

Company No.	
924363	W

THE COMPANIES ACT, 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

AIA GENERAL BERHAD

Incorporated on the 6th day of December, 2010

(Incorporating all amendments made up to 3 August 2018)



AKTA SYARIKAT 2016

[Seksyen 28 (3) (b)]

No. Syarikat - MyCoID

924363	W
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NOTIS PERAKUAN PEMERBADANAN ATAS PERTUKARAN NAMA SYARIKAT

Dengan ini diperakui bahawa

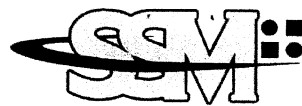
GREEN HEALTH CERTIFICATION BERHAD

yang telah diperbadankan di bawah Akta Syarikat 2016,
pada 06 haribulan Disember 2010, sebagai sebuah syarikat
persendirian, pada 22 haribulan Februari 2017 telah menukar namanya
kepada

AIA GENERAL BERHAD

dan bahawa syarikat ini adalah sebuah syarikat persendirian
dan adalah sebuah syarikat berhad menurut syer.

Pendaftar Syarikat Malaysia



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 13
AKTA SYARIKAT 1965

[Seksyen 23(2)]

No. Syarikat

924363

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PERAKUAN PEMERBADANAN ATAS PERTUKARAN NAMA SYARIKAT

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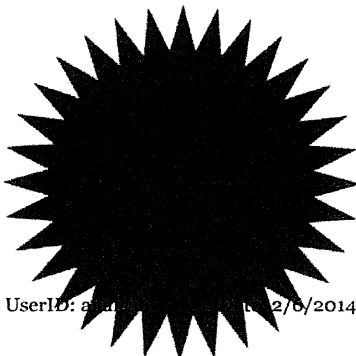
AIA AFG TAKAFUL BHD.

yang telah diperbadankan di bawah Akta Syarikat 1965, pada
06 haribulan Disember 2010, sebagai sebuah syarikat awam,
pada 02 haribulan Jun 2014 telah menukar namanya kepada

GREEN HEALTH CERTIFICATION BERHAD

dan bahawa syarikat ini adalah sebuah syarikat awam
dan adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur
pada 02 haribulan Jun 2014.



NAZILA BINTI ALIAS
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA



SURUHANGJAYA SYARIKAT MALAYSIA COMPANIES COMMISSION OF MALAYSIA

BORANG 23 AKTA SYARIKAT 1965 [Seksyen 52(3)]

No. Syarikat

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**SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA**

**BORANG 8
AKTA SYARIKAT 1965**

[Seksyen 16(4)]

No. Syarikat - MyCoID

924363

W

PERAKUAN PEMERBADANAN SYARIKAT AWAM

Dengan ini diperakui bahawa

AIA AFG TAKAFUL BHD.

**telah diperbadankan di bawah Akta Syarikat 1965, pada dan mulai dari
06 haribulan Disember 2010, dan bahawa syarikat ini adalah sebuah syarikat
berhad menurut syer.**

**Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur
pada 06 haribulan Disember 2010.**



UserID: aha.sal

Date: 6/12/2010 10:54:43 AM

**NOORLIDA HANIM BINTI AHMAD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA**

THE COMPANIES ACT, 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

AIA GENERAL BERHAD

- 1 The name of the Company is **AIA General Berhad**.
- 2 The registered office of the Company will be situated in Malaysia.
- 3 The objects for which the Company is established are:
 - (1) To undertake and carry on the business of accident, employees' liability, fidelity guarantee, contract guarantee and indemnity, third party, burglary or theft, fire, marine, storm, vehicle, disease, sickness, aviation, transit, plate glass and mortgage or other investment insurance, or any of them and to transact all or any other kinds and classes of insurances and reinsurances.
 - (2) To undertake and execute trusts of all kinds and to act as trustee, executor, administrator, receiver, guardian, committee or in another fiduciary position and generally transact all kinds of trust and other agency business either gratuitously or on commission, fees or otherwise in any manner the Company deems fit.
 - (3) To carry on any other business whether similar to the foregoing or not which may in the opinion of the Directors be conveniently carried on in connection with any business of the Company or calculated directly or indirectly to advance the Company's interests or enhance the value of or render profitable any of the Company's property or rights.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such

Company No.

924363	W
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sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses. A reference to 'company' in this Clause (including section 19 of and in the Third Schedule of the Companies Act), except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere.

- 4 To exercise any and/or all the powers contained in section 19 of and in the Third Schedule to the Companies Act, 1965 including to purchase, subscribe for, underwrite, invest in, take or otherwise acquire and hold any shares, stocks, bonds, options, debentures, debenture stock obligations or securities in or of any company, corporation, public body, supreme, municipal, local or otherwise or of any Government or State, and to act as and perform all the functions of a holding Company.
- 5 The liability of the members is limited.
- 6 The capital of the Company is RM200,000,000.00 only divided into 200,000,000 ordinary shares of RM1.00 each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.
- 7 Subject always to the respective rights, terms and conditions mentioned in paragraph 6 hereof the Company will have the power to increase or reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company.

Company No.

924363	W
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We, the several persons whose names and addresses are subscribed hereto are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Description of Subscribers	Number of Shares taken by each subscriber
Khor Hock Seng (NRIC No. 590824-07-5455) 10 Jalan PJU 1A/54 Damansara Idaman 47500 Petaling Jaya Selangor Darul Ehsan Chief Executive Officer & Managing Director	One (1)
Lee Eng Leong (NRIC No. 670923-10-6181) 45 Jalan Hilir 4 Taman Sri Angsana Hilir Kampung Pandan Dalam 55100 Kuala Lumpur Group Chief Financial Officer	One (1)
Total number of shares taken	Two (2)

Dated this 3rd day of December, 2010.

Witness to the above signatures:-

Name : Khor Lee Chin (MAICSA 7017410)
Occupation : Chartered Secretary
Address : 1056 Jalan Kuang Gunung 4
Taman Kepong
52100 Kuala Lumpur

THE COMPANIES ACT, 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AIA GENERAL BERHAD

PRELIMINARY

- 1 The regulations in Table “A” in the Fourth Schedule to the Companies Act 2016 will not apply to the Company except so far as the same are repeated or contained in the Articles.

INTERPRETATION

- 2 In these Articles the words standing in the first column below will bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

WORDS

MEANINGS

Act

the Companies Act 2016 or any statutory modification, amendment or re-enactment thereof for the time being in force and all subsidiary legislation made thereunder.

Affiliate

in relation to any person, any subsidiary or holding company of such person, any subsidiary of any such holding company and any company in which such person or any such holding company holds or controls directly or indirectly not less than 20% of the issued share capital and shall include a corporation which is deemed to be related to such person under the provision of the Act, i.e. a corporation which is its holding company, or a corporation which is its subsidiary, or a corporation

Company No.	
924363	W

which is a subsidiary of the holding company of such person; in relation to AIA, the extent of the relationship shall be confined to the holding company level of AIA Group Limited and for the avoidance of doubt, it shall not be extended to deem American International Group Inc or any of its subsidiaries or entities which it holds or controls directly or indirectly not less than 20% of the issued share capital as “Affiliates”.

AIA	AIA BHD. (Company No. 790895-D), a company incorporated in Malaysia and having its principal office at Menara AIA, 99 Jalan Ampang, 50450 Kuala Lumpur Malaysia.
Articles	these Articles of Association or other regulations of the Company for the time being in force.
associated company	any company which is deemed to be related to the Company in terms the Act or which, in the opinion of the Directors, can properly be otherwise regarded as being connected with the Company.
Authority(ies)	BNM and/or any other authorities having jurisdiction over insurance matters in Malaysia pursuant to the Financial Services Act.
BNM	Bank Negara Malaysia, a body established under the Central Bank of Malaysia Act, 1958, which is the authority presently having jurisdiction over all insurance matters in Malaysia pursuant to the Financial Services Act.
Board	the board of Directors of the Company.
Business Day	any day other than a Saturday, Sunday or a day which is a public holiday in Kuala Lumpur, on which AIA’s office in Kuala Lumpur is open for business.
Chief Executive Officer	means an individual, who either individually or jointly with one or more other persons, is responsible, subject to the authority of the Directors, for the conduct of the business and the administration of the Company.
Company	AIA General Berhad
Directors	the directors for the time being of the Company appointed from time to time.

