



**UNITED PLANTATIONS BERHAD**  
Company No. 240 - A  
(Incorporated in Malaysia)

# CONSTITUTION

COMPANIES ACT 2016

**REGISTERED OFFICE  
JENDARATA ESTATE  
36009 TELUK INTAN  
PERAK, MALAYSIA**

(New Constitution adopted on 24 April 2018)



SURUHANJAYA SYARIKAT MALAYSIA  
COMPANIES COMMISSION OF MALAYSIA  
(Agensi di bawah KPDNKK)



**COMPANIES ACT 2016  
(ACT 777)**

**CERTIFICATE OF INCORPORATION  
OF PUBLIC COMPANY**

This is to certify that

**UNITED PLANTATIONS BHD  
(240-A)**

is, on and from the 19<sup>th</sup> day of December 1917, incorporated under the Companies Act 1965, and that the company is a company limited by shares and that the company is a public company.

Dated at **KUALA LUMPUR** this 19<sup>th</sup> day of December 1917.

**DATO' ZAHRAH ABD WAHAB FENNER**  
REGISTRAR OF COMPANIES  
MALAYSIA



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FEDERATED MALAY STATES . STATE OF PERAK

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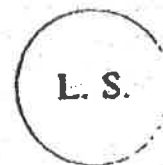
Certificate of Incorporation  
OF  
UNITED PLANTATIONS LIMITED  
UNDER SECTION 215 (e) OF THE COMPANIES ENACTMENT. 1897.

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I, LACHLAN McLEAN, Registrar of Companies, hereby certify that UNITED PLANTATIONS, LIMITED, is this day Registered and Incorporated under "The Companies Enactment, 1897" and that this Company is Limited.

Given under my hand this 19th day of December, 1917.

(Sd.) L. McLEAN,  
*Registrar of Companies.*



**COMPANIES ACT 2016**

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**COMPANY LIMITED BY SHARES**

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**CONSTITUTION**

**OF**

**UNITED PLANTATIONS BERHAD**

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1. The name of the Company is “UNITED PLANTATIONS BERHAD”.
2. The Registered Office of the Company will be situated at Jendarata Estate, 36009 Teluk Intan, Perak, Malaysia or any other place situated in Malaysia.
3. The objects for which the Company is established are:-
  - (a) To acquire, take over as going concern, and amalgamate the undertakings of the Jendarata Rubber Company, Limited, Westenholz Brothers Company, Limited, Corner Coconut Company Limited, all duly incorporated companies registered in Copenhagen, Denmark, and of the Raja Una Company, Limited, a duly incorporated company registered in Singapore in the Colony of the Straits Settlements, and to acquire and take over the estates, plantations and properties of the said companies and all or any of their assets and liabilities.
  - (b) To carry on the business of planters, cultivators, sellers and dealers in rubber, coffee, tea, gutta-percha and gums of every description, and to manufacture, dispose of, sell and deal in products of rubber, coffee, tea, gutta-percha, and gums of every description.
  - (c) To purchase, lease or otherwise acquire, hold, sell, develop, manage, work, exchange, turn to account, dispose of and deal in lands, concessions, estates, plantations and agricultural plantation, forest and trading rights, and to cultivate, grow, cure, prepare for market, manufacture, sell and deal in rubber, coffee, tea, tobacco, coconuts, sugar, cocoa, spices, cinchona, opium, wines, rice, paddy, cereals, cotton, flax, grain and coconut fibre, fruit, copra, silk, pepper, guano, and bone or other artificial manure, and agricultural and other products of all sorts, and generally to carry on the business of planters and growers of and dealers in produce.
  - (d) To make, build, construct, provide, maintain, improve, carry on, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings, which may be deemed expedient for the purposes of the Company and to contribute to the cost of making, building, constructing, providing, carrying on, using and working the same.

- (e) To work mines or quarries, and to find, win, get, work, smelt, manufacture or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products and generally to carry on the business of mining in all its branches.
- (f) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret process, or other things, British, Colonial or foreign, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly, or indirectly, to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired, and to make, assist or subsidise experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
- (g) To erect and maintain, or reconstruct and adapt manufactories, building, mills, plant, engines, machinery and other things found necessary or convenient for the purposes of the Company.
- (h) To carry on business as farmers, graziers, cultivators, storekeepers, cattle breeders, stockmen, dealers in hides, skins, fat, and other animal products, provisions preserver, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, saw-mill proprietors, shipowners, merchants, exporters and importers, carriers, agents, brokers and bankers.
- (i) To carry on any other business or businesses whatsoever and wheresoever, which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorised to carry on or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile and financial business.
- (j) To promote any other company or companies for the purposes of acquiring or undertaking all or any of the assets and liabilities of this Company, or of advancing, directly or indirectly, the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (k) To purchase, underwrite, take, or otherwise acquire and hold, sell, mortgage and deal in shares, stock, bonds, debentures, debenture stock or obligations in any other company or corporation or of any government or state.

- (l) To amalgamate with or enter into partnership, or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorised to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (m) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, and liabilities of any person or company carrying on any business which this Company is authorised to enter into, undertake, or carry on, or possessed of property suitable for the purposes of this Company.
- (n) To sell or dispose of all or any part of the undertaking, assets and rights of the Company, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (o) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members in specie or otherwise.
- (p) To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (q) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
- (r) To receive money and securities on deposit, at interest or otherwise.
- (s) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and to mortgage and charge the undertaking and all or any of the real and personal property, present and future, and all or any of the uncalled capital for the time being of the Company, to issue debentures, debenture stock, or other securities, with or without a charge upon all or any of the Company's assets (either present or future), including its uncalled capital, and to purchase, redeem and pay off any such securities and to issue any such securities for such consideration or purpose as may be thought fit.
- (t) To guarantee the payment or performance of any debts, contracts or obligations, and to accept property on trust, and to act as trustee and executor, either gratuitously or otherwise.

- (u) To pay all expenses incident to the formation or promotion of this or any other Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or other securities of the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this company.
- (v) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences, calculated to benefit any of the employees or ex-employees of the Company or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (w) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account or otherwise deal with all or any part of the assets and rights of the Company.
- (x) To procure the Company to be registered or incorporated in the United Kingdom or in any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
- (y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, or otherwise, and by trustees, subcontractors, agents, trustees, or otherwise, and either alone or in conjunction with others.
- (z) To do all such other things as are incidental to or connected with any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "Company" in this Article, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the Malaysia or elsewhere, and further that the objects specified in each paragraph in this Article shall, except where otherwise expressed in such paragraph, be in no wise limited or restricted by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. The following expressions in these Articles of this Constitution shall (unless the subject or context be repugnant to such construction) have the meaning following, that is to say:-
- Definitions
- (a) “Act” means the Companies Act 2016 and as amended from time to time and any re-enactment thereof;
  - (b) “Article” means the Article(s) in this Constitution as originally framed or as altered from time to time by special resolution;
  - (c) “Authorised Nominees” means a person who is authorised to act as nominee as specified under the Rules;
  - (d) “Beneficial Owner” means in relation to deposited Securities, the ultimate owner of the deposited Securities who is entitled to all rights, benefits, powers and privileges and is subject to all liabilities, duties and obligations in respect of, or arising from, the deposited Securities and does not include a nominee of any description;
  - (e) “Board” means the Board of Directors for the time being of the Company;
  - (f) “Bursa Securities” means Bursa Malaysia Securities Berhad and its successors-in-title;
  - (g) “Central Depositories Act” means the Securities Industry (Central Depositories) Act, 1991 and as amended from time to time and any re-enactment thereof.
  - (h) “Central Depository” means the Bursa Malaysia Depository Sdn Bhd or such other name by which it shall be known from time to time.
  - (i) “Company” means “United Plantations Berhad” incorporated in the year 1917.
  - (j) “Constitution” means this Constitution as originally framed or as altered from time to time by Special Resolution.
  - (k) “Register” means the Register of Members to be kept pursuant to Section 50 of the Act.
  - (l) “Office” means the registered office of the Company at Jendarata Estate, 36009 Teluk Intan, Perak, Malaysia or any other place situated in Malaysia.
  - (m) “In writing” and “written” include, printing, typewriting lithography and other modes of representing or reproducing words in a visible form.
  - (n) “Month” means a calendar month.



