The Constitution is currently under review to align it with recent changes in regulations and best practices. The revised version will be uploaded upon approval by the Board and Shareholders.
THE COMPANIES ACT, 2016

MALAYSIA

COMPANY LIMITED BY SHARES

CONSTITUTION

OF

UMW HOLDINGS BERHAD

Incorporated on the 20th day of September, 1982
SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

Akta Syarikat 1965

PERAKUAN PEMERBADANAN ATAS
PERTUKARAN NAMA SYARIKAT

[Menurut Seksyen 11(2)(b)]

No. Syarikat

090278

Ini adalah untuk memperakui bahawa

UMW MANAGEMENT SERVICES BERHAD

yang telah diperbadankan di bawah Akta Syarikat 1965, pada 20 haribulan September 1982, sebagai sebuah syarikat awam, pada 31 haribulan Julai 1987, telah menikar namanya kepada:

UMW HOLDINGS BERHAD

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


..........................................................

(EOKMAN BIN RAMLI)
Rencolong Pendaftar Syarikat Malaysia
PEJABAT PENDAFTAR-SYARIKAT
(Registry of Companies)
MALAYSIA

BORANG 13
AKTA SYARIKAT 1965
[Seksyen 23 (2)]

No. Syarikat 10510/82

90278 P

PERAKUAN PEMERBADANAN-ATAS
PERTUKARAN NAMA SYARIKAT

Ini adalah untuk memperakui bahawa

UMW MANAGEMENT SERVICES BERHAD

yang telah diperbadankan di bawah Akta Syarikat 1965, pada
20 haribulan September, 1982, sebagai sebuah syarikat
awam, pada 31 haribulan Julai, 1987, telah menukar
namanya kepada

UMW HOLDINGS BERHAD

dan bahawa syarikat ini adalah sebuah syarikat awam,
dan adalah sebuah syarikat berhad menurut syer.
Diberi di bawah tandatangan dan meteai saya di Kuala Lumpur

[Signature]

(RAJA RABIBAH BTE RAJA SAIDIN)
Penolong Pendaftar Syarikat
Malaysia

[Paragraf ini diterjemahkan oleh Peguam Negara, Malaysia menurut Pemberitahuan Undangan No. 12
tahun 1964; PN (SBK) 23 Ft. 11, P.S. 7881 (d. 2).]
PEJABAT PENDAFTAR SYARIKAT
(Registry of Companies)
MALAYSIA

BORANG 20
Akta Syarikat 1965
(Sekatn 26(3)

No. Syarikat
10610/82
Tempatan 90278-P

PERAKUMAN PEMERBADANAN ATAS PENUKARAN
MENJADI SYARIKAT AWAM

Ini adalah untuk memperakui bahawa

UMW MANAGEMENT SERVICES SDN. BHD,
yang telah diperbadankan di bawah Akta Syarikat 1965,
pada 20 hari bulan September 1982, sebagai sebuah
syarikat berhad menurut syar, telah pada 30 hari bulan
Julai 1987, bertukar menjadi suatu syarikat awam
dan bahawa nama syarikat itu sekarang ialah

UMW MANAGEMENT SERVICES BERHAD

Diberi di bawah tandatangan dan sertajal saya di Kuala Lumpur
pada 30 hari bulan Julai 1987

[Signature]

(PENOLONG PENDAFTAR SYARIKAT,
MALAYSIA)

(Borang ini diterjemahkan oleh Peguan Negara, Malaysia,
murut Peraturan Upanag No. 12 tahun 1964; PN (SBK)23
Pt.11, P.8.7/81 Jld.2)
Borang 9  
AKTA SYARIKAT, 1965  
[Seksyen 16 (4)]

No. Syarikat
20510/82
(Tempatan 90278)

PERAKUAN PERBADANAN SYARIKAT SENDIRIAN

Ini adalah memperakui bahawa UMW MANAGEMENT SERVICES SDN. BHD. adalah diperbadankan di bawah Akta Syarikat, 1965, pada dan mulai dari 20 haribulan September 1982, dan bahawa syarikat ini telah*...sebuah syarikat berhad menurut syar
syarikat ini inahl sebuah syarikat berhad menurut syar dan bahawa

Dibuat di bawah tandatangan dan meteri saya, di..........................................
pada 20 haribulan September, 1982.

(ADNAN BIN MAHFOF)  
Pendakil Syarikat,  
Malaysia

* Meskipun annada syarikat itu- 
(a) sebuah syarikat berhad menurut syar;  
(b) sebuah syarikat berhad menurut syar dan jaminan.

THE COMPANIES ACT, 1965

**********

COMPANY LIMITED BY SHARES

************

MEMORANDUM OF ASSOCIATION

OF

UMW HOLDINGS BERHAD

************

1. The name of the Company is UMW HOLDINGS BERHAD.

2. The Registered Office of the Company will be situate in Malaysia.

3. The objects for which the Company is incorporated are -

   (1) To purchase or otherwise acquire all or any of the issued share capital of UMW Corporation Berhad and for that purpose the Directors are empowered to purchase or otherwise enter into any agreement for the purchase of such shares on such terms and conditions as they deem fit and to carry the same into effect with or without modification.

   (2) To carry on the business of marketing or distributing goods or merchandise on behalf of wholesale dealers, manufacturers, or other persons, and to sell or distribute merchandise on behalf of wholesale dealers or manufacturers, and to accept consignments of goods or merchandise for sale or return and generally to carry on any kind of agency business and to carry on the business of railway and forwarding agents, warehousemen, storekeepers, carriers, charterers of ships, and insurance and shipping brokers, representatives or agents.

   (3) To carry on all or any of the businesses of general merchants, manufacturers, representatives, brokers, agents, importers, exporters, wholesale and retail traders, shippers, commission and insurance agents, estate and property agents, house rent collectors, godown storage collectors, general storekeepers, and dealers in stock and shares.

   (4) To act as general or special agents or managers or managing agents, in any place for any person or persons, public body or company and to underwrite and carry on the business of an investment, lending, or agency company and to exercise as principal or as trustee or agent for any person or persons all or any of the objects hereby authorised.