Executive Director	any director, including a chief executive officer, who has been or is engaged substantially whole-time in the business of the Company or of any associated company or partly in one and partly in another.
IFRS	International Financial Reporting Standards.
in writing	written, printed or lithographs or visibly expressed in all or any of these or any other modes of representing or reproducing words.
Memorandum	the Memorandum of Association of the Company, as amended, supplemented or substituted from time to time.
Member	any person/persons currently holding shares in the Company and whose names appear in the Register of Members.
Month	a calendar month.
Office	the registered office of the Company.
Record Date	in relation to any dividends, rights, allotments and other distributions, the date on which the shareholders must be registered in order to participate in such dividends, rights, allotments or other distributions.
Register of Members	the register of members to be kept pursuant to the Act.
Seal	the common seal of the Company.
Securities	include shares, debentures, stocks or bonds issued or proposed to be issued and includes any right, option or interest in respect thereof.
Secretary	the Secretary of the Company appointed by the Directors under these Articles.
share	means any share in the capital of the Company.
Statutes	the Act and every other act for the time being in force concerning joint stock companies and affecting the Company.

Financial Services Act means the Financial Services Act 2013 or any statutory modification or re-enactment thereof for the time being in force.

Words importing the singular number includes the plural number and vice versa.

Words importing the masculine gender includes the feminine gender. Words importing persons includes corporations.

Subject as aforesaid, any words or expression defined in the statutes or these Articles will, except where the subject or context forbids, bear the same meaning in the Act.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Acts, 1948 and 1967 as amended from time to time and any re-enactment thereof.

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

BUSINESS

- 3 Any branch or kind of business which by the Memorandum or these Articles, is either expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Directors at such time as they think fit.
- 4 The Office will be at such place in Malaysia as the Board from time to time appoints.
- 5 No part of the Company's funds must be employed in the purchase of or in Islamic financing upon the security of any shares in the Company. Except as provided by law and these Articles, the Company must not give any financial assistance for the purpose of or in connection with the purchase of or subscription for any shares in the Company.

SHARE CAPITAL

- 6 The authorised share capital of the Company is RM200,000,000.00, divided into 200,000,000 ordinary shares of RM1.00 each.

SHARES

- 7 Subject to these Articles the Company may, with the consent of the Members:-
 - (a) increase or reduce its share capital;
 - (b) issue any part of its share capital, original, or increased, with or without any preference, priority or special privilege; or
 - (c) subject to any postponement of rights, or to any conditions or restrictions, issue preference capital, ranking equally with or in priority to preference shares already issued.

Unless the conditions of issue otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, will be subject to the provisions of these Articles.

- 8 Without prejudice to any special rights previously conferred on the holders of any of existing shares or class of shares but subject to the Act and the provisions of these Articles, the shares of the Company will be under the control of the Directors.
- 9 The Directors may allot or otherwise dispose of the same to such persons and on such terms and conditions with such preferred, deferred or other special rights or such restrictions as the Directors determine, provided always that the rights attaching to shares of a class other than ordinary shares will be expressed in the resolution creating the same and in these Articles.
- 10 Subject to the Act and the provision of these Articles, the Company will have power to issue preference shares, on such terms and conditions and carrying such rights or restrictions provided that the total nominal value of the issued preference shares must not exceed the total nominal value of the issued ordinary shares at any time. The Company must not, unless with the consent of existing preference shareholders at a class meeting, issue preference shares ranking in priority to the preference shares already issued but may issue preference shares ranking equally therewith.
- 11 If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipt for any dividends or other moneys payable in respect of such share.
- 12 The Company will not be bound to register more than four persons as the holders of any one share except in the case of executors or administrators of the estate of a deceased Member. Subject to the provisions of the Act, every person whose name is entered as a Member in the Register of Members will be entitled without payment (in respect of the first 10 certificates per Member) to receive a certificate under the Seal for all the shares registered in his name, or several certificates each for one or more of his shares, but in respect of a share or shares held jointly by two or more persons, the Company will not be bound to issue more than one certificate, and delivery of a certificate for a share to any one of several joint holders will be sufficient delivery to all such holders.

CALLS ON SHARES

- 13 The Directors may, from time to time, make calls upon the Members in respect of any moneys unpaid on their shares or on any class of their shares and each Member must (subject to his having been given at least twenty-one (21) days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be made payable by installments. A call may be revoked or postponed as the Directors may determine. A call will be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. No Member shall be entitled to receive any dividend or to exercise any privilege as a Member unless he has paid calls for the

time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

- 14 If, before or on the day appointed for payment thereof, a call payable in respect of a share is not paid, the person from whom the amount of the call is due must pay interest on such amount at the rate of 10% per annum from the day appointed for payment up to the time of actual payment, but the Directors will have power to waive such compensation or any part thereof.
- 15 Any sum which by the terms of allotment of a share is made payable upon issue or at any fixed date whether on account of the nominal value of the share or by way of premium and any installment of a call will for all purposes of these Articles be deemed to be duly called and payable on the date fixed for payment, and in case of non-payment, the provisions of these Articles as to payment of interest and expenses forfeiture and the like, and all other relevant provisions of the Statutes or of these Articles, will apply as if such sum were a call duly made and notified.
- 16 The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 17 The Directors may, if they think fit, receive from any shareholder willing to advance the same all or any part of the money due upon his shares beyond the sums actually called up, and upon all or any of the moneys so advanced, the Directors may (until the same would, but for such advance, become presently payable) pay or allow such interest as may be agreed upon between them and such shareholder, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. Except in liquidation, sums paid in advance of calls will not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid. Capital paid on shares in advance of calls will not confer a right to participate in profits.

TRANSFER OF SHARES

- 18 A member may transfer all or any of his shares by instrument in writing in the form specified by the Act and these Articles from time to time.
- 19 There is no restriction on the transfer of fully paid shares of the company except where required by law.
- 20 The instrument of transfer of a share lodged with the Company must be signed both by the transferor and the transferee, and the transferor is deemed to remain the holder of the security until the name of the transferee is entered in the Register of Members in respect thereof.
- 21 No share must be transferred to any infant, bankrupt or person of unsound mind. An instrument of transfer must be in respect of only one class of share.
- 22 The Company must provide a book to be called "Register of Transfers", which must be kept by the Secretary or the Registrar, under the control of the Directors, and in which will be entered the particulars of every transfer or transmission of every share.

- 23 The Directors may, in their discretion, refuse to register a transfer of any share where the registration of this transfer would result in contravention of or failure to observe the provisions of any laws in Malaysia or the transfer is in respect of a partly paid share which a call has been made and is unpaid and they may also refuse to register a transfer of any share on which the Company has a lien.
- 24 All instruments of transfer which are to be registered will be retained by the Company. Any instrument of transfer which the Directors may, in their discretion, and without assigning any reason for the same, decline to register will be returned to the person who tendered the same for registration within 1 month after the date on which the transfer was lodged with the Company.
- 25 The registration of transfers may be suspended at such time and for such period as the Directors may from time to time determine, PROVIDED ALWAYS that such registrations is not suspended for more than 30 days in any year.

TRANSMISSION OF SHARES

- 26 Subject to the provisions of the Act, in the case of the death of a Member, the legal personal representatives of the deceased will be the only persons recognised by the Company as having any title to his interest in the shares, but nothing herein contained will release the estate of a deceased holder from any liability in respect of any shares which had been held by him.
- 27 Any person becoming entitled to a registered share in consequence of the death or bankruptcy of any Member, may, upon producing such evidence or title as the Directors require either to be registered himself as holder of the shares, or to elect to have some other person nominated by him to be registered as the transferee.
- 28 If such entitled person elects to be registered himself, he must deliver or send to the Company a notice in writing signed by him. For all purposes of these Articles relating to the registration of transfer of shares, such notice will be deemed to be a transfer and the Directors will have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred, and the notice were a transfer executed by the person from whom the title by transmission is derived.
- 29 If such entitled person elects to have his nominee registered he must testify his election by executing to his nominee a transfer of such share. The Directors will have, in respect of transfers so executed, the same power of refusing registration as if the event upon which the transmission took place had not occurred and the transfer were a transfer executed by the person from whom the title by transmission is derived. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to the notice or transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
- 30 A person entitled to a share by transmission is entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he

Company No.	
924363	W

will not be entitled to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights or, privileges as a Member unless and until he becomes a Member in respect of the share.

- 31 Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as the Board may properly require, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt. Where two (2) or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these Articles, be deemed to be joint holders of the share.