- (o) “Secretary” includes any natural person appointed to perform the duties of a Secretary of the Company.
- (p) “Directors” means the Directors for the time being of the Company, or such number of them as having authority to act for the Company.
- (q) “Seal” means the Common Seal of the Company.
- (r) “Member” or “the Shareholder” or “holder of shares” or any like expression means a person who is registered as the holder of shares in the capital of the Company including a depositor who shall be treated as if he were a member pursuant to Section 35 of the Central Depositories Act but excludes the Central Depository in its capacity as a bare trustee and such persons whose names appear in the Register of Members;
- (s) “Depositor” means a holder of a securities account as defined in the Central Depositories Act.
- (t) “Securities Account” means an account established by the Central Depository for a Depositor for the recording of deposits of securities and for dealing in such securities by the Depositor, as defined in the Central Depositories Act and/or the Rules.
- (u) “Deposited Security” means a security in the Company standing to the credit of a Securities Account of the Depositor subject to the provisions of the Central Depositories Act and the Rules.
- (v) “Record of Depositors” means a record provided by the Central Depository to the Company under Chapter 24.0 of the Rules.
- (w) “Rules” means the Rules of the Central Depository.
- (x) “Market Day” means a day on which the market of Bursa Securities is open for trading in securities.
- (y) “Securities” means shares, debentures, stocks, or bonds issued or proposed to be issued and include any right, option or interest in respect thereof.
- (z) “Listing Requirements” means the Listing Requirements of the Bursa Malaysia Securities Berhad including any amendments to the Bursa Malaysia Securities Berhad Listing Requirements thereof that may be made from time to time.

Words importing the singular number only, include the plural and vice versa, the masculine includes the feminine, persons include corporations mutatis mutandis.

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

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

Reference to “these Articles” means these Articles of the Constitution as originally framed or as from time to time altered by special resolution.

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| 6. | The regulations contained in the Third Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in these Articles.   | Third Schedule excluded |
| 7. | Upon any offer of shares to the public for subscription a commission may be paid to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company provided that the requirements of Sections 79 and 80 of the Act shall be observed. Any such commission may be satisfied in cash or in fully paid shares of the Company in which case Section 78 of the Act shall be duly complied with. | Commission              |

### **CAPITAL AND SHARES OF THE COMPANY**

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| 8.  | The shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons, on such terms and conditions and at such times as the Directors think fit, and with full power to give to any person the call of any shares, during such time, and for such consideration as the Directors think fit; but the Directors may not issue shares to transfer a controlling interest without the prior approval of the shareholders in General Meeting nor may any Director participate in an issue of shares to employees unless the shareholders in General Meeting have approved of the specific allotment to be made to such Director and unless he holds office in an executive capacity. Provided always that a non-executive Director may so participate in an issue of shares pursuant to a public issue or public offer. | Power to issue shares |
| 9.  | The Company must ensure that all new issues of shares for which listing is sought are made by way of crediting the securities accounts of the allottees with such shares 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 Central Depository of the names of the allottees and all such particulars required by the Central Depository, to enable the Central Depository to make the appropriate entries in the securities accounts of such allottees.  | Issue of Shares       |
| 10. | The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.  | Payment of calls      |

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| 11. | The Company shall have the power, subject to and in accordance with the provisions of the Act and any rules, regulations and guidelines thereunder issued by Bursa Securities and any other relevant authorities in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchased in accordance with the provisions of the Act and any rules, regulations and guidelines thereunder issued by Bursa Securities and any other relevant authorities in respect thereof.   | Share buy-back  |
| 12. | The certificates of title to shares, stock, debentures, debenture stock, notes and other securities shall be issued under the Seal of the Company (which shall be embossed or engraved Seal) in such form as the Directors shall from time to time prescribe and all such Certificates shall be signed by at least one Director and the Secretary or in lieu of the Secretary by such other person as the Directors may appoint for the purpose. It shall be sufficient evidence that the Seal has been duly affixed to any such Certificate and signed as aforesaid if a facsimile of the signature of a Director and/or the Secretary appears thereon. | Facsimile signature   |
| 13. | The Register of Members shall be open during ordinary business hours for the inspection of any Shareholder without charge and to any other person on payment for each inspection of Ringgit Malaysia Ten (RM10.00).  | Inspection  |
| 14. | Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.  | Trust not to be recognized  |
| 15. | The Company may by notice in writing, require any member of the Company, within such reasonable time as is specified in the notice:-<br><br>a) to inform the Company whether he holds any voting shares in the Company as beneficial owner, Authorised Nominee or as trustee; and<br><br>b) if he holds them as trustee or Authorised Nominee, to indicate so far as he can, the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.   | Information of shareholding                                       |
| 16. | Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall allot and/or issue securities, despatch notices of allotment to the successful allottees and make an application for the quotation of such securities within such period as prescribed by Bursa Securities on which the Company is listed.   | Allotment and despatch of notices of allotment for a public issue |

PROVIDED THAT where it is the requirement of Bursa Securities to issue share certificates, then every member shall be entitled without payment, to receive up to a maximum of ten (10) share certificates under the Common Seal of the Company within such period as may be prescribed by Bursa Securities after the allotment or lodgment of transfer upon payment of Ringgit Malaysia Fifty (RM50.00) for each certificate specifying the shares allotted or transferred to him and the amount paid up thereon and every Member shall

- be entitled to receive share certificates in reasonable denominations for his holding.
17. The Company must not cause or authorise its registrars to cause the securities accounts of the allottees to be credited with the additional shares or issue share certificates to entitled members, as the case may be, until after it has filed with Bursa Securities an application for listing of such additional shares and been notified by Bursa Securities that they have been authorised for listing. Crediting of securities accounts
18. If any Member shall require additional certificates, he shall pay for each such additional certificate such sum not exceeding Ringgit Malaysia Fifty (RM50.00) per certificate. Additional certificate
19. Subject to the provisions of the Act, the Central Depositories Act and the Rules, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, member-company of Bursa Securities or on behalf of its/their client/s as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia Fifty (RM50.00) per certificate plus any stamp duties levied by the Government concerned as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear, such loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss. New certificates may be issued
20. The Directors shall keep a Register showing as respects each Director the number, description, and amount of any shares or debentures in the Company which are held by or in trust for him or of which he has the right to become the holder. Register of Directors' shareholdings
21. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall when due be paid by the person who, for the time being, shall be the registered holder of the share or his legal personal representative. Payment by instalment
22. In the case of shares registered in the names of two or more holders the following provisions shall have effect:- Joint holders
- (a) The Company shall not (subject to these Articles) be bound to issue more than one (1) certificate and shall deliver the same (or if additional certificates are required, all the certificates) to the person first named on the Register of Members and delivery of the certificate to such person shall be deemed sufficient delivery to all. Share certificate
- (b) The joint holders shall be jointly and severally liable to pay all calls and other sums of any nature due in respect of the shares held by them. Several and joint liability

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| (c) Any one of such joint holders may give effectual receipts and discharges for any dividend or other sum or benefit (including any return of Capital) in respect of the shares held jointly.  | Receipts                   |
| (d) Any notice shall be sufficiently given to all the joint holders if given to the one whose name stands first on the Register.  | Notice to joint holders    |
| (e) Upon the death of any joint holder, the survivors or survivor shall be the only persons or person recognised by the Company as having any title to the shares and the Directors may require such proof to be given of the death as they shall consider fit. | Survivors of joint holders |

PROVIDED THAT any references in these Articles to joint holders shall not include joint holders of a Deposited Security unless such joint-ownership is permitted under the Central Depositories Act or the Rules or the guidelines or directives from time to time issued by the Central Depository. In the event that joint-ownership of a Deposited Security is permitted under the Central Depositories Act or the Rules, the rights and obligations of such joint-owners shall be governed by the relevant provisions of such Act, Rules, guidelines or directives as the case may be.