   (5) To carry on the businesses of general and produce merchants and to import, export and deal in local and other produce of all descriptions.
(6) To carry on, develop, extend and turn to account any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with such business or is calculated, directly or indirectly, to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.

(7) To purchase, hire, sell, lease, construct, equip, maintain, alter, improve, repair and use, any houses, offices, factories, buildings, works, canals, canalised waterways, docks, piers, jetties, light railways, tramsways, ropeways, or any other means of fixed mechanical transport, and any rolling stock, plant, or other material whatsoever of the same nature, accessory or convenient for the purposes of the Company, and to carry on the business of architects and surveyors, builders and contractors of and for all buildings, and works of any kind, road and pavement makers and repairers, and manufacturers of building materials of all kinds.

(8) To purchase, charter, take in exchange, or otherwise acquire and hold ships, vessels, and craft of any kind or any interest therein, and to maintain, repair, improve, alter, sell, exchange or let to hire or charter, or otherwise deal with and dispose of any ships or vessels aforesaid.

(9) To purchase or otherwise acquire for investment or resale, and to deal in land, houses, buildings, plantations, mines and immovable property of any tenure or any interest therein and any movable property of any description or any interest therein and to create, sell and deal in freehold, leasehold and ground rents, and generally to acquire, deal in, traffic by way of sale, lease, exchange or otherwise, with property of every description whether immovable or movable, real or personal and whether for valuable consideration or not.

(10) To develop and turn to account any lands acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others and to let on lease any such premises or parts thereof and to provide such facilities for the occupiers or tenants thereof as are commonly provided in residential premises, business offices or hotels.

(11) To purchase or sell, take on lease, let on lease, hire or otherwise acquire or dispose of, any mines, mining rights, and metalliferous land in Malaysia or elsewhere, and any interest therein, and to explore, work, exercise, develop, and turn to account the same; to crush, win, get, qualify, smelt, calcine, refine, dress, amalgamate, manipulate, and prepare for market, ores, metals and mineral substances of all kinds and to carry on any other metallurgical operations which may seem conducive to any of the Company's objects; to buy, sell, manufacture, and deal in minerals, plants, machinery, implements, conveniences, provisions, and things capable of being used in connection with metallurgical operations or required by workmen and others employed by the Company; to construct, carry out, maintain, improve, manage, work, control, and superintend any
roads, ways, tramways, railways, bridges, reservoirs, watercourses, aqueducts, wharves, furnaces, sawmills, crushing works, hydraulic works, electrical works, factories, warehouses, ships, and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to, subsidise, or otherwise aid, or take part in, any of such operations.

(12) To carry on the business of advertising contractors and agents and any other business which may be usefully carried on in connection with such business, and to acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on business as such contractors or agents or any other business which may be usefully carried on in connection therewith.

(13) To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the specified businesses or processes, or usually dealt in by persons engaged in such businesses.

(14) To buy and sell foreign currency and exchange, and to accept money for remittances to all countries and to accept deposits of money on loan at interest or without interest and to carry on the business of capitalists, financiers, and concessionaires, and to undertake, carry on and execute all kinds of financial, commercial trading and other similar operations.

(15) To purchase, acquire, hold, sell, and deal in, shares, stock, debentures, debenture stock, bonds, share warrants, obligations, and securities issued or guaranteed by any company constituted or carrying on business in any part of the world, and debentures, debenture stock, bonds, obligations, and securities, issued or guaranteed by any government, sovereign ruler, commissioner, public body or authority, supreme, municipal, local, or otherwise, whether at home or abroad.

(16) To acquire any such shares, stocks, debentures, debenture stock, bonds, share warrants, obligations, or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise, and to undertake or guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

(17) Subject to the provisions of the Companies Act, 1965, to lend money to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealing with the Company, and to guarantee the performance of contracts by any such persons or companies.

(18) To borrow and raise money for the purposes of the Company's business.

(19) To mortgage or charge the undertaking and all or any of the real and personal property, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par, or at a premium or discount, debentures, mortgage debentures or debenture stock.
and either perpetual or irredeemable, or redeemable or repayable, and
collaterally or further to secure any securities of the Company by a trust
 deed or other assurance and to confer upon the trustees of any such deed
all such powers of management and realisation whether before or after
the security constituted by the deed has become enforceable, and also such
powers of control, supervision and vote as the Company may think
expedient.

(20) To guarantee the performance of any contract or obligation
and or the payment of money secured by or payable under or in respect of
debenture bonds, debenture stock, contracts, mortgages, charges,
obligations and securities of or by any Company or by or of any authority
supreme municipal local or otherwise or by or any person whomsoever
whether corporate or incorporate and to act as sureties in guarantees and
indemnities of all kinds and for any purposes and to mortgage or charge
any of the Company's assets in support of any such surety obligation or
guarantee undertaken by the Company.

(21) To issue and deposit any securities which the Company has
power to issue by way of mortgage to secure any sum less than the
nominal amount of such securities, and also by way of security for the
performance of any contracts or obligations of the Company.

(22) To acquire or take over the whole or any part of the shares
capital, business, property and liabilities of any person or persons, firm or
corporation, carrying on any business which this Company is authorised to
carry on, or possessed of any property or rights suitable for the purposes of
this Company.

(23) To amalgamate or unite with or absorb into the Company any
other company or association or business or the members of any other
corporation or association whether formed within the objects of the
Company, or analogous, or subsidiary to any of the objects of the
Company, or carrying on any business capable of being conducted so as
directly or indirectly to benefit the Company, and to form, establish and
bring out and assist in the formation or establishment of any such company
or association and to acquire, hold and deal in shares or interest therein.

(24) To enter into partnership or into any arrangement or sharing
profits, union of interest, reciprocal concessions, or co-operation with any
person, partnership or company carrying on, or about to carry on any
business which this Company is authorised to carry on, or any business or
transaction capable of being conducted so as directly or indirectly to
benefit this Company, and to take or otherwise acquire, and hold shares or
stock in, or securities of, and to subside or otherwise assist, any such
company or persons, and to sell, hold, reissue, with or without guarantee,
or otherwise deal with such shares or securities.

