Directors declare dividends accordingly. Payment of dividends

34.2 No dividend shall be payable except out of the profits of the Company and no dividend shall be paid in excess of the amount recommended by the Directors. Source of dividends

34.3 Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividends are paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid pro-rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividends are paid Dividend in proportion to amounts paid-up

except that if any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) as from a particular date, such share shall rank for dividend accordingly.

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| 34.4 | The Directors may if they think fit from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights. The Directors may also pay half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment. | Interim dividends |
| 34.5 | The Directors may deduct from any dividend payable to any member sums of money (if any) immediately payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him. | Deduction from dividends payable |
| 34.6 | The Directors may retain any dividend or other monies payable on or in respect of a share other than fully paid shares on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. | Retention of dividends payable |
| 34.7 | Without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided, no dividend or monies payable on or in respect of any share shall bear interest against the Company. | No Interest on dividends payable |
| 34.8 | Subject to the provisions of the Act where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in the case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend, be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest when paid may be at the discretion of the Directors be treated as revenue and it shall not be obligatory to capitalize the same or any part thereof. | Profits before acquisition of asset, business or properties |
| 34.9 | The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect such shares or shall transfer the same. | Retention of dividends (to persons entitled pursuant to transmission of shares) |
| 34.10 | All dividends unclaimed for one (1) year after having been declared may be disposed of in accordance with the provisions of the Unclaimed Monies Act, 1965. | Unclaimed dividends |
| 34.11 | A transfer of shares shall not pass the right to any dividend declared on such shares before the transfer is effected pursuant to these Articles and the Rules. | Dividend on transferred shares |
| 34.12 | The receipt of a single person appearing by the Register of Members to be the | Receipt by |

holder of any shares shall be a sufficient discharge to the Company for any dividend or other monies payable in respect of such shares.

registered
holder of shares

34.13 (1) Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant and sent through the post directed to the registered address of the member or if two (2) or more persons are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and to such address as such persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such persons as the holder or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby. Every such cheque or warrant shall be sent at the risk of the person entitled to the money thereby represented.

Dividends how
payable

(2) Any dividend, interest or other money payable in cash in respect of shares may also be paid by telegraphic transfer to such bank account of the holder or such bank account of such person as the holder may in writing to the Company direct or, if several persons are entitled thereto in consequence of the death or bankruptcy of the holder, such bank account of any one of such persons or such person as such may by writing to the Company direct. Such telegraphic transfer shall operate as a good discharge to the Company in respect of the dividend represented thereby. Every such telegraphic transfer shall be sent at the risk of the persons entitled to the money thereby represented.

34.14 Any general meeting declaring a dividend or bonus may, upon the recommendation of the Directors, direct payment of such dividend or bonus wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debenture or debenture stock of any other company, or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regards to the distribution the Directors may settle the same as they think expedient, and may fix the value or distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any member upon the footing of the values so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustee upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

Payment of
dividends in
specie

35. CAPITALISATION OF PROFITS

35.1 The Company in a meeting of Members may upon the recommendation of the Board 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 revenue account or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such Members in the proportion aforesaid or partly in the one way and partly in the other and the Board shall give effect to such resolution.

Bonus issue

35.2 Whenever such a resolution as aforesaid in Article 35.1 hereof shall have been passed, the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and

Power of
applications of
undivided profits

issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash in discharging debentures of the Company or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

36. LANGUAGE

- 36.1 Where any financial statements, minute books or other records required to be kept by the Act are not kept in Bahasa Malaysia or the English language, the Board shall cause a true translation of such financial statements, minute books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original financial statements, minute books and other records for so long as the original financial statements, minute books and other records are required to be kept by the Act. Translation

37. NOTICES

- 37.1 Any notice or document required to be sent to Members may be given by the Company or the Secretary to any Member:- Service of notices and/or documents
- (a) in hard copy, either personally or sent by post to him in a prepaid letter addressed to him at his last known address;
 - (b) in electronic form, and sent by the following electronic means:-
 - (i) transmitting to his last known electronic mail address; or
 - (ii) publishing the notice or document on the Company's website provided that a notification of the publication of the notice or document on the website via hard copy or electronic mail or short messaging service has been given in accordance with Section 320 of the Act and the Listing Requirements; or
 - (iii) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication or availability of the notice or document on the electronic platform via hard copy or electronic mail or short messaging service has been given to them accordingly.
- 37.2 Any notice or document shall be deemed to have been served by the Company to a Member:- When service deemed effected
- (a) Where the notice or document is sent in hard copy by post, on the day the prepaid letter, envelope or wrapper containing such notice or document is posted.
- In providing service by post, a letter from the Secretary/Registrar certifying that the letter, envelope or wrapper containing the notice or document was addressed and posted to the Member shall be sufficient to

prove that the letter, envelope or wrapper was so addressed and posted.