#### **REDUCTION AND ALTERATION OF CAPITAL**

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| 23. The Company in General Meeting may direct that all new shares or any of them shall, be offered in the first instance, to the Members in proportion to the existing shares held by them, in which case such offer shall be made by notice, specifying the number of shares to which the Member is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined; but subject to such direction, or if no such direction shall be given, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may with the sanction of the Members in General Meeting issue shares to employees but no Directors shall participate in any such issue unless the Shareholders in General Meeting have approved of the specified allotment to be made to such Director. | Issue of new shares to members                                   |
| 24. Notwithstanding any provision contained in these presents, the Company may apply to Bursa Securities to waive the convening of an Extraordinary General Meeting to obtain shareholders' approval for further issues of shares (other than bonus or rights issues) where the aggregate issues of which in any one financial year do not exceed 10% of the issued capital and in accordance with Section 75 and 76 of the Act, there is still in effect, a resolution approving the issuance of shares by the Company.  | Waiver from Exchange for convening Extraordinary General Meeting |
| 25. The Company shall observe and comply with the provisions of the Act and the Central Depositories Act applicable to any allotment of its shares.   | Compliance in respect of allotment of shares                     |

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| 26. | Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien, or otherwise, as if it had been part of the original capital and shall also be subject to the Rules.   | Creation of new shares     |
| 27. | Without prejudice to any special rights or privileges attached to any then existing shares in the capital of the Company, the new shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges, as the Company in General Meeting may direct, and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends, and with a special or without any right of voting.  | Rights of new shares       |
| 28. | The Company may, from time to time, by special resolution, reduce its capital in any manner and with and subject to any incident authorised and consent required by law; and the Company may also, by special resolution, sub-divide or consolidate its shares or any of them.  | Power to reduce capital    |
| 29. | The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital voting, or otherwise over or as compared with the others or other.   | Power to sub-divide shares |
| 30. | All or any of the rights and privileges attached to the existing shares, and to any other class of share which may be issued, whether preference or otherwise, may, subject to the provisions of Section 91 of the Act be modified, abrogated or dealt with as well before as during liquidation pursuant to a Special Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to General Meetings shall, mutatis mutandis, apply to every such meeting, except that the quorum thereof shall be members holding, or representing by proxy in the case for a meeting other than an adjourned meeting, two members of the class present, holding at least one-third of the voting rights of the class and for an adjourned meeting, one member of the class present, in person or by proxy shall form the quorum; and any holder of shares of that class, present in person or by proxy, may demand a poll; provided always that where the necessary majority for such a Special Resolution is not obtained at the Meeting, the consent in writing, if obtained from the holders representing not less than seventy five per centum of the total voting rights of the shareholders in that class within two (2) months of the date of Meeting, shall be as valid and effectual as a Special Resolution carried at the Meeting. The Directors shall comply with the provisions of Section 95 of the Act as to forwarding a copy of such resolution to the Registrar of Companies. | Modification of rights.    |

### CALLS ON SHARES

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| 31. | The Directors may from time to time make such calls upon the Members in respect of all moneys unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times as they think fit, provided that at least one month's notice specifying the time and place for payment, is given of each call, and each Member shall be liable to pay the amount of calls so made to the persons and at the times and places appointed by the Directors.  | Calls                       |
| 32. | A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.   | When call deemed to be made |
| 33. | If the call payable in respect of any share be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate, not exceeding Eight per centum per annum, as the Directors shall appoint, from the day appointed for the payment thereof to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.  | Interest on calls           |
| 34. | Subject to the terms upon which any shares shall be issued, no call upon any share shall exceed one-fourth of the issued price of the share nor be made payable within three (3) months after the last preceding call was payable.  | Call period                 |
| 35. | A call may be made payable by instalments. If any amount is payable in respect of any shares at any fixed time or by instalments at fixed times, every such amount or instalment shall be payable as if it were a call duly made by the Directors, and of which due notice had been given; and all provisions thereof with respect to the payment of calls, and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to such instalments and the shares in respect of which they are payable.   | Interest on instalments     |
| 36. | The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sums actually called up; and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Member paying such sum in advance and the Directors agree upon, or in default of agreement at such rate, not exceeding Eight per centum per annum, as the Directors shall think fit. And the Directors may at any time repay the amount so advanced upon giving to such Member three (3) months' notice in writing. Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. | Payment in advance of calls |
| 37. | On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register of Members of the Company as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and the notice of such call was duly given to the Member sued in pursuance of these presents, and it shall not be necessary to prove the appointment of Directors who made such call nor any other matters whatsoever, but the  | Recovery of any money due   |

proof of the matters aforesaid shall be conclusive evidence of the debt.

### **TRANSFER AND TRANSMISSION OF SHARES**

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| 38. | Subject to the restriction of these Articles, the Central Depositories Act, the Rules and the Bursa Malaysia Securities Berhad Listing Requirements with respect to the transfer of Deposited Security, shares shall be transferable but every transfer shall be in writing in the prescribed form approved by Bursa Securities, the Act and/or the Central Depositories Act as the case may be, or in such other form as the Directors may accept and shall be left at the office of the Registrar accompanied by the certificate of the shares to be transferred and/or such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer. The instrument of transfer of any share of the Company shall be executed by the transferor and the transferee and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members and/or the Records of Depositors as the case may be in respect thereof. | Form of Transfer of shares     |
| 39. | Subject to any applicable law and these Articles, the shares in the Company which are fully paid are freely transferable. There shall be no restriction on the transfer of fully paid securities except where required by law.   | Free transferability of shares |
| 40. | The transfer of any shares of the Company, which have been deposited with the Central Depository shall be by way of book entry by the Central 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 such shares.   | Transfers of shares            |
| 41. | The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. The notice of intention to close the register given within the period as prescribed by Bursa Securities on which the Company is listed shall be published in a daily newspaper circulated in Malaysia and shall also be given to Bursa Securities on which the Company is listed. The said notice shall state the period and purpose or purposes for which the register is being closed. In relation to the closure, the Company shall give written notice in accordance with the Rules to prepare the appropriate Record of Depositors.   | Suspension of transfers        |
| 42. | The Directors may decline to register any transfer of shares, not being fully-paid shares, to a person of whom they do not approve and in their opinion, the registration of the transfer would result in a contravention of or failure to observe the provisions of any written law for the time being in force or any rules, regulations, orders, directives or guidelines issued by any relevant authority in respect of which the Company is bound to comply, and may also decline to register any transfer of shares which the Company has a lien. The Directors may also suspend the registration of   | Refusal to register transfer   |



transfers during the fourteen (14) days immediately preceding the Annual General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless:-

- a) Subject to the Central Depositories Act and the Rules, the instrument of transfer be left for registration at the office together with a fee not exceeding Ringgit Malaysia Fifty (RM50.00) is paid to the Company in respect thereof, or such sum as may from time to time be permitted by Bursa Securities plus the amount of stamp duty with which each such certificate is chargeable under any law for the time being in force relating to stamps as the Directors from time to time may require; and
- b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the Directors by these Articles register the transferee as a shareholder and unless otherwise required by the Rules retain the instrument of transfer.

If the Directors refuse to register a transfer of any shares they shall within ten (10) market days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and the precise reason(s) thereof and on demand (except in case of fraud) return the transfer to the person depositing the same. The Central Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and the Rules.