(25) To pay for any property whatsoever or remunerate any person
or company for services rendered or to be rendered (including services in
placing or assisting to place any of the shares or securities of the Company,
or in or about the formation or promotion of the Company or the conduct
of its business) in shares (to be treated as either wholly or partly paid up)
or debentures or debenture stock of the Company, or in money, or partly in
shares or debentures, or debenture stock, and partly in money.
(26) To apply for, purchase, or otherwise acquire, any patents, copyrights, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited rights to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired, and to construct, maintain and alter any buildings, factories or works necessary or convenient for the purposes of the Company.

(27) To insure with any other company or person against losses, damages, risks and liabilities of all kinds which may affect this Company.

(28) To act as general or special agents or representatives or otherwise for underwriters or insurance companies or other companies, corporations, associations, bodies or individuals whatsoever.

(29) To buy, sell, manufacture, repair, alter, exchange and export, pledge, barter or otherwise deal in any goods, products or by-products made, produced, or manufactured by the Company, and all substances, articles and things capable of being used, for the purpose or in the execution of any wholesale or retail business of the Company.

(30) To sell, lease, surrender, let on hire, reclaim, improve, work, manage, develop, mortgage, pledge, exchange, dispose of, turn to account, or otherwise deal with, all or any of the property and rights of the Company.

(31) To sell or dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company, having objects altogether or in part similar to those of this Company.

(32) To promote or to take part in the formation, management, supervision, or control of the business or operations of any other company other for the purpose of acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to appoint and remunerate any directors, accountants or other experts or agents.

(33) To purchase its own shares and/or to give financial assistance to any person for the purpose of the purchase of its own shares, subject to, and in accordance with the Companies Act, 1965, the rules, regulations and orders made pursuant thereto and the requirements of the Kuala Lumpur Stock Exchange and any other relevant authorities.

(34) To issue any share of the Company as fully or in part paid up, and to invest or otherwise deal with the moneys of the Company in such manner as may from time to time be determined.

(35) To give the call on shares in this or any other company to any persons or company upon such terms and conditions or otherwise as may seem expedient.
(36) To obtain any Act of Parliament, or law or order, or ordinance of any colonial or foreign legislature or government for enabling the Company to carry on any of its objects into effect, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company’s interests.

(37) To make, draw, accept, endorse, execute, discount, and purchase or otherwise deal with promissory notes, bills of exchange, and all kinds of negotiable or transferable instruments.

(38) To guarantee or become liable for the payment of money or the performance of any contracts or obligations by any person or persons or corporations.

(39) To enter into arrangements with any government or authority, municipal, local or otherwise, or any company or person and to obtain from any such government or authority, company or person, all rights, concessions, and privileges that may seem conducive to any of the Company’s objects or to any of the objects of any person, persons or company in whose interest the Company has authority to act.

(40) To distribute among the members in specie any property of the Company.

(41) To stock and carry on any shops or stores for the benefit of the employees of the Company.

(42) To establish and support, or aid in the establishment and support of schools, places of worship, associations, institutions, funds, trusts, and arrangements, calculated to benefit the employees or ex-employees of the Company or its predecessors in business, or the dependants or connections of such persons, and to grant pensions, gratuities and allowances, and to make payments towards insurance, pension and superannuation funds, and to subscribe or make donations or gratuities to, or guarantee money for, charitable, scientific, public or benevolent objects, or any objects calculated to promote the interest of the Company.

(43) To procure the Company to be registered in any country, state, colony, or place.

(44) To establish, maintain, and work agencies or branch firms in any part of the world in connection with the business of the Company or any part thereof.

(45) To do all or any of the above things in any part of the world, either as principals, agents, trustees, contractors, or otherwise and either alone or in connection with others, and either by or through agents, sub-contractors, trustees, corporations, or otherwise.

(46) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them, or which may be conveniently carried on and done in connection therewith, or which may be calculated, directly or indirectly, to enhance the value of or render profitable, any business or property of the Company.
The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall be no wise limited or restricted (except where otherwise expressed in any paragraph) by reference to the objects indicated in any other paragraph or the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined these objects of a separate, distinct and independent company.

And it is hereby declared that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or not incorporated and wheresoever domiciled.

4. The liability of the members is limited.

5. The nominal capital of the Company is RM600,000,000.00 divided into 1,200,000,000 shares of RM0.50 each. The Company shall have 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 subject to any special terms or conditions, and either with or without any special designation, and also from time to time to modify any such rights, privileges, terms, conditions, or designations in accordance with the regulations for the time being of the Company.
6. We, the several persons whose names and addresses are hereunto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

<table>
<thead>
<tr>
<th>Names, Addresses and Descriptions of Subscribers</th>
<th>Number of Shares taken by each Subscriber</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHIEW WAN SHING</td>
<td>(1) One</td>
</tr>
<tr>
<td>10, Pinggiran Tunku, Kuala Lumpur.</td>
<td></td>
</tr>
<tr>
<td>Company Director</td>
<td></td>
</tr>
<tr>
<td>DATUK DR MOKHZANI BIN ABDUL RAHIM</td>
<td>(1) One</td>
</tr>
<tr>
<td>8, Simpangan Tunku, Bukit Tunku, Kuala Lumpur.</td>
<td></td>
</tr>
<tr>
<td>Company Director</td>
<td></td>
</tr>
</tbody>
</table>

Dated this 7th day of August, 1982.

Witness to the above signatures:

Susieca Mezao
Chartered Secretary
c/o United Motor Works (Malaysia) Holdings Berhad
Jalan Ulas, Batu Tiga Industrial Estate,
Shah Alam,
Selangor.
THE COMPANIES ACT, 1965

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COMPANY LIMITED BY SHARES

************

ARTICLES OF ASSOCIATION

OF

UMW HOLDINGS BERHAD

************

PRELIMINARY

1. In these Articles unless there be something in the subject or context inconsistent therewith -

"Company" means UMW HOLDINGS BERHAD.

"Act" means the Companies Act, 1965 of Malaysia and any statutory modifications or replacement thereof.

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

"Month" means calendar month.

"in writing" or "written" means and include words printed, lithographed, photographed, typed, represented or reproduced in any mode in a visible form.

"Directors" means the Directors for the time being of the Company and includes alternate Directors.

"Secretary" includes any person appointed to perform the duties of a Secretary temporarily.

"Share" means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.