FORFEITURE

- 32 If any Member fails to pay any call or installment on or before the day appointed for payment of the same the Directors may at any time thereafter during such time as the call or installment remains unpaid serve a notice on such Member requiring him to pay the same together with interest that may have accrued by reason of that non-payment and all amounts which the Company may be called upon by law to pay in respect of the share of any Member or deceased person.
- 33 The notice must name a day (not being less than fourteen (14) days of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice must also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.
- 34 If the requirements 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 the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture will also include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- 35 When any share is to be so forfeited, notice of the forfeiture may be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof will forthwith be made in the Register of Members but the failure to give such notice or to make such entry will not in anyway invalidate the forfeiture.
- 36 Any share so forfeited will be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit and in case of re-allotment with or without any money paid thereon by any former holder thereof being credited as paid up. The Directors may at any time before any share so forfeited is sold, re-allot or otherwise dispose or annul the forfeiture thereof upon such conditions as they think fit.

- 37 Any Member whose shares have been forfeited will, notwithstanding such forfeiture, be liable to pay and must forthwith pay to the Company all interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at the rate of 10% per annum or such rate as may be fixed by the Directors and the Directors may enforce payment thereof if they think fit but will not be under any obligation to do so.
- 38 A statutory declaration in writing by a Director or Secretary that a share has been forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share.
- 39 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

LIEN

- 40 The Company will have a first and paramount lien upon all the shares (not being fully paid-up shares) registered in the name of each Member and upon all dividends from time to time declared in respect thereof and upon the proceeds of sale of such shares. Such lien for or in respect of unpaid calls is to extend only to the specific shares on which such calls are for the time being unpaid and to all dividends from time to time declared in respect of such shares. Any moneys paid by the Company as aforesaid will carry interest at current bank rates from the time of payment until repayment and such moneys and interest may notwithstanding such lien be recovered by action from such Member or his legal representative as a debt due by such Member or his deceased estate to the Company. Unless otherwise agreed, the registration of a transfer of shares will operate as a waiver of the lien (if any) on such shares.
- 41 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 is to be made until such period as aforesaid has arrived and until notice in writing of the intention to sell has been served on such Member, his executors or administrators and default must have been made by him or them in payment fulfillment or discharge of such debts, liabilities or engagements for seven (7) days after such notice.
- 42 Subject to any lien for sums not presently payable, if any, the net proceeds of any such sale or of a sale of forfeited shares after payment of the costs of such sale be applied in or towards satisfaction of calls unpaid or installments payable at fixed times, interest thereon and expenses directly connected therewith and the residue (if any) paid to such Member, his executors, administrators, assignees or as he directs.
- 43 Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers under these Articles, 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 will not be bound to see to 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 remedy of any person aggrieved by the sale will be in damages only and against the Company exclusively.

CONVERSION OF SHARES INTO STOCK

- 44 The Directors may, from time to time, with the sanction of the Company previously given in general meeting, convert any paid-up shares into stock and may from time to time, with the like sanction, reconvert such stock into paid-up shares of any denomination.
- 45 When any shares have been converted into stock, the several holders of such stock may transfer their respective interests herein, or any part of such interests in such manner as the Company in general meeting directs, but in default of any such direction, then in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances will admit. But the Directors may, if they think fit, from time to time, fix the minimum amount of stock transferable provided that such minimum must exceed the nominal amount of the individual shares from which the stock arose.
- 46 The several holders of stock will be entitled to participate in the dividends and profits of the Company according to the amount of their respective interests in such stock and such interests will, in proportion to the amount thereof, confer on the holders thereof respectively the same privileges and advantages for the purposes of voting at meetings of the Company and for other purposes as if they held the shares from which the stock arose, but so that none of such privileges or advantages, except the participation in the dividends, profits and assets of the Company, will be conferred by any such part of consolidated stock as would not, if existing in shares, have conferred such privilege or advantage.
- 47 All such provisions of these Articles as are applicable to paid-up shares will apply to stock, and in such provisions the words "shares" and "shareholder" will include "stock" and "stockholders".

INCREASE IN CAPITAL

- 48 The Company may from time to time in general meeting by ordinary resolution whether all the shares for the time being authorised have been issued or the shares for the time being issued have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase directs. The new shares will be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof directs and if no direction be given, as the Directors will determine, and in particular, but without prejudice to the rights attached to any preference shares, that may have been issued, such new shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company and with a special or restricted or without any right of voting.

- 49 Unless otherwise determined by the Company in general meeting and without limiting the generality of the foregoing provisions in these Articles, all new shares or other convertible securities must, before they are issued, be offered to the Members in the Agreed Proportions, by notice specifying the number of shares and securities offered, and limiting a time within which the offer if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Member to whom such notice is given that he declines to accept the shares or securities offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company, and further, if owing to the proportion which the number of the new shares or securities bears to the number of shares or securities held by Members entitled to such offer as aforesaid, or from any other cause, any difficulty arising in apportioning the new shares or securities or any of them in manner aforesaid, the Directors may in like manner dispose of the shares or securities in respect of which such difficulty arises.
- 50 Subject to any directions that may be given in accordance with the powers contained in the Memorandum or these Articles, any capital raised by the creation of new shares will be considered as part of the original capital and as consisting of ordinary shares and such other classes of shares created from time to time, and will be subject to the provisions herein contained with reference to the payment of call and installments, transfer and transmission, forfeiture, lien, surrender and otherwise.

ALTERATION OF CAPITAL

- 51 The Company may by ordinary resolution:-
- (a) consolidate and divide its capital into shares of larger amount than its existing shares; or
 - (b) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
- and may by special resolution:-
- (c) subdivide its capital or any part thereof into shares of smaller amount than is fixed by its Memorandum and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the other or any other of such shares;
 - (d) reduce its share capital, any capital redemption reserve fund or any share premium account, in any manner and with and subject to any incident authorised and consent required by law; or
 - (e) subject to any postponement of rights, or to any conditions or restrictions, issue further preference capital ranking equally with, or in priority to preference shares already issued.

- 52 Anything done in pursuance of this Article is to be done in manner provided and subject to any conditions imposed by the Statutes, so far as they are applicable, and so far as they are not applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution is not applicable.

MODIFICATION OF CLASS RIGHTS

- 53 If at any time the capital by reason of the issue of preference shares, or otherwise is divided into different classes, the repayment of such preferred capital (other than redeemable preference capital) may only be made, and all or any of the rights and privileges attached to each class may subject to the provisions of the Act be varied, modified, commuted, affected, abrogated or dealt with, by special resolution passed at a separate general meeting of the holders of that class. All the provisions hereinafter contained as to general meetings will mutatis mutandis apply to every such meeting except that the quorum will be two (2) members of that class present in person or by proxy or where there is only one (1) holder of the issued shares of that class, one (1) member of that class present in person or by proxy, PROVIDED ALWAYS that where the necessary majority is not obtained at the meeting, consent in writing if obtained from holders of at least 3/4 of the issued shares of that class within two (2) months from the date of the separate general meeting will have the force and validity of a resolution duly carried by a vote in person or by proxy. The special rights attached to any class of shares having preferential rights will not, unless otherwise expressly provided by the terms of issue, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respect *pari passu* therewith but in no respect in priority thereto.

GENERAL MEETINGS

- 54 An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings other than the annual general meetings shall be called extraordinary general meetings. All general meetings shall be held within Malaysia at such time and place as the Board determines. The Company must, in each year, hold a general meeting as its annual general meeting, in addition to any other general meetings in that year in accordance with the Act.
- 55 The Board may whenever it so decides by resolution and the Board shall upon receipt of a requisition in writing in accordance with the Act, convene an extraordinary general meeting of the Company by serving at least fourteen (14) days written notice (in the case where only ordinary resolutions are to be passed) and at least twenty-one (21) days written notice (in the case where special resolutions are to be passed). If the Company fails upon a valid requisition to convene a meeting in compliance with the Act, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a meeting in accordance with that section of the Act.
- 56 Every notice of a general meeting of the Company shall specify the day, time and place of the meeting and be accompanied by an agenda for the meeting. Short notice of a meeting may be given with the written consent of all Members. The notice will

be exclusive of the day on which it is served or deemed to be served. Any general meeting called to consider special business must be accompanied by a statement of the general nature of the business and the effect of any proposed resolution in respect of such special business.