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| 43. | The Directors shall not in any case be bound to enquire into the validity, regularity, effect or genuineness of any instrument of transfer produced by a person claiming as transferee of any share in accordance with these Articles and whether they abstain from so inquiring, or do so inquire and are misled, the transferor named in the transfer shall have no claim whatever upon the Company in respect of the share the subject of such transfer except for dividends (if any) previously declared in respect thereof. And the remedy (if any) of the transferor shall be only against the transferee or the person claiming to be such. | Effect of instrument of transfer                       |
| 44. | Subject to the Act, the Central Depositories Act and the Rules, no transfer shall be made to any infant, bankrupt or person of unsound mind provided that it shall not be necessary for the Directors to make any enquiries with regard thereto before allowing any transfer.  | Transfer to infant, bankrupt or person of unsound mind |
| 45. | The executors or administrators of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share registered in the name of such holder. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased holder, shall be the only persons recognised by the Company as having any title to the share, but this Article shall not be deemed to release the Estate of the deceased joint holder from any liability in respect of any share held by him jointly with any other persons or person.       | Rights of executors or administrators                  |

46. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share upon giving to the Company notice in writing of such desire or transfer such share to some other person. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects provided that where the share is a Deposited Security and the person becoming so entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registrations of transfer 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 executed by such Member. Provided always that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.
- Persons becoming entitled on death or bankruptcy of members may be registered
47. Any person becoming entitled to a share by reason of the death or bankruptcy or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, unless he has complied with the provisions of Article 79.
- Rights of unregistered executors and trustees
48. Where:
- (a) the securities of the Company are listed on another stock exchange; and
- (b) the Company is exempted from compliance with Section 14 of the Central 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;
- Transmission of securities
- the Company shall, upon request of a securities holder, permit a transmission of securities 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.

### PREFERENCE SHARES

49. The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company or to issue preference capital ranking equally with or in priority
- Preference shares

to preference shares already issued and the Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner and either at par or at a premium as they may think fit.

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| 50. | Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited reports and attending general meetings of the Company. | Rights of preference shareholders |
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### **FORFEITURE OF SHARES**

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| 51. | If any Member fails to pay any call or instalment on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve a Notice on him requiring him to pay the same, together with interest accrued and any expenses incurred by the Company by reason of such non-payment.   | Notice to request for payment   |
| 52. | The Notice shall further name a day (not being less than 14 days from the date of the Notice) on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment, are to be paid, and shall also name the place at which and the person to whom payment is to be made. The Notice shall also state that, in the event of non-payment at or before the time and to the person and at the place appointed, the shares in respect of which such call or instalment was payable will be liable to be forfeited. | Notice to state day, time and place                                   |
| 53. | If the requisitions of any such Notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of all calls, interest and expenses due in respect thereof have been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends in respect of the forfeited shares not actually paid before the forfeiture.   | Forfeiture on non compliance with notice                              |
| 54. | Any shares so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner, either subject to or discharged from all calls made prior to the forfeiture as the Directors think fit; or the Directors may, at any time before such shares are disposed of, annul the forfeiture upon such terms as they may approve.  | Effect of forfeiture of shares  |
| 55. | The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the shares as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act, the Central Depositories Act and the Rules given or imposed in the case of past Members.   | Extinction of claims  |
| 56. | Any Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall notwithstanding, be liable to pay the Company all calls instalments, interest and expenses owing upon such shares at the time of forfeiture, together with interest thereon, at such rate, not exceeding Eight (8) per centum per annum, as the Directors shall  | Rights and liabilities of members whose shares have been forfeited or |

- appoint, down to the date of payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof. surrendered
57. The provision of these Articles as to the forfeiture shall apply in the case of non-payment to any sum which by the terms of issue or allotment 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.
58. When any shares shall have been forfeited, an entry shall forthwith be made in the Register or the Record of Depositors, as appropriate, opposite to the share, stating the forfeiture and the date thereof, and, as soon as the shares so forfeited shall have been disposed of, an entry shall also be made of the manner and date of the disposal thereof. Record of forfeiture
59. The Company shall have a first and paramount lien on shares and dividends from time to time declared in respect of such shares and such lien shall be restricted to unpaid calls and instalments upon the specified shares in respect of which such monies are due and unpaid and to such amounts as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. Company to have paramount lien
60. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such Member, his executors or administrators, and default shall have been made by him or them in the payment, fulfillment, or discharge of such debts, liabilities or engagements for seven (7) days after such notice. Enforcing lien by sale
61. The net proceeds of any such sale shall be applied in or towards satisfaction of the unpaid calls and accrued interest and expenses of such shares and the residue (if any) paid to the person entitled to the shares at the date of sale, or his executors, administrators or assignees or as he directs. Application of proceeds
62. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Sale of forfeited shares

### CONVERSION OF SHARES INTO STOCK

63. The Company by resolution in general meeting may convert any fully paid-up shares into stock, and may convert and re-convert any stock into paid-up shares of any denomination. When any shares have been converted into Power to convert into stock

stock the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which fully paid-up shares in the Company's capital may be transferred, or as near thereto as circumstances will admit. But the Directors may from time to time if they think fit, fix the minimum amount of stock transferable, but the minimum shall not be greater than the nominal amount of the share from which the stock arose.

64. The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company, and for other purposes as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted, but so that none of such privileges or advantages except the participation in profits of the Company or in the assets of the Company on winding-up shall be conferred by any such aliquot part of such stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special privilege attached to the shares so converted. Save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares.
- Right of stockholder

### **BORROWING POWERS**

65. The Directors may raise or borrow money for the purposes of the Company's business and may secure repayment of the same by mortgage or charge upon the whole or any part of the assets and the property of the Company present or future, including its uncalled or unissued capital and may with the sanction of a General Meeting of the Company issue bonds, debentures or debenture stock either charged upon the whole or any part of the assets and property of the Company present or future including the uncalled capital, or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not exceed the nominal amount of the share capital of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.
- Directors' borrowing power
66. The Directors shall not borrow any money or mortgage or charge any of the Company's or the 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.
67. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge and shall not be entitled by notice to the shareholders or otherwise to obtain priority over such prior charge.
- Charge of uncalled capital
68. Any bonds, debentures, debenture stock or other securities issued or to be issued by the Company shall be under the control of the Directors, who may issue them at a discount, premium or otherwise and upon such terms
- Issue of bonds, debentures, debenture stock and

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|     | and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.  | other securities                  |
| 69. | The Company may, upon the issue of any bonds, debentures, debenture stock, or other securities, give to the creditors of the Company holding the same, or to any Trustees or other persons on their behalf, a voice in the management of the Company, whether by giving to them the right of attending and voting at General Meetings or by empowering them to appoint one (1) or more of the Directors of the Company, or otherwise as may be agreed. | Right of trustees                 |
| 70. | If the Directors, or any of them, or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.              | Indemnity to secure Director      |
| 71. | 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 the Act in regard to the registration of Mortgages and Charges therein specified and otherwise.  | Register of mortgages and charges |
| 72. | The Directors may close any Register of Holders of Debentures for such period or periods (not exceeding in the whole 30 days in any year) as they think fit.   | Register of debenture holders     |
| 73. | The sum of Ringgit Malaysia Five (RM5.00) shall be the sum payable for each inspection of the Register of Mortgages and Charges under Section 362 of the Act by any creditor or member of the Company or by any other person on payment of a fee of Ringgit Malaysia Ten (RM10.00).  | Fees for inspection of register   |

### **GENERAL MEETINGS**

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| 74. | The Directors shall convene an Annual General Meeting to be held once at least in every calendar year for the purpose of receiving and considering the profit and loss account, the balance sheet and the reports of the Directors and auditors, to elect Directors in the place of those retiring by rotation, and auditors, and to declare dividends, at such time, not being more than fifteen months after the holding of the last preceding Annual General Meeting, and at such place as may be determined by the Directors. Such general meetings shall be called "Annual General Meetings" and shall be specified as such in the notice convening the meeting. All other meetings of the Company shall be "Extraordinary General Meetings". | Annual General Meeting                  |
| 75. | The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and they shall, on the requisition of Members of the Company representing not less than one-tenth (1/10) of such of the issued share capital of the Company as at the date of the requisition carries the  | Convening Extraordinary General Meeting |

right of voting at general meetings, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:-

- (1) the requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form each signed by one or more of the requisitionists.
- (2) If the Directors do not, within fourteen (14) days from the date of the requisition being so deposited proceed to convene a meeting, the requisitionists or any of them representing more than one half (1/2) of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three (3) months from the date of such deposit.
- (3) In the case of a meeting at which a resolution is to be proposed as a Special Resolution, the Directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by Section 292 of the Act.
- (4) Any meeting convened under this Article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.
- (5) A requisition by joint holders must be signed by all such holders.