"Dividend" includes bonus.

"Seal" shall mean the Common Seal of the Company.
"Register" means the Company's Register of Members.

"Central Depositories Act" means the Securities Industry (Central Depositories) Act, 1991 or this Act as amended or substituted from time to time.

"Central Depository" means Bursa Malaysia Depository Sdn. Bhd.

"Depositor" means a holder of a Securities Account established by the Central Depository.

"Deposited Security" means a security standing to the credit of a securities account and includes securities in a securities account that is in suspense.

"Exchange" means Bursa Malaysia Securities Berhad.

"Market day" means a day on which the stock market of the Exchange is open for trading in securities.

"Member" means any person(s) for the time being holding shares in the Company and whose name(s) appear(s) in the Register of Members (except Malaysian Central Depository Nominees Sdn. Bhd.), including depositors whose name(s) appear on the Record of Depositors.

"Non Deposited Security" means a security of the Company which is not a Deposited Security.

"Record of Depositors" means a record provided by the Central Depository to the Company under Chapter 24.0 of the Rules.

"Rules" means the Rules of the Central Depository or these Rules as amended or substituted from time to time.

"Securities Account" means an account established by the Central Depository for a Depositor for the recording of deposit or withdrawal of securities and for dealings in such securities by the Depositor.

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

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

Subject as aforesaid, any words defined in the Act shall, if not inconsistent with the subject or the context, bear the same meaning in these Articles. The marginal notes are inserted for convenience and shall not affect the construction of these Articles.
2. The provisions of Table A in the Fourth Schedule to the Act shall not apply to the Company except in so far as the same are repeated or contained in these Articles.

3. Subject to the provisions of Article 53 hereof, the shares shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and either at a premium or at par or (subject to the provisions of the Act) at a discount and at such times as the Directors think fit and with full power to give to any person the right to call for allotment of any shares either at par or at a premium or at a discount for such time and for such consideration as the Directors may see fit, provided always:

(a) that no shares shall at any time be issued which shall result in the transfer of a controlling interest save with the consent of the Company in General Meeting;

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

(c) that no Director shall participate in a Share Issuance Scheme unless the Company in General Meeting have approved the specific allotment to be made to such Director and unless he holds office in an executive capacity.

4. Subject to the Act, the Central Depositories Act, the Rules and the rules and requirements of the Stock Exchange, the Company shall ensure that any new issue of securities for which listing is sought, is made by way of crediting the Securities Account of the allottee with such securities, save and except for Non Deposited Securities. The Company shall notify the Central Depository of the name of the allottee of entitled person and all such particulars required by the Central Depository to make the appropriate entries in the Securities Account of such allottee or entitled person and deliver to the Central Depository the appropriate scrip or jumbo certificate registered in the name of the Central Depository or its nominee.

5. Except as otherwise provided in these Articles or as required by the Act, the Central Depositories Act or the Rules or by law or pursuant to any order of the court, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or unit of a share, or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

6. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalment, every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal personal representative and the word “call” wherever used in these Articles shall be deemed to include an instalment.
7. No person shall exercise any rights of a Member until his name shall have been entered in the Register or Record of Depositors and shall have paid all calls and other moneys for the time being due and payable on any shares held by him whether alone or jointly with any other person. PROVIDED THAT the Central Depository or its nominee company in whose name the Deposited Security is registered shall not be entitled to any such right unless required by virtue of the Central Depositories Act or the Rules.

8. Shares may be registered in the name of an incorporated company or other corporate body but not in the name of a minor or a person of unsound mind or who is insolvent or in the name of any firm or partnership.

9. Subject to the provisions of the Act, in relation to Non Deposited Securities, every person whose name is entered as a Member in the Register shall be entitled to receive after lodgement of transfer, one certificate for all such Non Deposited Securities upon payment of such sum as may from time to time be determined by the Directors, each for one (1) or more of such Non Deposited Securities in each class as he may reasonably require. When a Member transfers part only of the Non Deposited Securities comprised in a certificate, the old certificate shall be cancelled and a new certificate for the balance of such securities shall be issued in lieu without charge. Every certificate shall be issued under the Seal and bear the signatures or the autographical signatures reproduced by mechanical, electronic and/or by any other means of one (1) Director and the Secretary or a Second Director or such other person as may be authorised by the Directors, and shall specify the securities to which it relates, and the amount paid up thereon. In the case of a Non Deposited Security held jointly by several persons, the Company shall not be bound to issue more than one (1) certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all such persons. Certificates shall be issued by the Company in reasonable denominations. In an allotment of Non Deposited Securities in the Company, a Member of the Company shall, upon compliance with all the conditions of such issue or offer, as the case may be, be entitled to receive up to a maximum of ten (10) share certificates for such securities in reasonable denomination without charge.

10. Subject to any directions given by the Directors from time to time regulating the issue for such certificates, all share and stock certificates, debentures or debenture stock certificates shall be signed by one Director and the Secretary and the Seal shall be affixed to the same and such certificate may be delivered by the Company by posting the same by ordinary post.

11. In relation to Non Deposited Securities, where two (2) or more persons are registered as the holders of any Non Deposited Security, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the following provisions -
(h) The Company shall not be bound to register more than four (4) persons as the holders of any Non Deposited Security, except in the case of administrators or executors of a deceased shareholder.

(b) The joint holders of a Non Deposited Security shall be liable severally as well as jointly in respect of all payments which are due and payable in respect of such Non Deposited Security.

(c) On the death of any one of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such Non Deposited Security but the Directors may require such evidence of death as they deem fit.

(d) Any one of such joint holders may give effectual receipts for any dividend payable to such joint holders.

(e) Only the person whose name stands first in the Register as one of the joint holders of any Non Deposited Security shall be entitled to delivery of the certificate relating to such Non Deposited Security or to receive notices from the Company and any notice given to such person shall be deemed notice to all the joint holders.