- 57 The notice convening an annual general meeting must specify the meeting as such.
- 58 The notice convening a meeting to consider a special resolution must specify the intention to propose the resolution as a special resolution.
- 59 In every notice calling a meeting there must appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint 1 or more proxies to attend and vote instead of him and that a proxy need not also be a Member.
- 60 Notice of every general meeting must be given in any manner authorised by these Articles to:-
 - (a) every Member holding shares conferring the right to attend and vote at the meetings who, at the time of the convening of the meeting, has paid all calls or other sums presently payable by him in respect of shares in the Company; and
 - (b) the auditors of the Company.
- 61 No other person will be entitled to receive notice of general meetings. However, if the general meeting is called for the alteration of the Company's objects, the provisions of the Act regarding notices to debenture holders must be complied with.
- 62 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice will not invalidate the proceedings at that meeting.
- 63 Subject to the laws for the time being in force, all or any Members may participate in a general meeting of the Company by means of a telephone conference, video conference or any other communication equipment which allows all persons participating in the meeting to hear each other ("Communication Equipment"). A person so participating is deemed to be present in person at the meeting and will be entitled to vote. For the purpose of recording attendance, the Chairman or Secretary will mark on the attendance sheet that the Members were present and participating by Communication Equipment. All the provisions of these Articles as to general meetings of the Company shall apply to such meeting involving Communication Equipment so long as the following conditions are fulfilled:-
 - (a) all the Members must have received notice of a meeting in accordance with these Articles;
 - (b) at the commencement of the meeting, each Member acknowledges his/her presence thereof to all other Members taking part;

- (c) each of the Members taking part is able to be heard and hear each of the other Members throughout the meeting subject as hereinafter mentioned;
 - (d) in the event the Communication Equipment is disconnected resulting in the number of Members participating in the meeting to be less than the quorum, the meeting must be adjourned, unless the Communication Equipment is reconnected and no decision was made by the Members during the disconnection and the Member whose Communication Equipment is reconnected is informed of any deliberation during disconnection; and
 - (e) all information and documents are made equally available to all Members prior to, at or during the meeting.
- 64 A Member who intends to leave the meeting shall inform the Chairman of the meeting prior to disconnecting his Communication Equipment and a Member will be conclusively presumed to have been present and to have formed part of the quorum at all times during such meeting unless he has so informed the Chairman of the meeting.
- 65 Minutes of the proceedings at a general meeting by Communication Equipment will be sufficient evidence of such proceedings and of the observance of all necessary formalities if confirmed as correct by the Chairman of the meeting.
- 66 Subject to the provisions of the Act, a resolution in writing signed by or on behalf of every Member of the Company entitled to receive notice of and to vote at a general meeting of the Company shall be valid and effective as if the same had been passed at a general meeting. Such resolution may consist of several documents in the like form each signed by or on behalf of one or more Members.
- 67 If the whole of the issued shares of the Company is beneficially held and owned by a holding company, an authorized representative of the holding company may be appointed to sign a minute stating that any act, matter, or thing, or any ordinary or special resolution, required by the Act or by the memorandum or articles of the Company to be made, performed, or passed by or at an ordinary general meeting or an extraordinary general meeting of the Company has been made, performed, or passed, that act, matter, thing, or resolution shall, for all purposes, be deemed to have been duly made, performed, or passed by or at an ordinary general meeting, or as the case requires, by or at an extraordinary general meeting of the Company.

REPRESENTATION OF CORPORATIONS

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

PROCEEDINGS AT GENERAL MEETING

- 69 All business will be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the account, balance sheets, and the reports of the Directors and auditors of the Company, the fixing of the fees of Directors, the election of Directors in the place of those retiring and of the chairman of the Board and the appointment of, and the fixing of the remuneration of the auditors of the Company.
- 70 No business will be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, members holding a majority of the issued and fully paid up shares entitled to vote, present in person or by proxy, will be a quorum for a general meeting.
- 71 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, will be dissolved. In any other case it will stand adjourned to the same time and place on the first Business Day falling 5 days after the said meeting or to such other day and other such time and place as the Directors may determine, and if at such adjourned meeting the quorum of at least 2 Members present in person or by proxy is not present, the general meeting will be dissolved.
- 72 The chairman of the Board will preside as chairman at every general meeting, but if at any meeting such officer is not present, or is unwilling to act as chairman, the Directors present will elect one of the Directors present to act as chairman of the meeting.
- 73 The chairman of the meeting may, with the consent of any meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business must be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting. Save as aforesaid, it will not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 74 At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands, unless, before or on the declaration of the result of the show of hands, a poll is demanded in writing –
- (a) by the chairman of the meeting (being a person entitled to vote);
 - (b) by at least 2 Members entitled to vote at such meeting present in person or by proxy; or
 - (c) by any Member or Members entitled to vote at such meeting in person or by proxy holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to

not less than 1/10 of the total sum paid up on all the shares of conferring that right;

and unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact of the number or proportion of the votes recorded in favour of or against such resolution.

- 75 The demand for a poll may be withdrawn.
- 76 If at any general meeting, any votes are counted which ought not to have been counted or might have been rejected, the error will not vitiate the result of the voting unless it be pointed out at the same meeting, and not in that case unless it will, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.
- 77 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, will be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member.

VOTES OF MEMBERS

- 78 Subject to any rights or restrictions attached to any class of shares, at meetings of Members or any class of Members, each Member entitled to vote may do so in person or by proxy or by attorney. A person entitled to more than one vote need not use all his votes or cast all the votes he uses on a poll in the same way.
- 79 If the capital of the Company consists of shares of different monetary denominations, voting rights will be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, will carry the same voting power when such right is exercisable.
- 80 If any Member be of unsound mind, he may vote whether on a show of hands or at a poll, by his committee, curator bonis, or other legal curator, and such persons may give their votes by proxy on a poll but no person claiming to vote pursuant to this Article must do so unless such evidence as the Directors may require of his authority has been deposited at the Office not less than forty-eight (48) hours before the time for holding the meeting at which he wishes to vote.
- 81 The personal representative of a deceased member or other person entitled to a share under the Articles pertaining to the transmission of shares in consequence of the death or bankruptcy of any member may vote at any general meeting in respect thereof in the same manner as if he was the registered holder of such share; PROVIDED that not less than forty-eight (48) hours before the time of holding the meeting or adjourned meeting at which he proposes to vote, he shall (unless the Board has

previously admitted his right to vote in respect thereof) satisfy the Board of his right to the share in consequence of the death or bankruptcy of any member.

- 82 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
- 83 Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of Members or classes of Members and subject to these Articles, a Member will be entitled to be present and to vote on any question either personally or by proxy, or as proxy for another Member at any general meeting, or upon a poll and to be reckoned in a quorum in respect of any fully paid-up shares and of any shares upon which calls due and payable to the Company have been paid. No Member will be entitled so to vote or be recognised in a quorum in respect of any shares upon which any call or other sum so due and payable is unpaid.
- 84 Any corporation which is a Member may, by resolution of its directors, authorise any person to act as its representative at any meetings of this Company. Such representative will be entitled to exercise the same powers on behalf of the Company which he represents as if he had been an individual Member, including power, when personally present to speak to vote on a show of hands and to demand or join in demanding a poll at any such meetings.
- 85 The instrument appointing a proxy will be in the form or to the effect following or in any other form which the Directors may approve and subject to the requirements of the Act and other relevant authorities.

AIA GENERAL BERHAD

I/We, _____ (NRIC No. _____) of _____
being a member/members of AIA General Berhad do hereby appoint
_____, (NRIC No. _____) of _____ or failing him/her, the
Chairman of the meeting as my/our proxy to vote for me/us and on my/our behalf at
the Annual General Meeting/the Extraordinary General Meeting of the Company to
be held at _____ on _____ at _____ and/or at
any adjournment thereof, on the following resolutions referred to in the Notice of
Annual General Meeting/Extraordinary General Meeting.

My/our proxy is to vote as indicated below:-

* Please indicate with an (X) in the spaces as to how you wish your votes to be cast.
If you do not do so, the Proxy will vote or abstain from voting at his/her discretion.