- (b) Where the notice or document is sent by electronic means:-
- (i) via electronic mail, at the time of transmission to a Member's electronic mail address pursuant to Article 37.1(b)(i), provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company;
 - (ii) via publication on the Company's website, on the date the notice or document is first made available on the Company's website provided that the notification on the publication of notice or document on website has been given pursuant to Article 37.1(b)(ii); or
 - (iii) via electronic platform maintained by the Company or third parties, on the date the notice or document is first made available thereon provided that the notification on the publication or availability of the notice or document on the relevant electronic platform has been given pursuant to Article 37.1(b)(iii).

In the event that service of a notice or document pursuant to Article 37.2(b) is unsuccessful, the Company must, within two (2) Market Days from discovery of delivery failure, make alternative arrangements for service by serving the notice or document in hard copy in accordance with Article 37.1(a) hereof.

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|------|--|---|
| 37.3 | A Member's address, electronic mail address and any other contact details provided to Bursa Depository shall be deemed as the last known address, electronic mail address and contact details respectively for purposes of communication including but not limited to service of notices and/or documents to the Member. | Last known address for service |
| 37.4 | A notice and/or document required to be sent to Members may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through representatives of the deceased or assignee of the bankrupt or by any like description, at his last known address, in any manner in which the same might have been served if the death or bankruptcy has not occurred. Every person who by operation of law, transfer, transmission or other means whatsoever shall become entitled to any share, shall be bound by every notice, document and/or other information in respect of such share which, prior to his name and/or address being entered in the Register of Members as the registered holder of such share have been duly given to the person from whom he derives the title to such share. | Notice and/or document in case of death or bankruptcy |
| 37.5 | (a) Notice of every meeting of Members shall be given in any manner hereinbefore specified to:- <ul style="list-style-type: none">(i) every Member;(ii) every person entitled to a share in consequence of the death or bankruptcy of a Member who but for his death or bankruptcy would be entitled to receive notice of the meeting;(iii) the Auditors for the time being of the Company;(iv) the Exchange; and(v) the Directors of the Company. | Who may receive notice |
| | (b) Save as otherwise provided in these Constitution or in the Act, no other | |

person shall be entitled to receive notice of general meetings.

- (c) All notices served for and on behalf of the Company or the Directors shall only be effectual if it bears the name of a Director or the Secretary or a duly authorised officer of the Company and which are issued by order of the Board pursuant to a resolution duly passed by the Directors.

37.6 Any notice and/or document required by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them, and not expressly provided for by these Constitution or which cannot for any reason be served in the manner referred to in Articles 37.1 and 37.2 hereof, shall be sufficiently given if given by advertisement, and any notice and/or document required to be or which may be given by advertisement, shall be deemed to be duly advertised once advertised in a widely circulated newspaper in Malaysia in the national language and in a widely circulated newspaper in Malaysia in the English language.

Notice and/or document given by advertisement

38. WINDING UP

38.1 If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the court), the liquidator may after the payment or satisfaction of all liabilities of the Company including preferred payments under the Act, with the sanction of a Special Resolution of the Company divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

Distribution of assets in specie

38.2 Save that this Article shall be without prejudice to the rights of holders of shares issued upon special terms and conditions the following provisions shall apply:-

Distribution of assets

(a) If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up, on the shares held by them respectively; and

(b) If in the winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital paid up, at the commencement of the winding up, on the shares held by them respectively.

38.3 On the voluntary liquidation of the Company, no commission or fee shall be paid to the liquidator unless it shall have been approved by Members. The amount of such payment shall be notified to all Members at least seven (7) days prior to the meeting at which it is to be considered.