12. Subject to the provisions of the Act, in relation to Non Deposited Securities, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholders, transferee, person entitled and/or such other persons as the Directors of the Company shall require, and (in the case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum per certificate as may from time to time be determined by the Directors. In case of the destruction, loss or theft of a certificate a shareholder or person entitled to such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

13. With respect to Deposited Securities, subject to the provisions of the Act, the Central Depositories Act, the Rules and the rules and requirements of the Stock Exchange -

(a) where any new securities designated as Deposited Securities are issued by the Company (whether by way of bonus issue, rights issue, conversion of debt securities, exercise of any rights or options or otherwise), the Company shall notify the Central Depository of the name of the allottees or entitled persons and all such other information as may be required by the Central Depository (whether under the Rules, by virtue of the Central Depositories Act or
otherwise) to enable the Central Depository to make the appropriate entries in the Securities Accounts of the relevant allottees or entitled persons and the Company shall deliver the appropriate scrips or jumbo certificates registered in the name of the Central Depository or its nominee in respect of such securities, to the Central Depository;

(b) the Company shall make application for quotation of such securities and allot all such securities and dispatch notices of allotment to the allottees or entitled persons in the manner, within the time period prescribed and in accordance with the provisions of the Rules, the Central Depositories Act, and the rules and regulations of the Stock Exchange; and

(c) no share certificate or scrip will be issued to all such allottees or entitled persons.

CALLS ON SHARES

Calls

14. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all monies unpaid on their shares as they think fit provided seven (7) days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons in such manner and at the time and places appointed by the Directors. A call may be made by instalments. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

Liability of Members for calls

15. Subject to any special conditions on which any shares have been issued, each Member shall be liable to pay any call made on him and any instalment presently payable by him at the time and place appointed by the Directors.

Interest on calls

16. If before or at the day appointed for payment thereof a call or instalment payment in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call at such rate not exceeding 10% per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

Nature of call and non-payment thereof

17. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on 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 other relevant provisions of the Act or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.
18. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls or instalments to be paid and in the time of payment of such calls or instalments.

19. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the monies uncalled or unpaid upon any shares held by him, and upon all or any of the monies so advanced, the Directors may (until the same would but for such advance become payable) pay interest at such rate as may be agreed upon between them and such Member, in addition to the dividends payable upon such part of the share in respect of which such advance has been made as is actually called up. No such sum paid in advance of a call shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would but for such payment become presently payable.

20. No Member shall be entitled to receive any dividend or to exercise any privilege as a Member in respect of any share upon which calls or instalments are due and unpaid whether held alone or jointly with any other person.

21. The Company shall have a first and paramount lien on the specific shares (not being fully paid shares) registered in the name of a Member (whether solely, or in the case of Non Deposited Securities, jointly with others) for all calls or instalments due by him or his estate either alone or jointly with any other person to the Company on such shares but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company shall also have a first and paramount lien on all shares in respect of any monies the Company may be called upon by law to pay and has paid in respect of the shares of any Member or deceased Member. The Company’s lien, if any, on a share shall extend to all dividends payable thereon.

22. The Company’s lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member.

23. The Directors may sell, in such manner as they think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen (14) days after notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

24. To give effect to any such sale, the Directors may authorise any Director or the Secretary to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as a holder of the shares comprised in any such transfer.
Remedy for wrongful transfer

25. No purchaser shall be bound or concerned to enquire into the application of the purchase money or the regularity of the sale, but the remedy of any one injured by a sale wrongfully made in purported exercise of such power of sale shall be in damages only against the Company.

Application of proceeds of sale

26. All moneys received on any sale shall after payment of any prior encumbrances be applied in payment of all costs of such sale and of any attempted sale and secondly in payment of all monies charged on the shares by virtue of such lien and presently payable and subject to such payments, the balance shall be paid to the person who was entitled to such shares immediately prior to the date of such sale, or his executors, administrators or assigns or as he directs.

Transfer of Deposited Securities

27. The transfer of any Deposited Securities shall be by way of book entry by the Central Depository in accordance with the Rules, and notwithstanding Sections 103 and 104 of the Act, but subject to Subsection 107C(2) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities.

TRANSFER AND TRANSMISSION OF SHARES

Form of transfer

28. Subject to the restrictions of the Act, any Member may transfer all or any of his Non Deposited Securities by instrument in writing in the form prescribed by the Act (if applicable) and the Directors. Such instrument of transfer must be left at the registered office accompanied by the certificate of the securities to be transferred and such other evidence (if any) as the Directors may reasonably require to show the rights of the transferor to make the transfer. No security shall however be transferred where such transfer is not permitted by law.

No restriction on transfer of fully paid shares

29. (a) There shall be no restriction on the transfer of fully paid shares except where required by law.

Notice of refusal of transfer

(b) If the Directors refuse to register a transfer they shall within ten (10) market days after the date on which the transfer was lodged with the Company send to the transferee notice of their refusal and the precise reasons therefore.

Transfers to be signed by both transferor and transferee

30. Subject to the provisions of the Act, the instrument of transfer of a Non Deposited Security shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the security until the name of the transferee is entered in the Register in respect thereof.

No transfer to infants, etc

31. (a) No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind or to a firm or partnership.
(b) In respect of Non Deposited Securities, such fees as the Directors may from time to time require plus any stamp duty payable under any law for the time being in force may be charged for the registration of each transfer, split or consolidation and for each registration or transmission under the transmission Article and shall, if required by the Directors, be paid before registration.

32. Subject to the provisions of Article 27, the Company shall keep and maintain a Register of Transfers which shall be kept by the Secretary and/or the Registrars under the control of the Directors and in which shall be entered the particulars of every transfer or transmission of every Non Deposited Security. The Register of Transfers shall for the purposes of these Articles, the Act or any law for the time being in force be treated as the Company’s Register of Members and any entry made to the Register of Transfers shall be deemed to be an entry to the Register of Members.

33. The registration of transfers of securities may be suspended at such times, for such reasons and for such periods as the Directors may from time to time determine not exceeding in the whole thirty (30) days in any year. At least twelve (12) market days' notice of intention to close the said Register or such other period of notice of such closure as shall from time to time be fixed by the Kuala Lumpur Stock Exchange shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Kuala Lumpur Stock Exchange. The said notice shall state the period and the purpose or purposes for which the Register is being closed. The Company shall give written notice of such closure to the Central Depository in accordance with the Rules, the Central Depositories Act and the rules and requirements of the Kuala Lumpur Stock Exchange, to enable the Central Depository to prepare the appropriate Record of Depositors.