Dated this _____ day of _____

Signature/Common Seal of shareholder(s)

- 86 The instrument appointing a proxy will be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or in some other manner approved by the Directors.
- 87 An instrument appointing a proxy executed in Malaysia need not be witnessed. The signature to an instrument appointing a proxy executed outside Malaysia must be attested by a solicitor, notary public, consul or magistrate, but the Directors may from time to time waive or modify this requirement either generally or in a particular case or cases.
- 88 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority, will be deposited at the Office or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting at least forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, otherwise the person so named will not be entitled to vote in respect thereof.
- 89 The instrument appointing a proxy will be deemed to confer authority to demand or 8 in demanding poll and generally to act at the meeting for the Member giving the proxy.
- 90 Unless otherwise directed by the Chairman, a vote given in accordance with the terms of an instrument of proxy will be treated as valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

- 91 The First Directors of the Company shall be:-
 - (i) Khor Hock Seng
 - (ii) Lee Eng Leong
- 92 Until otherwise determined by a general meeting, the number of Directors all of whom must be natural persons will not be less than five (5) but no more than ten (10) and the number of Executive Directors must not exceed forty (40) per cent (%) of the current number of Directors.
- 93 The Directors will have the power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors will not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed will hold office only until the next following annual general meeting and will then be eligible

for re-election but will not be taken into account in determining the Directors who are to retire by rotation at that meeting.

- 94 A Director who is in any manner, whether directly or indirectly, interested in a contract or proposed contract or arrangement with the Company must declare the nature of his interest at a meeting of the Directors in accordance with the Act and the Financial Services Act.
- 95 A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms as the Directors may determine. No Director or intending Director will be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit or as a vendor, purchase or otherwise. Subject to the preceding provisions of these Articles, no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, is liable to be avoided, nor will any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 96 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting at which he or any other Director is appointed to hold any such office or place of profit under the Company or at which the terms of any such appointment are arranged and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.
- 97 Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm are entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained will authorise a Director or his firm to act as auditor of the Company.
- 98 A general notice that a Director is a Member of or interested in any specified firm or corporation with whom any contract is proposed to be entered into in relation to the affairs of the Company and is to be regarded as interested in all transactions with such firm or corporation will be a sufficient disclosure under this Article as regards such Director and the said transactions. After such general notice, it will not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.
- 99 A Director of the Company may be or become a director or other officer of or otherwise interested in, any corporation promoted by the Company or in which the Company may be interested as Member or otherwise and no such Director will be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in such corporation unless the Company otherwise directs at the time of his appointment and provided that:-
- (a) the Managing Director of the Company is not allowed to hold any executive position in any other corporation and may only hold a position as non-executive director in the Company's holding company and subsidiaries as

well as sister companies that are financial institutions having business dealings with the Company and he may hold a maximum of five (5) directorships at one time, including the directorship in the Company;

- (b) an Executive Director may only hold a maximum of five (5) directorships at one time, including the directorship in the Company.

- 100 The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as Directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them Director or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be appointed a Director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid.
- 101 The Company must keep a register of Directors as required under the Act and the Directors may determine the times at which the register is open to the inspection of Members and holders of the debentures of the Company.
- 102 The share qualification for a Director may be fixed by the Company in general meeting and unless and until so fixed no such qualification is required.
- 103 Any fees of the Directors will be a fixed sum (not being commission on or percentage of profits or turnover) as from time to time determined by an ordinary resolution of the Company and will (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who holds office for only part of the period in respect of which such fees are payable will be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office, The fees of the Directors will not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice concerning the meeting.
- 104 The Directors are entitled to be paid all travelling or such reasonable expenses as may be incurred by them in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.
- 105 The salaries of Executive Directors may not include a commission on or percentage of turnover.
- 106 Any Director who is appointed to any executive office or serves on any committee or who otherwise performs or renders services, which in the opinion of the Directors are outside his ordinary duties as a Director, may be paid such extra remuneration as the Directors may determine, subject however to the provisions of these Articles.

- 107 Subject to the provision of the Act, the Directors may pay a pension or allowances (either revocable or irrevocable and either subject or not subject to any terms and conditions) to any Executive Director (as hereinafter defined) on or at any time after his retirement from his office or employment under the Company or under any associated company or on or after his death to his widow or other dependants.
- 108 The Directors have the power and will be deemed always to have had the power to establish and maintain and to concur with subsidiary company or companies in establishing and maintaining any schemes or funds for providing pensions, sickness or compassionate allowance, life assurances, gratuity or other benefits for staff (including any Director for the time being holding any executive officer or any office of profit in the Company) or employees of the Company or any such subsidiary company or companies and for the widows or other dependants of such persons and to make contributions out of the Company's moneys for any such schemes or funds.

CHIEF EXECUTIVE OFFICER

- 109 The Directors may from time to time appoint 1 of their body to be the Chief Executive Officer of the Company on such terms as they think fit and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him from office and appoint another in his place. The Chief Executive Officer of the Company will be subject to the control of the Board.
- 110 A Director holding any the office as Chief Executive Officer of the Company will be entitled to receive such remuneration as the Directors may determine but will not be remunerated by a commission on or a percentage of turnover.
- 111 The Directors may entrust to and confer upon a Director holding the office as Chief Executive Officer of the Company any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any such powers.

POWERS AND DUTIES OF DIRECTORS

- 112 The management and control of the business and affairs of the Company will be vested in the Directors who in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by the statutes expressly directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Statutes and of these Articles and to any regulations not being inconsistent with these Articles from time to time made by the Company in general meeting provided always that any action or proposal which are specified by the Act or by these Articles as one which requires shareholders approval, such approval must be obtained prior to the transaction, action or proposal being completed.
- 113 Subject to the Act, the Directors may exercise all the powers of the Company to borrow or secure money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities,

whether outright or as security for any debt, liability or obligation of the Company or of any subsidiary or related corporation.

- 114 The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere and may appoint any persons to be members of such local boards, or any managers, inspectors, or agents, and may fix their remuneration and, may delegate to any local board, manager, inspector, or agent, any of the powers, authorities and discretions vested in the Directors with power to sub-delegate and, may authorise the members of any local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms, and, subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary such delegation, but no person dealing in good faith and without notice of any such annulment or variation will be affected thereby. Every Director while present in the country or territory in which any such local board or any committee thereof is established will be ex-officio a member thereof and entitled to attend and vote at all meetings thereof held while he is present in the country or territory.
- 115 The Directors may delegate any of their powers to committees and appoint any persons to be members of such committees. Any committee so formed will in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. As and when required Financial Services Act, an audit committee will be formed in compliance with the Company's statutory obligations and the Directors will have full power to authorize and approve all matters pertaining to the audit committee.
- 116 The Directors may at anytime, and from time to time, by power of attorney under the Company's Seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles), and for such period and subject to such conditions as the Directors may from time to time think fit. Any such appointment may (if the Directors think fit) be made in favour of any of the members of any local board established as aforesaid, or in favour of any company or firm, or in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors. Any such power of attorney may contain such powers and provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.
- Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- 117 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine.

DISQUALIFICATION OF DIRECTORS

- 118 The office of a Director shall be vacated if the Director:-
- (a) becomes of unsound mind;
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors;
 - (c) is absent for more than 25% of the total Board Meetings held during a financial year;
 - (d) resigns his office by notice in writing to the Company;
 - (e) becomes restricted or prohibited from being a Director pursuant to any provisions of the Act and/or the Financial Services Act;
 - (f) is removed from office pursuant to a resolution passed under these Articles;
or
 - (g) is in breach of any qualification requirements relating to the holding of office as a Director under the Financial Services Act.
- 119 A Director who fails to attend at least seventy-five (75) per cent (%) of the Board meeting a year without valid reason may be removed from office subject to review at the Company's Annual General Meeting and a Director who breaches the seventy-five (75) per cent (%) attendance rule without valid reason for two (2) consequence years shall be removed from office.
- 120 Any act done in good faith by a Director whose office is vacated will be valid unless prior to the doing of such act, written notice has been served upon the Director or an entry has been made in the Directors' minutes book stating that such Director has ceased to be a Director of the Company.

ROTATION OF DIRECTORS

- 121 At the first annual general meeting of the Company all the Directors shall retire from office, and at the annual general meeting in every subsequent year 1/3 of the Directors for the time being, or, if their number is not 3 or a multiple of 3, then the number nearest one-third, shall retire from office. A retiring Director will be eligible for re-election.
- 122 The Directors to retire in every year will be those who have been longest in office since their appointment or last election but as between persons who became Directors on the same day, those to retire will (unless they otherwise agree amongst themselves) be determined by lot. Notwithstanding anything above, all Directors must retire from office at least once every three (3) years but will be eligible for re-election.