76. Twenty one (21) days' notice in writing at the least of every meeting convened for the purpose of passing a Special Resolution or of every annual general meeting and fourteen (14) days' notice in writing of every other general meeting (the length of notice being exclusive in every case both of the day on which the notice is served or deemed to be served and of the day of the meeting for which the notice is given), specifying the place, the day and the hour of the meeting and in the case of special business accompanied by a statement specifying the general nature of such business and the effect of any proposed resolution in respect of such special business shall be given in manner hereinafter mentioned to such persons as are under the provisions hereinafter contained or under the Act, the Central Depositories Act and the Rules entitled to receive notices from the Company, and by advertisement in the daily press and such that the notices of all meetings shall be given to Bursa Securities and advertised in the press at the same time as shareholders are notified.

Notice of Meetings

77. In respect of Depositors:

Record of Depositors

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

Record of Depositors

	(3) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations, 1996 (where applicable) and notwithstanding any provision in the Act, a Depositor shall not be regarded as a member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.	Record of Depositors
78.	(1) The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the Members shall not invalidate any resolution passed at any such meeting.	Accidental omission to give Notice
	(2) All business transacted at an Annual General Meeting, other than business which, under these Articles ought to be transacted at an Annual General Meeting, and all business transacted at an Extraordinary General Meeting shall be deemed special.	Special business
79.	Five (5) Members personally present or two (2) shareholders holding at least one-tenth (1/10) of the issued capital of the Company personally present shall be a quorum for a general meeting and no business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.	Quorum
80.	If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Directors may by notice to the shareholders appoint. If at such adjourned meeting a quorum is not present any two (2) Members who are personally present shall be a quorum, and may transact the business for which the meeting was called.	Adjournment if quorum not present
81.	Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.	Chairman's casting vote
82.	At any general meeting, unless a poll is demanded by the Chairman or by at least four (4) Members entitled to vote at the meeting or by a Member or Members, holding or representing by proxy or entitled to vote in respect of at least one-tenth (1/10) of the total voting rights of Members having a right to vote at the meeting or holding shares conferring the right to vote at the meeting on which a sum has been paid up equal to not less than one-tenth (1/10) of the total sum paid up on all the shares conferring the right, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.	Evidence of passing of resolutions
83.	If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once, or after an interval or adjournment, and the result of the poll shall be	How a poll is to be taken



deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

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| 84. | The Chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.   | Power to adjourn general meeting |
| 85. | The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman of a meeting, and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment. | Demand for a poll                |

### VOTES OF MEMBERS

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| 86. | Upon a show of hands every holder of ordinary shares or preference shares present in person or by proxy shall have one (1) vote only. Upon a poll every Member present in person or by proxy shall have one (1) vote for every share held by him upon which there are no calls in arrear.   | Voting rights of members                 |
| 87. | No Member shall be entitled to vote at any General Meeting in respect of any shares held by him upon which any calls made remain unpaid.  |  |
| 88. | Votes may be given either personally or by proxy. A proxy need not be a member of the Company.  |  |
| 89. | Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto and if more than one (1) of such joint holders be present at any Meeting, personally or by proxy that one (1) of the said persons so present whose name stands first on the Register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof. | Voting rights of joint holders           |
| 90. | A Member of unsound mind, or in respect of whom an order in lunacy has been made by any competent Court, may vote by his Committee, curator bonis, or other person in the nature of a Committee or curator bonis appointed by the Court or on a poll by a proxy of such person.   | Voting rights of members of unsound mind |
| 91. | The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or, if such appointor be a corporation, under its Common Seal. Provided always that a corporation being a Member of the Company may appoint any one (1) of its officers to be its proxy, and the person so appointed may attend and vote at any meeting at which the Appointor is entitled to vote.  | Proxy to be in writing                   |

92. Where a member of the Company is an exempt authorized nominee, as defined under the Central Depositories Act which is exempted from compliance with the provisions of subsection 25A(1) of the Central Depositories Act, which holds ordinary shares in the company for multiple beneficial owners in one securities account (“omnibus account”), there is no limit to the number of proxies which the exempt authorized nominee may appoint in respect of each omnibus account it holds. Appointment of at least one proxy
93. Every instrument of proxy whether for a specified Meeting or otherwise shall as nearly as circumstances will admit be in the form or to the effect following:- Form of proxy
- I/We, ..... being a Member/Members of UNITED PLANTATIONS BERHAD hereby appoint ..... of ..... or failing him ..... of ..... as my/our proxy to vote for me/us and on my/our behalf at the (Annual General or Extraordinary General as the case may be) Meeting of the Company to be held on the ..... day of ..... 20 .... and at any adjournment thereof. As Witness my/our hand this .....day of ..... 20 ... Signed by the said ..... in the presence of .....
94. A proxy to vote shall be deemed to include power to demand a poll. Right to demand for a poll
95. Any person entitled to the shares of a member in consequence of death or bankruptcy of the member may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that twenty four (24) hours at least before the time of holding the Meeting or adjourned Meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. Right to vote in consequence of death or bankruptcy of member
96. Any shareholder shall be entitled to appoint by Power of Attorney some person, whether a Member of the Company or not, to act as his attorney for the purpose of receiving notices of General Meetings, attending General Meetings and voting thereat, and upon such Power of Attorney being deposited with the Company an entry shall be made in the Register, and all notices of Meetings held during the continuance of such Power of attorney shall be served upon the attorney thereby appointed as if such attorney were a Member of the Company and the registered owner of the shares and the attorney shall be entitled to attend any General Meeting of the Company during the continuance of his appointment and to vote thereat in respect of the shares of the Member appointing him, such vote to be exercised either personally or by proxy appointed by the attorney. Every such power shall remain in full force notwithstanding the death of or its revocation by other means by the grantor, unless and until express notice in writing of such death or revocation shall have been given to the Company. Power of Attorney

97. The instrument appointing a proxy or attorney or an office copy or notarially certified copy shall be registered at the Registered Office, or such place or places as the Directors shall from time to time appoint, not less than forty eight (48) hours before the time fixed for the Meeting or adjourned Meeting, but no instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution. Instrument appointing proxy to be deposited at the Company's Registered Office
98. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares (including a transfer pursuant to the Rules) in respect of which the proxy was given provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office within forty-eight (48) hours before the Meeting. Revocation of authority

### DIRECTORS

99. The number of Directors shall not be less than five (5) or more than twelve (12). All Directors shall be natural persons. Appointment and number of directors
100. The Directors shall have power from time to time and at any time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum hereinbefore prescribed. But any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election. Casual vacancy
101. A Director may, but need not necessarily, be a shareholder in the Company. No shareholding qualification
102. The fees of directors, and any benefits payable to directors shall be subject to annual shareholder approval at a general meeting and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office or part only of the period in respect of which such fees and/or benefits are payable shall be entitled only to rank in such division for a proportion of fees and/or benefits related to the period during which he has held office. Provided always that:- Remuneration of Directors
- (1) Fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.
  - (2) Salary payable to Directors who do hold an executive office in the Company may not include a commission on or percentage of turnover.
  - (3) Any remuneration paid to an Alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

- (4) The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company.
- Expenses and extra remuneration

Any Director who is appointed to any executive office including the office of Chairman or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary percentage of profits or otherwise as the Directors may determine but not a commission on or percentage of turnover. Any such extra remuneration payable to a non-executive Director shall not include a commission on or a percentage of profits or turnover.