34. (a) With respect to Non Deposited Securities, the executors or administrators of a deceased sole holder of a security shall be the only person recognised by the Company as having any title to the security. In the case of a Non Deposited Security registered in the names of two or more holders, the survivors or the executors or administrators of the deceased survivor shall be the only persons recognised by the Company as having any title to the security, but nothing herein contained shall release the estate of a deceased joint holder from any liability of any security jointly held by him with the other person.

(b) With respect to Deposited Securities, the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to such securities, shall be in accordance with the Central Depositories Act, the Rules and the rules and requirements of the Kuala Lumpur Stock Exchange.
35. Where the securities of the Company are listed on another stock exchange, and the Company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules of the Depository in respect of such securities, the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the Registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the Registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.

36. Any person becoming entitled to a Non Deposited Security in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the security or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Non Deposited Security by that Member before his death or bankruptcy. Where the security is a Deposited Security, a transfer or withdrawal of the security may be carried out by the person becoming so entitled subject to the Rules, the Central Depositories Act, the Act and the rules and requirements of the Kuala Lumpur Stock Exchange.

37. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects, provided that where the security is a Deposited Security and the person becoming entitled elects to have the security transferred to him, the aforesaid notice together with all necessary forms and documents prescribed by the Rules, the Central Depositories Act or the Central Depository, must be served by him on the Central Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the security. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of securities shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

38. A person entitled to shares by reason of the death or bankruptcy of the holder shall, until he transfers or is registered as a Member in respect of such shares, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of such shares except that he shall not without being registered as a Member in respect of such share be entitled to exercise any right of membership in relation to meetings of the Company.
39. Neither the Company nor its Directors nor any of its Officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other Officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case, the person registered as transferee, his executors, administrators and assigns, alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

FORFEITURE OF SHARES

40. If any Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as shall then be unpaid together with interest thereon not exceeding ten per cent per annum as the Directors shall determine and any expenses that may have accrued by reason of such non-payment.

41. The notice shall name a further day (not earlier than the expiration of seven (7) days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place when payment is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made will be liable to be forfeited.

42. If the requisitions of any such notice aforesaid are not complied with, any share 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. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

43. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by reason of his death or bankruptcy as the case may be, and an entry of such notice having been given and the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the share; but the provisions of this
Article are directory only and no forfeiture shall be in any manner be invalidated by any omission or neglect to give such notice or to make entry as aforesaid.

44. Every share which shall be forfeited shall thereupon become the property of the Company and may be either cancelled or sold or re-allotted or otherwise disposed of either to the person who was before forfeiture the holder thereof or entitled thereto or to any person, upon such terms and in such manner as the Directors shall think fit.

45. Notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

46. A shareholder whose shares have been forfeited shall, notwithstanding such forfeiture be liable to pay the Company all calls made and not paid on such shares at the time of forfeiture and interest thereon to the date of payment in the same manner in all respects as if the share had not been forfeited and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture and the Directors may enforce the payment thereof or any part thereof if they think fit but shall not be under any obligation to do so.

47. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company except such rights and liabilities as are by these Articles expressly saved or as are by the Act given or imposed in the case of past Members.

48. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated, and such declaration together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof shall constitute a good title to such share on a proper transfer being delivered to the Company; and a certificate of title shall be delivered to a purchaser and his name shall be entered in the Register of Members and thereupon he shall be deemed the holder of such share discharged from all calls or installments or other sums due prior to such purchase and he shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share. The Directors may authorise any person to execute a transfer of any shares so sold to the purchaser.
ALTERATION OF CAPITAL

49. The Company may by Ordinary Resolution -

(a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of Section 62 of the Act;

(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken up by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

50. The Company may by Special Resolution reduce its share capital and any capital redemption reserve fund or any share premium account, in any manner authorised by the Act.

51. Anything done in pursuance of the two foregoing Articles shall be done in a manner provided and subject to any conditions imposed by the Act so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.

INCREASE OF CAPITAL

52. The Company may from time to time by Ordinary Resolution passed at a General Meeting of the Company whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company in such General Meeting directs and the Company may in such General Meeting direct that new shares or any of them may have such preference or priority over the then existing shares of the Company and that such rights and privileges be different from those of such existing shares as they may think fit, provided always that the total nominal value of the issued preference shares, if any, shall, not exceed the total nominal value of the issued ordinary shares at any time.

53. Subject to any direction to the contrary that may be given by the Company in General Meeting all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The
offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this regulation.

54. Subject to any directions that may be given in accordance with the power contained in the Memorandum of Association or these Articles any capital raised by the creation of new shares shall be considered as part of the original and as consisting of ordinary shares, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if it has been part of the original capital.

55. The Company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of 10 per cent of the price at which the shares in respect whereof the same is paid and issued or an amount equal to 10 per cent of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

MODIFICATION OF CLASS RIGHTS

56. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may whether or not the Company is being wound up, be varied with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class provided always that where the necessary majority for such a Special Resolution is not obtained at the meeting, the consent in writing, if obtained from the holders of three-fourths of the shares concerned within two (2) months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting and provided that the repayment of preference capital other than redeemable preference capital, or any other alteration of preference shareholders' rights, may only be made pursuant to a Special Resolution of the preference shareholders concerned. To every such separate General Meeting the provisions of these Articles relating to General Meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third of the issued shares of that class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such Special Resolution the provisions of Section 152 of the Act shall with such adaptations as are necessary apply.
CONVERSION OF SHARES INTO STOCKS

57. The Company may, by Ordinary Resolution, convert any paid up shares into stock, and reconver such stock into paid up shares of any denominations.

58. When any shares have been converted into stock, the several holders of such stock may transfer their respective interest therein, or any part of such interest in such manner as the Company in General Meeting shall direct, but in default of any such direction then in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or 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 shall not exceed the nominal amount of the individual shares from which the stock arose.

59. The several holders of stock shall be entitled to participate in the dividends and profits of the Company according to the amount of their respective interest in such stock, and such interest shall in proportion to the amount thereof, confer on the holder thereof respectively the same privileges and advantages for the purpose 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, profit and assets of the Company, shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privilege or advantage.