- 123 The Company at the meeting which a Director retires may fill the vacated office by electing a person thereto, and in default the retiring Director is deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director is put to the meeting and lost.
- 124 No person other than a retiring Director will be eligible for election to the office of Director at any general meeting unless some member intending to propose him has, at least 11 days before the meeting, deposited at the Office a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him for election. PROVIDED THAT in the case of a person recommended by the Directors for election, nine (9) days notice only will be necessary. Notice of each and every candidature must, at least seven (7) days prior to the meeting at which the election is to take place, be served on the Members.
- 125 The Company may, by ordinary resolution of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and the Director. The Board may, by a written resolution of at least seventy-five (75) per cent (%) of the Board, remove any Directors before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and the Director. Such removal will be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- 126 The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article. A person appointed in place of a Director so removed will be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was elected a Director.
- 127 Without prejudice to the powers of the Directors in this behalf, the Company may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
- 128 A motion for the appointment or reappointment of two or more persons as Directors of the Company by a single resolution must not be made at a general meeting of the Company unless a resolution that it will be so made has first been agreed to by the meeting without any vote being given against it.

PROCEEDINGS OF DIRECTORS

- 129 The Board shall meet together as often as is necessary for the despatch of the business of the Company. Any Director may and the Secretary shall on the request of any Director convene a Board meeting.
- 130 At least five (5) business days' written notice of each Board meeting shall be given to all Directors in accordance with these Articles, by hand, by courier or by facsimile

transmission in accordance with this Article. Each notice of meeting shall specify the date, time and place of the meeting, the agenda and be accompanied by copies of all relevant reports and papers to be discussed thereat. Notices of meetings shall be given in accordance with these Articles. Short notice of meetings may be given with unanimous consent of all Directors.

- 131 Unless all the Directors agree and unless the urgency of the matter reasonably requires, no resolution relating to any business may be proposed or passed at any Board meeting unless the nature of the business is specified in the agenda sent together with the notice convening that meeting issued in accordance with these Articles. The Company shall procure that a copy of the resolution passed pursuant to these Articles is provided to all Directors of the Board as soon as possible after the meeting.
- 132 Save as otherwise provided herein, the quorum (the “Standard Quorum”) for any Board meeting shall be at least half of the Board Members present at the time when the relevant business is transacted. If a quorum is not present within thirty (30) minutes of the time appointed for the meeting, the meeting shall automatically stand adjourned to the same day in the next week (or if that day is a public holiday, then to the next Business Day following that public holiday) at the same time and place. In the absence of a quorum at the first adjourned Board meeting within thirty (30) minutes of the time appointed for such adjourned meeting, the adjourned meeting shall be automatically further adjourned to the same day the following week (or if that day is a public holiday, then to the next Business Day following that public holiday) at the same time and place. At the second adjourned Board meeting, the Standard Quorum shall be applicable and If a quorum is not present within thirty (30) minutes of the time appointed for the second adjourned Board meeting, the meeting shall be automatically adjourned to the same day next week (or if that day is a public holiday, then to the next Business Day following that public holiday) at the same time and place. At the third adjourned Board meeting, any three (3) Directors present shall constitute a quorum provided that, on or before the business day immediately preceding the date on which the third adjourned Board meeting is scheduled to take place, the Board has not been served or issued with any notice or letter of dispute as to the agenda of the proposed Board meeting or as to the holding or adjournment of such Board meeting by any Director; otherwise the Standard Quorum shall apply. In the absence of any quorum (Standard Quorum or otherwise) at the third adjourned Board meeting, the meeting shall be automatically adjourned to the same day next week (or if that day is a public holiday, then to the next Business Day following that public holiday) at the same time and place and at such fourth adjourned meeting, at least half of the Board Members present shall form the quorum.
- 133 The Directors may elect a chairman of their meetings and determine the period for which he is to hold office provided that the chairman of the Board must not be an Executive Director. If at any meeting of the Board, the chairman of the Board is not present, the Directors present may choose one of their number who is not an Executive Director to be chairman of the meeting.

- 134 Each Director present at a Board meeting shall have one (1) vote. In the event of an equality of votes, the Chairman shall have a second or casting vote.
- 135 Subject to these Articles, all questions arising at any Board meeting, other than a Board Reserved Matter, shall be decided by a majority of the Directors present and voting at that meeting.
- 136 Subject to these Articles, all questions arising at any Board meeting in relation to any matter set out below ("Board Reserved Matter") shall be passed only if it receives a majority of votes of the Directors present and voting on the relevant resolution:-
- (a) any Members' Reserved Matter;
 - (b) the incurring of borrowings or the creation of any charge, mortgage or other security interest or encumbrance over the assets of the Company outside the ordinary course of business;
 - (c) commencement or defence or settlement of any litigation or arbitration outside the ordinary course of business;
 - (d) approval of any capital expenditure outside the ordinary course of business;
 - (e) any proposal, declaration, approval, payment or making of any special dividends or other distributions (whether in cash or in specie and whether interim or final) by the Company that is outside the scope of the Company's dividend policy;
 - (f) the removal of the Chief Financial Officer (CFO) of the Company;
 - (g) the removal and renewal of the CEO of the Company
 - (h) any material change of the scope of the business of the Company.
- 137 Subject to the laws for the time being in force, all or any members of the Board or any committee of the Board may participate in the meeting of the Board or committee of the Board (as the case may be) by means of a telephone conference, video conference or any other communication equipment which allows all persons participating in the meeting to hear each other ("Communication Equipment"). A person so participating is deemed to be present in person at the meeting and will be entitled to vote. For the purpose of recording attendance, the Chairman or Secretary will mark on the attendance sheet that the Directors were present and participating by Communication Equipment. All provisions of these Articles as to meetings of the Directors shall apply to such meeting involving Communication Equipment so long as the following conditions are fulfilled:-
- (a) all the Directors must have received notice of a meeting in accordance with these Articles;

- (b) at the commencement of the meeting, each Director acknowledges his/her presence thereof to all other Directors taking part;
 - (c) each of the Directors taking part is able to be heard and hear each of the other Directors throughout the meeting subject as hereinafter mentioned;
 - (d) in the event the Communication Equipment is disconnected resulting in the number of Directors participating in the meeting to be less than the quorum, the meeting must be adjourned, unless the Communication Equipment is reconnected and no decision was made by the Directors during the disconnection and the Director whose Communication Equipment is reconnected is informed of any deliberation during disconnection; and
 - (e) all information and documents are made equally available to all Directors prior to, at or during the meeting.
- 138 A Director who intends to leave the meeting shall inform the Chairman of the meeting prior to disconnecting his Communication Equipment and a Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during such meeting unless he has so informed the Chairman of the meeting.
- 139 Minutes of the proceedings at a meeting of Directors by Communication Equipment will be sufficient evidence of such proceedings and of the observance of all necessary formalities if confirmed as correct by the Chairman of the meeting.
- 140 The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the continuing Director or Directors may, except in an emergency, act only for the purpose of appointing sufficient Directors to bring the Board up to that number, or to summon a general meeting of the Company.
- 141 All acts bona fide done by any meeting of Directors or by any persons acting as a Director will, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that any of them were disqualified, be as valid, as if even such person had been duly appointed and was qualified to be a Director.
- 142 A resolution in writing, signed by all the Directors present in Malaysia for time being entitled to receive notice of a meeting of the Directors, will be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.
- 143 The Directors will cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors of the proceedings of all meetings of Directors and committees of Directors and of the attendances at that meeting, and of the proceedings of all meetings of the Company, and all business transacted, resolutions passed and orders made at such meetings, and any such minutes of any meeting, if purported to be signed by the chairman of such meeting or

by the chairman of the next succeeding meeting of the Company or Directors or committee as the case may be, will be sufficient evidence without any further proof of the facts therein stated.

SECRETARY

- 144 The First Secretary of the Company shall be Khor Lee Chin (f) (MAICSA 7017410). The Secretary to the Company will be appointed by the Directors for such term, at such remuneration and upon such conditions, as they may think fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages.
- 145 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary will not be satisfied by it being done by or to the same person acting both as Director and as, or in place of the Secretary.

SEAL

- 146 The Directors will provide for the safe custody of the Seal of the Company which will only be used by the authority of the Directors, and every instrument to which the Seal of the Company is affixed must be signed by a Director and must be counter-signed by the Secretary or by another Director or by some other person appointed by the Directors for the purpose. The Directors may by resolution determine, either generally or in any particular case, that any such signature may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means is by such resolution restricted to a certificate or other document of title in respect of any share, stock, debenture or other marketable security created or issued by the Company to be given under the Seal of the Company. The Seal shall be a metallic Seal on which the Company's name shall be engraved in legible characters.
- 147 The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad in the manner prescribed by the Act, and such powers are vested in the Directors.
- 148 The Company may exercise the powers conferred upon the Company by the Act with regard to the keeping of a branch register, and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such register.
- 149 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, in which the Company is in any way concerned or interested, and all receipts for moneys paid to the Company must be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner and by such persons as the Directors will from time to time by resolution determine.