### **POWERS OF DIRECTORS**

103. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of the Act, and of these presents and to such regulations, not being inconsistent with the aforesaid Articles, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. Notwithstanding the foregoing any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by shareholders in General Meeting.
- General powers of the Directors to manage the business of the company

### **RESIGNATION, DISQUALIFICATION, ROTATION AND REMOVAL OF DIRECTORS ETC.**

104. A Member of the Board of Directors shall cease to hold office:-
- (a) When he resigns his office and gives fourteen (14) days written notice of such resignation at the office of the Company.
- (b) If he is absent from more than half of the total board of directors' meetings held during a financial year after his appointment, except when a waiver or exemption is granted by the Bursa Malaysia Securities Berhad.
- (c) If he becomes bankrupt or be legally deprived of the administration of his estate during his term of office.
- (d) At the discretion of the Board of Directors, if he makes any arrangement with his creditors derogatory to his credit.
- (e) If he becomes a lunatic or of unsound mind or be subjected to guardianship during his term of office.
- Vacation of office of director

- (f) If he received from any third party without the knowledge of the Board of Directors any payment or profit of any kind whatsoever for any act done by him on behalf of the Company, or in respect of any contract or bargain between the Company and a third party.
105. No Director shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which this Company shall be a shareholder or otherwise interested, or from contracting with the Company either 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 shall be in any way interested, be avoided, nor shall any Director be liable to account to the Company for any profit arising from such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is first taken into consideration if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. If a Director becomes interested directly or indirectly in a contract or proposed contract or arrangement after it is made or entered into the disclosure of his interest shall be made at the first meeting of the Directors held after he becomes so interested. No Director shall as a Director vote in respect of any contract or proposed contract or arrangement in which he is so interested as aforesaid; and if he do so vote his vote shall not be counted, but this prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting and such prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company, provided such notice is given at a meeting of the Directors or brought up and read at the next meeting of Directors after it is given.
106. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number of Directors shall be less than the minimum number before specified, they shall do no act other than appointing a Director or Directors, or calling a General Meeting of the Company until the number of Directors has been made up to the said minimum.
107. All Directors who shall be elected or re-elected shall hold office for a period of three (3) years. An election of Directors shall take place every year.
108. At the Annual General Meeting, one-third (1/3) of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third (1/3), shall retire from office and be eligible for re-election.
109. The one-third (1/3) or other nearest number to retire as aforesaid at the Annual General Meeting shall, unless the Directors agree among
- Disclosure of interests in contracts by Directors and restriction on voting
- Reduction in number of Directors
- Retirement of Directors
- Retirement of Directors
- Determination of Directors to

- themselves, be determined by lot; but in every subsequent year the one-third (1/3) or other nearest number, who have been longest in office shall retire. As between two (2) or more who have been in office an equal length of time the Director or Directors to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting at which he retires.
110. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall, if willing, continue in office until the Annual General Meeting in the next year, and so on from time to time until their places are filled up, unless at such a Meeting it is resolved not to fill up such vacated office.
111. The Company in general meeting, may, subject to the provisions of these Articles, from time to time appoint new Directors and may increase or reduce the number of Directors in office.
112. The Company may by Ordinary Resolution remove a Director before the expiration of his period of office and may by Ordinary Resolution appoint another in his stead in accordance with the provisions of Section 206 and 207 of the Act. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been so removed.
113. Any Director may from time to time appoint any person who is approved by the majority of the Directors or alternative or substituted Directors to be an alternate or substituted Director. The Appointee while he holds office as an alternate Director shall be entitled to Notice of Meetings of the Directors and to attend and vote thereat as a Director and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the Appointor or by a majority of other Directors and any appointment or revocation under this Article shall be effected by Notice in writing to be delivered to the Secretary of the Company. A director may appoint a person to act as his alternate provided that such person is not a director of the company and such person does not act as an alternate for more than one director of the company.
114. No person other than a retiring Director shall be eligible for election to the office of Director at any General Meeting unless he or some other Member intending to propose him has at least eleven (11) clear days before the Meeting left at the office or such other place as the Director may appoint 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, PROVIDED THAT in the case of a person recommended by the Directors for election nine (9) clear days Notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at
- retire and eligibility for re-election
- Filling of vacancy
- Increase or reduction in number of Directors
- Removal of Directors
- Appointment of Alternate Directors
- Election of Directors at any General Meeting

least seven (7) days prior to the meeting at which the election is to take place.

115. The Company shall keep such register of Directors' shareholdings as is required by Section 59 of the Act and shall notify to the Registrar of Companies the particulars required by that section. Register of Directors' shareholdings

### MANAGEMENT

116. All notices required to be served on the Company shall be served by leaving the same or sending through the post by registered letter addressed to the Company at its Registered Office. Correspondence address
117. Subject to any regulations or restrictions as may from time to time be laid down by the Government of Malaysia, the Directors may from time to time establish branch offices at such place or places as they may determine. Branch office

### MANAGING DIRECTORS

118. The Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors of the Company for a fixed term not exceeding three (3) years and may fix his or their remuneration, either by way of salary or commission or by giving a right to participation in the profits of the Company, or by a combination of two or more of these modes provided that remuneration shall not be by a commission on or percentage of turnover and may from time to time (subject to any provisions of any contract between him and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or appoint a substitute during his or their absence from illness or any other cause and in case of any breach of any agreement his or their remedy against the Company shall be in damages only and he or they shall have no right or claim to continue in such office contrary to the will of the Directors or of the Company in General Meeting. Appointment of Managing Director
119. The Directors may from time to time entrust to and confer upon the Managing Director or Managing Directors all or any of the powers of the Directors (not including the power to make calls, forfeit shares, borrow money or issue debentures) that they may think fit. But the exercise of all powers by the Managing Director or Managing Directors or a person performing the functions of a managing director, by whatever name called, shall be subject to all such regulations and restrictions as the Directors may from time to time make and impose and the said powers may at any time be withdrawn, revoked or varied. Power of Managing Director
120. A Managing Director shall, while he continues to hold that office, be subject to retirement by rotation and shall be reckoned as a Director for the purpose of determining the rotation or retirement of Directors or in fixing the number of Directors to retire unless and until he shall cease to be Managing Director whereupon he shall remain an Ordinary Director and be subject to the same Managing Director subject to retirement by rotation

rules and conditions.

### PROCEEDINGS OF DIRECTORS

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| 121. | The Directors shall elect one (1) of their members to be Chairman of their Meetings, and another member to be Vice-Chairman and determine the period for which they are to hold office respectively, but if no such Chairman or Vice-Chairman is elected or if at any Meeting neither the Chairman nor Vice-Chairman is present at the time appointed for holding the same, the Directors present shall choose someone of their number to be Chairman of such Meeting.  | Chairman of Directors                                    |
| 122. | The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two (2) Directors shall be a quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes at any Meeting the Chairman shall have a second or casting vote but when only two (2) Directors are present and form a quorum or only two (2) Directors are competent to vote on the question at issue, the Chairman shall have no casting vote.   | Quorum and votes of Directors                            |
| 123. | Meetings of the Board of Directors shall be held at such places as the Board may determine and may at any time be convened by the Chairman (or during his absence by the Vice-Chairman) or not less than four (4) Ordinary Directors by giving at least seven (7) days notice to the Directors.   | Notice of Meeting  |
| 124. | Notice of any meeting of the Directors may be given by telephone or facsimile and 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:<br>(i) the quorum of Directors is met;<br><br>(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;<br><br>(iii) hear each of them subject as hereinafter mentioned throughout the meeting;<br><br>(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; | Meeting by telephonic or other electronic communications |



(v) all information and documents are made equally available to all participants prior to or at/during the meeting; and

(vi) a minutes of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by both the Chairman and the Secretary of the Company.