BORROWING POWERS

60. The Directors may from time to time at their discretion raise or borrow for the purposes of the Company such sums of money as they think proper.

61. The Directors may raise or secure the repayment of such sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock or any mortgage charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

62. Subject to the provisions of the Act and the requirements of the Kuala Lumpur Stock Exchange and/or other relevant authorities, the Company may purchase its own shares and/or provide any financial assistance to any person for the purpose of the purchase of its own shares. Any shares in the Company so purchased by the Company and/or any person shall be dealt with as provided by the Act and the requirements of the Kuala Lumpur Stock Exchange and/or any other relevant authorities.
63. Debentures, debenture stock or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

64. Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.

65. The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise.

66. If the Directors or any of them, or any other persons shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect to such liability.

GENERAL MEETING

67. The Directors shall convene an Annual General Meeting to be held once at least in every calendar year at such time, not being more than fifteen (15) months after the holding of the last preceding Annual General Meeting, and at such place as may be determined by the Directors.

68. Every General Meeting of the Company other than the Annual General Meeting shall be called an Extraordinary General Meeting.

69. The Directors of the Company may call an Extraordinary General Meeting whenever they think fit.

70. The Directors shall call an Extraordinary General Meeting whenever a requisition in writing signed by Members of the Company holding in the aggregate not less than one-twentieth in amount of the issued capital of the Company upon which all calls or other sums then due shall have been paid and stating fully the objects of the meeting shall be deposited at the Office of the Company. Such requisition may consist of several documents in like form each signed by one or more of the requisitionists.

71. If the Directors do not, within twenty-one (21) days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them representing more than one half of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three (3) months from the date of such deposit.
72. Any meeting convened by the requisitionists as aforesaid shall require twenty-one (21) days' notice and shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors and shall be held at the Office of the Company.

73. Subject to the provisions of the Act relating to Special Resolutions and agreements for shorter notice, at least fourteen (14) days' notice of the meeting or at least twenty-one (21) days' notice of the meeting where any Special Resolution is proposed or where it is an Annual General Meeting (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) shall be given. Subject to Article 84 seven (7) clear days' notice shall (unless the meeting otherwise resolves) be given of an adjourned General Meeting. The notice in each case shall specify the place, day and hour of the meeting and, in the case of special business, the notice shall in addition specify the general nature of such business and shall also be accompanied by an explanatory statement regarding the effect of any proposed resolution in respect of such business. The notice shall in such case be given to the Members by notice sent by post or otherwise served as hereinafter provided.

74. The Company shall request the Central Depository in accordance with the Rules, to issue a Record of Depositors to whom notices of General Meetings shall be given by the Company.

75. (a) The Company shall also request the Central Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonable practicable which shall in any event be not less than three (3) Market Days before the General Meeting (hereinafter referred to as the General Meeting Record of Depositors).

(b) Subject to the Securities Industry (Central Depository) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any General Meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

76. (a) The meeting shall, notwithstanding that it is called by notice shorter than is required by Article 73 whether in respect of a Special Resolution or otherwise be deemed to be duly called if it is so agreed:

(i) in the case of the Annual General Meeting by all the Members entitled to attend and vote thereat; or

(ii) in the case of any other meeting, by a majority in number of the Members, having a right to attend and vote thereat being a majority which together holds not less than 95 per centum in nominal value of the shares giving a right to attend and vote.
Notice of meeting to Stock Exchange and Press

(b) Notwithstanding the foregoing, at least fourteen (14) days’ notice of every General Meeting or twenty-one (21) days’ notice in the case where any Special Resolution is proposed or where it is the Annual General Meeting shall be given by advertisement in the daily press and in writing to any Stock Exchange upon which the Company is listed.

Omission to give notice

77. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any Member shall not invalidate the proceedings at any General Meeting or any resolution passed thereat.

PROCEEDINGS AT GENERAL MEETINGS

Special business

78. All business transacted at any Annual General Meeting, other than business which under these Articles ought to be transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.

Business of Annual General Meeting

79. The business of an Annual General Meeting except in the First Annual General Meeting shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and Auditors, to elect Directors in the place of those retiring by rotation and auditors, and to declare dividends, and to transact any other business which under these Articles ought to be transacted at an Annual General Meeting.

No business without quorum

80. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

Quorum

81. Two (2) Members personally present or by proxy or in the case of a corporation by a representative duly authorised in that behalf shall be a quorum for a General Meeting.

Proceedings if no quorum

82. 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 upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day, time and place as the Directors may by notice to the shareholders appoint. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the adjourned meeting, the Members present shall be a quorum.

Chairman of General Meeting

83. The Chairman (if any) of the Board of Directors or in the absence, the Deputy Chairman shall preside as Chairman at every General Meeting but if at any meeting they shall not be present within fifteen (15) minutes after the time appointed for holding the same or shall be unwilling to act as Chairman, the Members present shall choose some Director or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the meeting.
84. The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

85. Any Member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least within the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time above mentioned shall be such that between the date on which the notice is served or deemed to be served and the day appointed for the meeting there shall be not less than seven (7) nor more than fourteen (14) intervening days.

86. Upon receipt of any such notice as mentioned in the last preceding Article the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include it in the notice of meeting, and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting, notice that such resolution will be proposed.

87. At any General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands of persons present and entitled to vote unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairman or by at least two (2) Members, or by the holder or holders in person or by proxy of at least one-twentieth part of the issued share capital of the Company, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority or lost, or not carried by a particular majority, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

88. If a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded; and a demand for a poll may be withdrawn at any time before the poll is taken.

89. A poll demanded on the election of a Chairman of a General Meeting and on any question of adjournment shall be taken immediately.

90. In the case of an equality of votes whether on a show of hands or at a poll at any General Meeting of the Company, the Chairman of the meeting shall be entitled to a further or casting vote.
91. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.

VOTES OF MEMBERS

92. On a show of hands a holder of ordinary shares or preference shares present in person or by proxy shall have one (1) vote and upon a poll, every holder present in person or by proxy or by a duly authorised representative and entitled to vote shall have one (1) vote for every share held by such holder.

93. Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

94. If any Member be an infant or lunatic or of unsound mind he may vote by his guardian, committee, receiver, curator or other legal curator, and such last mentioned persons may give their votes either personally or by proxy.