AUTHENTICATION OF DOCUMENTS

- 150 Any Director or the Secretary or any person appointed by the Directors for the purpose will have power to authenticate any documents affecting the constitution of

the company and any resolution passed by the Company of the Directors, and any books, records, documents and accounts relating to the business of the company, and to certify such copies or extracts as true copies or extracts.

- 151 A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of Directors which is certified as such in accordance with the provisions of the last preceding Article will be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case maybe, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

DIVIDENDS AND RESERVES

- 152 Subject to these Articles, the dividend policy of the Company from time to time shall be determined by the Board, having regard to availability of profits for distribution and estimated financial requirements and other financial obligation of the Company.
- 153 Subject as hereinafter provided, and to any rights or privileges for the time being attaching to any shares in the capital of the Company having preferential or special rights in regard to dividend, the profits or other moneys of the Company determined by the Directors to be available for dividend will be applied in payment of dividends upon the shares of the Company in proportion to the amount paid up or credited as paid up thereon respectively but no amount paid or credited as paid on a share in advance of call will be treated for the purposes of this Article as paid on the share.
- 154 The Directors may, with the sanction of a general meeting from time to time declare dividends, but no such dividend:-
- (a) may exceed the amount recommended by the Directors; and
 - (b) may (except by the Statutes expressly authorised) be payable otherwise than out of the profits of the Company.

The Directors may if they think fit, and if in their opinion the position of the Company justifies such payment, from time to time declare an interim dividend. A declaration by the Directors as to the amount of the profits or other moneys at any time available for dividends will be conclusive.

- 155 If the Company issues shares at a premium, whether for cash or otherwise, the Directors must transfer a sum equal to the aggregate amount or value of the premium to an account to be called "Share Premium Account" and any amount for the time being standing to the credit of such account may be applied in accordance with the provisions of the Act, including without limitation, to apply such account to provide the consideration for the purchase of the Company's own shares.
- 156 With the sanction of a general meeting, dividends or bonuses may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst the Members in accordance with their rights of fully paid-up shares, debentures or other securities of this Company or any other company or of any other property

suitable for distribution as aforesaid. The Directors will have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificate or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions or dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made must be questioned by any Member. Where required a proper contract must be filed pursuant to the Act and the Directors may appoint any person to sign such contract on behalf of the Members or any of them.

- 157 The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum or sums as they think proper as a reserve fund or reserve funds which will, at the discretion of the Directors, be applicable for any purpose or purposes as set out in this Article, and pending such application may, at their discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors from time to time may deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide any reserve fund into such special funds as they think fit, and employ the reserve fund or any part thereof in the business of the Company without being bound to keep the same separate from the other assets. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
- 158 Subject to any provisions to the contrary contained in the Statutes, any such reserve fund or part thereof will be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for equalising dividends, or for special dividends, or for repairing, improving and maintaining any of the property of the Company, for initiating or developing new works or business which the Company by its Memorandum is authorised to operate or conduct, or for such other purposes as the Directors in their absolute discretion think conducive to the interests of the Company.
- 159 The Company may, upon the recommendation of the Directors, by ordinary resolution, direct payment of a dividend in whole or in part by distribution of specific assets, including treasury shares (as defined in the Act) in the Company, or paid-up shares or debentures of, any other company or in any one or more of such ways. The Directors will give effect to such resolution and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such to be made to the Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any specific assets in trustees as may seem expedient to the Directors.
- 160 Notice of any dividend that may have been declared must be given in manner provided under these Articles to such Members are entitled under these Articles to receive notices from the Company.
- 161 The Directors may deduct from any dividend, bonus or other moneys payable in respect of any shares held by a Member all such sums of money (if any) as may be

due and payable by him to the Company on account of interest and expenses chargeable thereon.

- 162 Any dividend, installment of dividend, or bonus in respect of any share may be paid by cheque or warrant payable to the order of the Member registered in the Register of Members.
- 163 Every such cheque or warrant will be sent by post to the last registered address of the Member appearing on the Register of Members or to such person and to such address as a Member may in writing direct and the receipt of such a Member, or person aforementioned is good discharge to the Company for all dividends, bonuses or other payments made in respect of such share. Every such cheque or warrant will be sent at the risk of the person entitled to the money represented thereby.
- 164 No unpaid dividend or bonus will bear interest as against the Company.

CAPITALISATION OF PROFITS AND RESERVES

- 165 The Company in general meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve funds, or to the credit of the profit and loss account, or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend, and in the same proportion, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and credited as fully paid up to or to provide the consideration for the purchase of the Company's own shares to and amongst such Members or their nominees in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors will give effect to such resolution.

Provided that a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members as fully paid bonus shares or, subject to the provisions of the Act, to provide the consideration for the purchase of the Company's own shares.

- 166 Whenever such a resolution as aforesaid is passed, the Directors must make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally must do all acts and things required to give effect thereto, with full power to the Directors to make such provision for the satisfaction of the right of any Member under such resolution to a fractional part of a share by the issue of fractional certificates, or by payment in cash or otherwise, as they think fit, and also to authorise any person to enter, on behalf of all the Members entitled thereto or their nominees, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up of any further shares to which they may be entitled upon such capitalisation and any agreement made under such authority will be effective and binding on all such Members and their nominees.

ACCOUNTS

- 167 The Directors must cause proper books of account to be kept which must give a true and fair view of the state of the Company's affairs and explain its transactions and such books of account must be in compliance with the provisions of the Financial Services Act.
- 168 The books of account must be kept at the Office or, subject to the Act, at such other place or places as the Directors think fit, and must always be open to the inspection of the Directors.
- 169 The Directors must from time to time determine whether and to what extent and at what time and places and under what conditions or regulations, the accounts and books of the Company or any of them, will be open to the inspection of Members and no Member (not being a Director) will 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.
- 170 At the annual general meeting in each year, the Directors must lay before the Company a duly audited profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company as are referred to in the Act.
- 171 A printed copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in a general meeting together with a copy of the auditors' report and the Directors' report must before the date of the meeting, be delivered or sent by post to every Member of and every holder of debentures of, the Company provided that this Article will not require a copy of those documents to be sent to any Member of or any holder of debentures of whose address the Company is not aware.

OTHER FINANCING REQUIREMENTS

- 172 Any finance for the Company shall be procured, wherever possible, without any additional security or guarantee being provided by the Members and without allowing any prospective lender a right to participate in the equity of the Company.

AUDIT

- 173 Auditors must be appointed and their duties regulated in accordance with the Act.
- 174 Subject to the provisions of the Act, all acts done by any person acting as an auditor of the Company will, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there were some defects in his appointment or that he was at the time of his appointment not qualified for appointment.
- 175 The auditors of the Company are entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any

Member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns him as an auditor of the Company.

NOTICES

176 Any notice or communication shall be in writing and may be served by the Company on any Member by:-

- (a) hand; or
- (b) prepaid registered post [airmail/post] or courier service; or
- (c) facsimile transmission;

to the addressee at its address or facsimile transmission number set out in the Register or at such address or facsimile transmission number notified in writing by the members to the Company from time to time.

177 Any notice or communication shall be deemed to have been duly served upon and received by the addressee:-

- (a) if delivered by hand or courier service, at the time of delivery;
- (b) if sent by registered [airmail/post], at the expiry of five (5) Business Days after posting; and
- (c) if transmitted by facsimile transmission, at the time of transmission provided that a confirmatory copy is sent by hand or prepaid registered post [airmail/post] or courier service by the end of the next Business Day.

178 In proving the giving of a notice or communication, it shall be sufficient to show:-

- (a) in the case of prepaid registered [airmail/post], that the envelope containing the notice or communication was duly addressed and posted;
- (b) in the case of courier service, that the envelope containing the notice or communication was delivered to the courier company as a prepaid courier package; and
- (c) in the case of facsimile transmission, that the whole of the notice or communication was successfully transmitted, as evidenced by a transmission report generated by the sender's transmitting equipment.

179 All such notices and communications shall be in the English language.

180 A person entitled to a share in consequence of the death or bankruptcy of a Member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share and upon supplying also an address within Malaysia for the service of notices, will be entitled to be served upon him at such

address within Malaysia any notice to which the Member but for his death or bankruptcy would be entitled, and such service will for all purposes be deemed a sufficient service of such notice on all persons interested in the share. Save as aforesaid, any notice delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles will, notwithstanding that such Member be then dead or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member.