Voluntary liquidation

39. SECRECY CLAUSE

39.1 Save as may be provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require

Discovery of Company's

discovery of any information respecting any detail of the Company's trading, manufacturing or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board, it would be inexpedient in the interest of the Members if communicated to the public.

confidential
information

40. DESTRUCTION OF DOCUMENTS

40.1 Subject as hereinbefore provided and to any law in Malaysia for the time being in force, the Company shall be entitled to destroy:-

Destruction of
documents

- (a) at any time after a reasonable time from the date of registration thereof or on which an entry in respect thereof shall have been made (as the case may be), all instruments of transfer of shares or other forms of security of the Company which shall have been registered and all letters of request, renounces allotment letters, share certificates, forms of acceptance and transfer and applications for allotment in respect of which an entry in the register of transfer shall have been made and all records on microfilm or on any other system of data recording and storage;
- (b) at any time after the expiration of one (1) year from the date of cancellation thereof, all registered certificates for shares or representing any other form of security of the Company (being certificate for shares or other securities in the name of a transferor and in respect whereof the Company has registered a transfer) and mandates and other written directions as to the payment of dividends or interest (being mandates or directions which have been cancelled); and
- (c) at any time after the expiration of one (1) year from the date of the recording thereof, all notifications of change of name or address;

and it shall conclusively be presumed in favour of the Company that :-

- (i) every instruments of transfer so destroyed was a valid and effective instrument duly and properly executed and registered;
- (ii) every certificate for shares or representing any other form of security so destroyed was a valid certificate duly and properly cancelled; and
- (iii) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company.

Provided that :-

- (aa) the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (bb) nothing herein contained shall be construed as imposing on the Company any ability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled ; and
- (cc) references herein to the destruction of any document include references to the disposal thereof in any manner.

41. INDEMNITY AND INSURANCE

41.1 Subject to the Act, every Director, Auditors, Secretary and other officers (as

Indemnity and

defined in the Act) for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred or sustained 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, and the Company may effect insurance for such persons against such liability.

insurance for Company's officer and auditor

42. RECONSTRUCTION

42.1 On the sale of the undertaking of the Company, the Board or the liquidators on a winding up may, if authorised by a Special Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other company, either incorporated in Malaysia or not, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits of the Company permit), or the liquidators (on a winding up), may distribute such shares or securities, or any property of the Company amongst the members without realisation, or vest the same in trust for them and any Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the Members or contributories of the Company, and for valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in the case of the Company which is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 457 of the Act as are incapable of being varied or excluded by these Constitution. In case any of the shares to be divided as aforesaid involves a liability to calls or otherwise any person entitled to such division to any of the said shares may, within ten (10) days after the passing of the Special Resolution, by notice in writing, direct the Board or the liquidator to sell his proportion and pay him the net proceeds and the Board or the liquidator shall, if practicable, act accordingly.

Power of the Board and liquidators to accept shares, as consideration for sale

43. COMPLIANCE WITH STATUTES, REGULATIONS AND RULES

43.1 The Company shall comply with the provisions of the Act, Central Depositories Act, the Listing Requirements and the Rules in respect of all matters relating to the Deposited Securities, notwithstanding any provisions in these Constitution to the contrary.

Compliance with statutes, regulations and rules

44. APPOINTMENT OF ADVISERS AND CONSULTANTS

44.1 The Board may appoint:-

- (a) an advocate and solicitor or a firm of advocates and solicitors as legal adviser or advisers of the Company; or
- (b) a firm of accountants, a merchant bank or any other person as an adviser or a consultant of the Company,

Advisers and consultants

upon such terms and conditions as it considers appropriate and, in such cases, the Board may pay such remuneration for work and services rendered by such person as it deems fit.

45. ALTERATIONS OF CONSTITUTION

45.1 Subject to these Constitution, no amendment whether by way of rescission, alteration or addition shall be made to these Constitution unless the same has been passed by a Special Resolution.

Company may alter or amend constitution

46. EFFECT OF THE LISTING REQUIREMENTS

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|------|---|--|
| 46.1 | Notwithstanding anything contained in these Constitution:- | Effect of the
Listing
Requirements |
| | (a) If Listing Requirements prohibit an act being done, that act shall not be done. | |
| | (b) Nothing contained in these Constitution prevents an act being done that the Listing Requirements require to be done. | |
| | (c) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be). | |
| | (d) If the Listing Requirements require these Constitution to contain a provision and they do not contain such a provision, these Constitution is deemed to contain that provision. | |
| | (e) If the Listing Requirements require these Constitution not to contain a provision and they contain such a provision, these Constitution is deemed not to contain that provision. | |
| | (f) If any provision of these Constitution is or becomes inconsistent with the Listing Requirements, these Constitution is deemed not to contain that provision to the extent of inconsistency. | |