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| 125. | A Meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.   | Meeting of Directors                         |
| 126. | The Directors may delegate any of their powers (other than the powers to borrow and make calls) to Committees consisting of such Member or Members of their body as they think fit and may from time to time revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall so far as not altered by any regulations made by the Directors apply also to the meeting and proceedings of any Committee. | Committees                                   |
| 127. | All acts done by any meeting of the Directors or of a Committee of Directors or by any persons acting as Directors shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.  | Validity of acts where appointment defective |
| 128. | A Resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.  | Resolutions in writing                       |
| 129. | The Directors shall cause minutes to be duly entered in books provided for the purpose:<br><br>(a) Of all appointments of Officers.<br><br>(b) Of all the names of the Directors present at each meeting of the Directors and of any Committee of Directors.<br><br>(c) Of all orders made by the Directors and Committees of Directors.<br><br>(d) Of all Resolutions and proceedings of general meetings and of meetings of the Directors and Committees.  | Minutes Book                                 |

Any such minutes of any meeting of the Directors or of any Committee, or of the company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

### THE SEAL

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| 130. | The Directors shall provide for the safe custody of the Seal which shall never be used except by the authority of the Directors, or a Committee of the Directors previously given and subject to the Article following in the presence of one (1) Director at least who shall sign every instrument to which the Seal is affixed and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors. | Custody and affixation of Seal                        |
| 131. | The Company may exercise the powers conferred by Section 62 of the Act with regard to official seals for use outside Malaysia, and may accordingly have for use in any country, territory, district or place not situated in Malaysia the Official Seal which shall be a facsimile of the Common Seal with the addition on its face of the name of every country, territory, district or place where it is to be used.                              | Seal for use abroad                                   |
| 132. | The Company may by writing under its Common Seal authorise any Director or attorney in any such country, territory, district or place not situated in Malaysia to affix such Official Seal to any deed or other document to which the Company is party in that country, territory, district or place.   | Authority to Director for use of Seal abroad          |
| 133. | The authority conferred by such instrument shall continue during the period (if any) mentioned therein or if no period is mentioned, until notice of the revocation or termination of the authority has been given to the person dealing with the Company pursuant to such authority.   | Notice of revocation                                  |
| 134. | The person affixing any such Official Seal shall by writing under his hand on the Deed or other document to which the Seal is affixed certify the date and place of affixing the same.  | Certification on date and place of affixation of Seal |
| 135. | A Deed or Instrument to which an Official Seal is duly affixed shall bind the Company as if it had been sealed with the Common Seal of the Company.   | Legality of document                                  |

### ANNUAL RETURNS

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| 136. | The Company shall make the requisite annual return in accordance with Section 68 of the Act. | Annual Return |
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### RESERVE FUND

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| 137. | The Directors may before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a Reserve Fund to meet contingencies or for equalising dividends or for special | Power to carry profit to reserve |
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dividends or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company. And the Directors may invest the sums so set aside upon such investments other than shares of the Company as they may think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and they may divide the Reserve Fund into such special funds as they think fit with full power to employ the assets constituting the Reserve Fund in the business of the Company and that without being bound to keep the same separate from the other assets of the Company.

### **DIVIDENDS**

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| 138. | Where capital is paid up in advance of calls upon the footing that the same shall carry interest such capital shall not whilst carrying interest confer a right to participate in profits.  | Capital paid in advance of calls                     |
| 139. | The Company in General Meeting may declare a dividend to be paid to the Members according to their rights and interests in the profits and may fix the time for payment. Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the last registered address of the Member or person entitled thereto or by direct transfer or such other mode of electronic means (subject to the provision of the Act, the Central Depositories Act and the Rules, the Listing Requirements and/or other regulatory authorities) to the bank account of the member whose name appears in the record of Depositors. Every such cheque or warrant or payment by direct transfer shall be made payable to the order of the person to whom it is sent to such person as the holder or person or persons entitled to the share in consequence of death or bankruptcy of the holder may direct and payment of the cheque or warrant or payment by such electronic means shall be a good discharge to the Company, notwithstanding any discrepancy given by the member in the details of the bank account. Every such cheque or warrant or electronic transfer or remittance shall be sent at the risk of the person entitled to the money thereby represented | Payment of dividend                                  |
| 140. | No dividend shall be payable except out of the profits arising from the business of the Company.  | Payment of dividend out of profits                   |
| 141. | The declaration of the Directors as to the amount of the net dividend of the Company shall be conclusive.   | Amount of net dividend to be determined by Directors |
| 142. | The Directors may from time to time pay to the Members such interim dividends as in their judgment the position of the Company justifies.   | Payment of interim dividend                          |
| 143. | The Directors may deduct from the dividends payable to any Member all   | Deduction of debts due to                            |

- such sums of money as may be due from him to the Company on accounts of calls or otherwise. company
144. The Company may transmit any dividend or bonus payable in respect of any share by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the Company) and shall not be responsible for any loss arising therefrom. Despatch of dividend voucher
145. On the recommendation of the Directors, any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specie assets, and in particular of paid-up shares, debentures or debenture stock of the Company or paid-up shares debentures or debenture stock of any other company or in any one or more of such ways. Payment of dividend in specie
146. On the recommendation of the Directors, any General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend, or as permitted in the Act to be capitalised or distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum. Power to capitalize profits
147. For the purpose of giving effect to any resolution under the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that such payments shall be made to any Members upon the footing of the value so fixed or that fractions of less value than Ringgit Malaysia One (RM1.00) may be disregarded in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Directors. Fractional certificates
148. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. Effect of transfer
149. The Directors may retain the dividends payable on shares in respect of which any person is under these Articles entitled to become a Member, or which any person under that Article is entitled to transfer until such person shall become a Member in respect thereof or shall duly transfer the same.

150. No dividend or bonus shall bear interest as against the Company. Interest on dividend or bonus

### ACCOUNTS

151. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, of all sales and purchases and of the assets credits and liabilities of the Company. Directors to keep proper accounts
152. The Books of Accounts shall be kept at the Registered Office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.
153. The Directors shall from time to time, subject to the provisions of the Act determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company, or any of them, shall be open to the inspection of the Members; and no Member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Directors, or by a resolution of the Company in General Meeting, and no Member not being a Director shall be entitled to enquire or receive any information concerning the business, trading or customers of the Company, or any trade secret or secret process of or used by the Company or in anywise to interfere with the management or conduct of the business of the Company.
154. At the Annual General Meeting in every year, the Directors shall lay before the Company a Profit and Loss Account and a Balance Sheet containing the summary of the property and liabilities of the Company made up to a date not more than six months before the Meeting, from the date up to which the last preceding Account and Balance Sheet were made up, and such Balance Sheet and Account shall comply with the provisions of the Act but the Directors shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than they may deem expedient, and if the Company has issued redeemable preference shares the Company shall comply with the provisions of Section 72 of the Act. The interval between the close of a financial year of the company and the issue of the annual audited accounts, the directors' and auditors' reports shall not exceed 4 months. Presentation of accounts
155. Every such Account and Balance Sheet shall be accompanied by a report of the Directors as to the state and condition of the Company and as to the amount (if any) which they recommended to be paid out of the profits by way of dividend or bonus to the Members and the amount (if any) which they propose to carry to reserve according to the provisions in that behalf hereinbefore contained; and the Balance Sheet shall be signed by at least two (2) Directors and the report by the Chairman of the meeting at which such report was approved. Directors' Report

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| 156. | A copy of the Directors' Report and Auditors reports accompanied by copies of the Balance Sheet, Profit and Loss Account and other documents required by law be annexed to the Balance Sheet, shall, not less than twenty-one (21) clear days before the Annual General Meeting, be delivered or sent by post to the registered address of every member and holder of debentures of the Company and to the Auditors, and the required number of copies of each of these documents shall at the same time be forwarded to each Stock Exchange upon which the Company's shares are listed. | Members entitled to Audited Accounts |
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### AUDIT

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| 157. | Once at least in every year the accounts of the Company shall be examined and the correctness of the Balance Sheet ascertained by one (1) or more Auditor or Auditors.  | Duties of Auditors                       |
| 158. | The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next Annual General Meeting and their appointments, remuneration, rights and duties shall be regulated by the Act.   | Appointment and remuneration of Auditors |
| 159. | Every Account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three (3) months next after the approval thereof. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth shall be conclusive. | Error in accounts                        |

### NOTICES

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| 160. | Any notice, document or other information in writing may, in accordance with these Articles and subject to the Act and any rules prescribed by Bursa Securities from time to time, be:<br>(a) given in hard copy form;<br>(b) given in electronic form;<br>(c) given by electronic means; or<br>(d) made available on the Company's website.   |  |
| 161. | Subject to the Act and any rules prescribed by Bursa Securities from time to time, a notice, document or any other information may be served on, delivered to or made available by the Company to any member:<br>(a) personally or by sending it through the post in a prepaid letter addressed to such member at his registered address in Malaysia as appearing in the Register or the Record of Depositors, or (if he has no registered address within Malaysia) to the address if any, within Malaysia supplied by him to the Company as his address for the service of notices or by publishing it by way of advertisement in at least one daily newspaper; or<br>(b) in respect of notices, documents or other information that, under the Act and any rules prescribed by Bursa Securities from time to time, may be sent in electronic form or by electronic means or by making it |  |

available on the Company's website, in the manner set out below.