- 181 Any Member described in the Register of Members by an address not within Malaysia must from time to time give the Company an address within Malaysia at which notices may be served upon him and he will be entitled to have served upon him at such address within Malaysia any notice to which he is entitled under these Articles.
- 182 If a Member whose registered address as appearing in the Register of Members is outside Malaysia and he has not supplied to the Company an address within Malaysia for the giving of notices to him, such Member will not be entitled to receive any notice from the Company and service of such notice to Member at an address within Malaysia registered in the Register of Members or at an address within Malaysia supplied to the Company, is deemed good and effectual service of such notice or document.
- 183 Any document, other than a notice, required to be served on a Member may be served in like manner as a notice may be given to him under these Articles.
- 184 A certificate in writing signed by any Member, Secretary, or other officer of the Company that a letter envelope or wrapper containing a notice was properly addressed and put into the post office or post box will be conclusive evidence thereof.

WINDING UP

- 185 If the Company is wound up, subject to due provision being made satisfying the claims of any holders of shares having attached thereto any special rights in regards to the repayment of capital, the surplus assets will be applied in repayment of the capital paid up or credited as paid up on the shares of the Company at the commencement of the winding up and the excess will be distributed amongst 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.
- 186 If the Company is wound up, the assets of the Company will be divided in accordance with the existing rights of the Members. However, the liquidators may, with the sanction of a special resolution, divide among the Members in specie any part of the assets of the Company otherwise than in accordance with the existing rights of the Members but the Members will have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to the Act. A special resolution sanctioning a transfer or sale to another company duly passed pursuant to the Act may in like manner authorise the distribution of any shares or other consideration receivable by the liquidators amongst the Members otherwise

than in accordance with their existing right and any such determination will be binding upon all the Members subject to the right of dissent and consequential rights conferred by the Act.

- 187 In the event of there being a sale of all or any of the Company assets on a voluntary liquidation of the Company no commission or fees or other remuneration will be payable to any Director or liquidator in respect of any such sale on liquidation unless the payment is approved by the Members by resolution at an extraordinary general meeting. Special notice of any such proposed payment and the amount thereof must be given to the Members in the notice convening the meeting at which such proposed payment is to be considered and such notice must be given not less than 7 days before the meeting is to be held.

INDEMNITY

- 188 To the fullest extent permitted by law in effect on the date this article becomes effective and to such greater extent as applicable law may thereafter permit from time to time, the Company:
- (i) shall indemnify (on a full indemnity basis) every director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability to a party other than the Company that attaches to him in his capacity as a director, manager, secretary, officer or employee of the Company or a related company;
 - (ii) shall indemnify (on a full indemnity basis) every director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability incurred by him in his capacity as a director, manager, secretary, officer or employee of the Company or a related company:
 - (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted;
 - (b) in connection with any application under section 354 of the Malaysian Companies Act in which relief is granted to him by the court;
 - (iii) may, in accordance with the Malaysian Companies Act, advance monies to a director for the costs, charges and expenses he may incur for the purposes of the Company or a related company or for the purpose of enabling him to properly perform his duties as a director of the Company or a related company:
 - (a) in defending any proceedings, whether civil or criminal, taken against him alleging a liability to a party other than the Company incurred by him in his capacity as a director of the Company or a related company, on condition that the monies shall be repaid to the Company on demand if any allegation of fraud or dishonesty is proved against him;

- (b) in responding to any formal or official investigation, examination or inquiry into the Company or a related company in his capacity as director of the Company or a related company, on condition that the monies shall be repaid to the Company on demand if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company as a result of that investigation, examination or inquiry;
- (iv) may advance monies to a secretary, officer or employee of the Company and their heirs, executors or administrators (but not a director, except as provided for in clause (iii) of this article) for the costs, charges and expenses he may incur:
 - (a) in defending any proceedings, whether civil or criminal, taken against him alleging a liability incurred by him in his capacity as a secretary, officer or employee of the Company or a related company (but not as a director, except as provided for in clause (iii) of this article), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company;
 - (b) in responding to any formal or official investigation, examination or inquiry into the Company or a related company in his capacity as a secretary, officer or employee of the Company or a related company (but not as a director, except as provided for in clause (iii) of this article), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company as a result of that investigation, examination or inquiry;
- (v) shall purchase and maintain for any director, secretary, officer and employee of the Company insurance against any liability (save for fraud) incurred by him in his capacity as a director, secretary, officer or employee of the Company or a related company.

In this article:

“director” includes any person occupying the position of director of the Company by whatever name called and includes a person in accordance with whose directions or instructions the directors of the Company are accustomed to act and an alternate or substitute director.

“employee” means an employee of the Company acting in a managerial or supervisory capacity.

“related company” means any company that is the Company’s subsidiary or holding company or is a subsidiary of the Company’s holding company.

Company No.	
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“capacity as a director, secretary, officer or employee of ... a related company” means a liability attaching to a director, secretary, officer or employee of the Company arising solely from his acting, at the Company’s specific written request (but not otherwise) in the capacity of director, secretary, officer or employee of a related company.

This article does not authorise any indemnity that would be prohibited or rendered void by any applicable law.”

SECRECY

- 189 No Member is entitled to require discovery of or any information respecting any detail of the Company’s trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Members of the Company to communicate to the public save as may be authorised by law.

INSURANCE POLICIES

- 190 The Company, through the Directors will require from every person desirous of effecting an assurance with the Company upon any event or contingency, such declaration in writing signed by the person proposing to effect such coverage as to the facts deemed material by the Directors in relation to the matters proposed to be covered on in respect of which any assurance is proposed to be effected. The basis of every contract entered into by such persons with the Company will be on the basis of the above declaration so that if any facts in such declaration is false or fraudulent, such insurance contract will be void for all intents and purposes whatsoever subject to the provisions in the Financial Services Act, and all premiums or sums paid thereon will be forfeited to the Company.
- 191 The Company may enter into such contracts or policies and other contracts, in such form and upon such rates and terms and under such conditions as it thinks fit. Every policy or contract for insurance must be issued with a form bearing the signatures of the Chief Executive Officer or Managing Director and one other signatory appointed through the Chief Executive Officer or Managing Director.
- 192 It will be lawful for the Board to accept from any person assured by or having any grant of contract from or with the Company, a surrender of his policy, grant or contract either by an absolute purchase or by substituting it with a new assurance, grant or contract at such rates and upon such new terms and conditions as the Board deems proper.
- 193 When and so often as a person assured with the Company is desirous of having an advance of money, by way of loan, the Directors may advance out of the funds of the Company to any such person on the security of such policy or on the person’s own security, any sums of money at interest not exceeding in the whole value of the policy.

Company No.

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- 194 The Directors may reduce either partially or wholly the amount of the risk for which the Company may be liable in respect of any policy of insurance.
- 195 The Company, through the Directors must set aside and maintain an assurance for each class of business as defined in the Financial Services Act which is conducted by the Company and the fund of each particular class will be the security of the policy holder of that class as though it belonged to a company carrying on no other business other than the business of that class, and will not be liable for any contracts of the Company for which it would not have been liable had the business of the Company been only that of business of that class and must not be applied directly or indirectly for any purposes other than those of that class of business to which the fund is applicable.
- 196 These Articles will have effect insofar as and to the extent that they are not avoided or restricted in their operation by the provisions of the Financial Services Act, guidelines, circulars or notes issued by BNM or the Minister of Finance from time to time.

Company No.

924363	W
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We, the several persons whose names and addresses are subscribed hereunder being subscribers hereby agree to the foregoing Articles of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
Khor Hock Seng (NRIC No. 590824-07-5455) 10 Jalan PJU 1A/54 Damansara Idaman 47500 Petaling Jaya Selangor Darul Ehsan	Chief Executive Officer & Managing Director
Lee Eng Leong (NRIC No. 670923-10-6181) 45 Jalan Hilir 4 Taman Sri Angsana Hilir Kampung Pandan Dalam 55100 Kuala Lumpur	Group Chief Financial Officer

Dated this 3rd day of December, 2010.

Witness to the above signatures:-

Name : Khor Lee Chin (MAICSA 7017410)
Occupation : Chartered Secretary
Address : 1056 Jalan Kuang Gunung 4
Taman Kepong
52100 Kuala Lumpur

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