162. The Company may deliver or make available a notice, document or any other information to any member:
- (a) in electronic form or by mail in the manner set out above or by electronic means to the address specified by such member to the Company for such purpose or by making it available on the Company's website provided that, in each case, such member has consented, in the manner permitted in the Act and any rules prescribed by Bursa Securities from time to time, to the Company communicating with such member in such form or manner; or
  - (b) by any other means authorised in writing by the member concerned.

For the purposes of making available notices, documents or any other information to a member on the Company's website, the Company shall notify that member that such notice, document or other information has been made available on the Company's website in the manner prescribed by the Act and any rules prescribed by Bursa Securities from time to time.

163. A member may revoke his agreement that notices, documents or other information may be sent or supplied to such member in electronic form or by electronic means or made available to such member through the Company's website by sending a notice of revocation to the Company within such period and in such manner as may be specified under the Act and any rules prescribed by Bursa Securities from time to time.
164. Upon a member receiving from the Company a notice, document or other information in electronic form or by electronic means or by the Company making such notice, document or information available on its website, such member may request that the Company send or supply to such member such notice, document or information in hard copy form. The Company shall, upon receiving such request from a member, in accordance with the Act and any rules prescribed by Bursa Securities from time to time, send or supply to such member such notice, document or information requested in hard copy form free of charge.
165. Any notice, document or other information may be served or delivered by the Company by reference to the Register of Member or Record of Depositors as it stands at any time not more than fifteen days before the date of service or delivery. No change in the Register of Members or Record of Depositors after that time shall invalidate that service or delivery. Where any notice, document or other information is served on or delivered to any person in respect of a share in accordance with these Articles, no person deriving any title or interest in that share shall be entitled to any further service or delivery of such notice, document or information. Each member shall, from time to time, notify in writing to the Company some place which shall be deemed his registered address for the purposes of this Article.

166. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company, may be sent or served by leaving the same or sending it by mail, postage prepaid (and, if posted outside Malaysia, by prepaid airmail), addressed to the Company or to such officer at the Office. The Directors may from time to time specify the form and manner in which a notice may be given to the Company by electronic means, including one or more addresses for the receipt of communications by electronic means, and may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such communication. A notice may be given to the Company by electronic means only if it is given in accordance with the requirements specified by the Directors.
167. Subject to the Act and any rules prescribed by Bursa Securities from time to time, a notice, document or any other information served, delivered or issued by or on behalf of the Company:
- (a) if sent by mail, postage prepaid, it shall be deemed to have been served or delivered on the day following that on which such notice, document or other information was put in the post. In proving such service it shall be sufficient to prove that the relevant notice, document or other information was properly addressed and put into the post as prepaid mail or prepaid airmail (as the case may be);
  - (b) if left by the Company at a registered address of a member, it shall be deemed to have been served or delivered on the day it was left;
  - (c) if published by way of advertisement, shall be deemed to have been served or delivered on the day it was published;
  - (d) if sent by electronic means, other than by making it available on the Company's website, shall be deemed to have been served or delivered 48 hours following the time that such communication was sent;
  - (e) if made available by the Company on its website, shall be deemed to have been served or delivered 48 hours from the later of (i) the time that such notice, document or other information was first made available on the Company's website; and (ii) the time that a member was notified of the presence of such notice, document or other information on the Company's website; and
  - (f) if sent by any other means authorised in writing by the member concerned, shall be deemed to have been served or delivered when the Company has carried out the action it has been authorised to take for that purpose.
168. Any member present, either personally or by proxy, at any meeting of the Company or class of members of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.
169. Every person who, by operation of law, transfer or any other means whatsoever, shall become entitled to any shares shall be bound by every notice, document or other information in respect of such shares which, prior to his name and address being entered in the Register, was duly served on or delivered to the person from whom he derives his title to such shares.



170. Any notice, document or other information served upon or delivered to or left at the registered address of any member in pursuance of these Articles, shall, notwithstanding that such member be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served or delivered in respect of any share held by such member, whether held solely or jointly with other persons, until some other person be registered instead of him as the holder or joint holder of such share, and such service or delivery shall, for all purposes of these Articles, be deemed a sufficient service or delivery of such notice, document or other information on his executors, administrators or assigns, and all persons (if any) jointly interested with him in such share.
171. The signature on any notice, document or other information to be given by the Company may be written or printed.

### **RECONSTRUCTION**

172. Any sale or disposal by the Directors of the Company's main undertaking shall be subject to the ratification by shareholders in General Meeting. On any sale of the undertaking of the Company, the Directors or the liquidators on a winding up may if authorised by a Special Resolution accept fully paid or partly paid up shares, debentures or securities of any other company whether British, foreign or Commonwealth either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors (if the profits of the Company permit) or the liquidators (on a winding up) may distribute such shares or securities or any other property of the Company amongst the Members without realisation, or vest the same in trustees 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 the 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 case the Company is proposed to be or is in the course of being wound-up such statutory rights (if any) under Section 270 of the Act as are incapable of being varied or excluded by these presents. Reconstruction
173. In the event of a winding-up of the Company in Malaysia every Member of the Company who is not for the time being in Malaysia shall be bound within fourteen (14) days after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company, to serve notice in writing of the Company appointing some householder in Malaysia upon whom all summons, notices, process orders and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the Liquidator of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee whether appointed by the Member or the Liquidator shall be deemed to be Winding-up

good personal service on such Member for all purposes and where the Liquidator makes any such appointment he shall with all convenient speed give Notice thereof to such Member by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register of Members or Record of Depositors of the Company and such Notice shall be deemed to be served on the day following that on which the letter is posted.

### **INDEMNITY OF DIRECTORS ETC.**

174. Every Director, Manager, Secretary or Officer of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Manager, Secretary, Officer or Auditor 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 Section 581 of the Act in which relief is granted to him by the Court.
- Indemnity for Company's Officer

### **WINDING UP**

175. 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 at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed among the Members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of holders of shares issued upon special conditions.
- Distribution of assets in specie
176. If the Company shall be wound up, whether voluntarily or otherwise the Liquidator may with the sanction of a Special Resolution divide among the Members in specie any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the Members as the Liquidator with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Members of the Company (except where defined by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the Members shall be determined on, any Member who would be prejudiced thereby shall have the right to dissent and
- Voluntary Liquidation

any ancillary rights as if such determination were a Special Resolution in favour of which he did not vote passed pursuant to Section 457 of the Act and as if for the word “seven”(7) appearing in sub-section (2) of Section 457 of the Act there were substituted the words “twenty one” (21). In case any shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under 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 Liquidator to sell his proportion and pay him the net proceeds, and the Liquidator shall, if practicable act accordingly. On the voluntary liquidation of the company, no commission or fee shall be paid to a Liquidator unless it shall have been approved by the shareholders. The amount of such payment shall be notified to all shareholders at least seven (7) days prior to the Meeting at which it is to be considered.

### **EFFECT OF THE LISTING REQUIREMENTS**

- |      |     |  |                                    |
|------|-----|--|------------------------------------|
| 177. | (1) | Notwithstanding anything contained in these Articles, if the Listing Requirements prohibit an act being done, the act shall not be done.   | Effect of the Listing Requirements |
|      | (2) | Nothing contained in these Articles prevents an act being done that the Listing Requirements require to be done.   |                                    |
|      | (3) | 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).                              |                                    |
|      | (4) | If the Listing Requirements require these Articles to contain a provision and they do not contain such a provision, these articles are deemed to contain that provision.                 |                                    |
|      | (5) | If the Listing Requirements require these Articles not to contain a provision and they contain such a provision, these Articles are deemed not to contain that provision.                |                                    |
|      | (6) | If any provision of these Articles is or becomes inconsistent with the Listing Requirements, these Articles are deemed not to contain that provision to the extent of the inconsistency. |                                    |

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