95. If a corporation is a Member it may vote by any person authorised by resolution of its Directors or other governing body to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

96. Where there are joint registered holders of any Non Deposited Security, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such security as if he were solely entitled thereto; and if more than one of such joint holders be present at the meeting, personally or by proxy, then one of the said persons so present whose name stands first on the register in respect of such security shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of a deceased Member in whose sole name any securities stand, any one of such executors or administrators may vote in respect of such securities unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and objects to the vote.

97. A holder of ordinary shares shall be entitled to be present and to vote at any General Meeting in respect of any shares upon which all calls due to the Company have been paid.

98. Votes may be given either personally or by proxy or in the case of a corporation by a representative duly authorised as aforesaid.
99. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if such appointor is a corporation under its Common Seal or under the hand of the attorney. A proxy shall be entitled to attend and vote both on a show of hands and on a poll on any question at any General Meeting and shall have the same rights as the Member to speak at the General Meeting.

100. (a) A Member of the Company entitled to attend and vote at a meeting of the Company, or at a meeting of any class of Members of the Company, shall be entitled to appoint any person as his proxy to attend and vote instead of the Member at the meeting. There shall be no restriction as to the qualification of the proxy;

(b) A Member shall not be entitled to appoint more than two proxies to attend and vote at the same meeting save that where a Member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint at least one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account; and

(c) Where a Member appoints two (2) proxies the appointments shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.

101. The instrument of a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the office not less than forty-eight (48) hours before the time for the holding of the meeting or at the adjourned meeting as the case may be at which the person named in such instrument proposes to vote. A Member not resident in Malaysia or Singapore may by cable or other telegraphic communication appoint a proxy to vote for him at any meeting of the Company provided –

(a) Such cable or other telegraphic communication shall have been received at the Office not less than forty-eight (48) hours before the time for the holding of the meeting or adjourned meeting as the case may be at which the person named in such cable or other telegraphic communication proposes to vote; and

(b) The Directors are satisfied as to the genuineness of such cable or other telegraphic communication.
102. A vote given in accordance with the terms of the instrument of proxy shall be valid notwithstanding the previous death of the Member or revocation of the proxy or power of attorney under which it is made or transfer of the share in respect of which the vote is given provided that no intimation in writing of the death, revocation or transfer shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

103. Every instrument of proxy whether for a specified meeting or otherwise shall as clearly as circumstances will admit, be in the form following or such other form as the Directors may from time to time prescribe or approve or in particular cases accept.

UMW HOLDINGS BERHAD

I, .................................................., being a Member of UMW Holdings Berhad, hereby appoint

..................................................
of .........................................................., or failing him,

..................................................
of ..................................................

as my proxy to vote for me and on my behalf at the (Annual or Extraordinary as the case may be) General Meeting of the Company to be held on the ........ day of ........................., 20 .... , and at any adjournment thereof.

Signed this ........ day of ........................., 20 .....

Witnessed by ..................................................
Signature ..................................................
Address ..................................................
Occupation ..................................................
No. of Shares ..................................................

DIRECTORS

104. No person shall be eligible as a Director who is an undischarged bankrupt or prohibited from being a Director by reason of any order made under Section 130 or Section 304 of the Act.

105. The number of Directors including the Chief Executive shall not be less than two (2) nor more than fifty (50). All Directors of the Company shall be natural persons.
106. The first Directors shall be Shiew Wan Shing and Datuk Dr Mohdzain bin Abdul Rahim.

107. Unless and until the Company in General Meeting shall otherwise determine a Director shall not be required to hold any qualification share.

108. The remuneration of the Directors shall be by a fixed sum which shall from time to time be determined by the Company in General Meeting and such remuneration shall be divided amongst the Directors as they shall determine or failing agreement, equally. The Directors shall also be paid such travelling, hotel or other expenses as may reasonably be incurred by them in the execution of their duties including such expenses incurred in connection with their attendance at meetings of Directors. If by arrangement with the other Directors, any Director shall perform or render any duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration in a lump sum in addition to his ordinary remuneration. Fees payable to Directors shall not be increased except pursuant to a resolution passed at a General Meeting, where notice of the proposed increase has been given in the notice convening the meeting. The remuneration to Executive Directors may however, include such percentage of profits as the Directors may determine but shall not in any circumstances include the commission on or percentage of turnover. Non-executive Directors shall not in any event be remunerated by a commission on or percentage of profits or turnover.

109. The Directors shall have power at any time to appoint any person a Director either to fill a casual vacancy or an addition to the Board, but so that the total number of Directors shall not be increased beyond the maximum number hereinafter prescribed. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.

110. Any Director may from time to time appoint any person who is approved by the majority of the Directors at a Board Meeting to be an alternate or substitute Director. The appointee while he holds office as an alternate or substitute Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director. An alternate Director shall receive his remuneration from the Director appointing him and not from the Company unless the Company be instructed in writing by the Director to pay any portion of his remuneration to such alternate. Any appointment so made may be revoked at any time by the appointor or by the majority of the other Directors at a Board Meeting. Any appointment or revocation under this Article shall be effected by notice in writing to be delivered to the Office of the Company.
111. Subject to the rules and requirements of the Kuala Lumpur Stock Exchange, no Director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which the Company shall be a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is first taken into consideration if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. If a Director becomes interested in a contract of arrangement after it is made or entered into the declaration of his interest shall be made at the first meeting of the Directors held after he becomes so interested. No Director shall vote on any contract or proposed contract or arrangement in which he is directly or indirectly interested or on any matter arising thereon and if he votes, his vote shall not be counted.

112. Any Director may act by himself or by his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, providing that nothing herein contained shall authorize a Director or his firm to act as auditor of the Company.

113. A general notice that a Director is a member or a director of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this Article as regards such Director and the said transactions, and after such general notice it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company provided such notice is given at a meeting of Directors or brought up and read at the next meeting of Directors after it is given.

CHIEF EXECUTIVE.

114. The Directors may from time to time appoint any one or more of their body to be the Chief Executive for such period and upon such terms as they think fit and may vest in such Chief Executive as may be appointed by them such of the powers hereby vested in the Directors generally as they may think fit and may from time to time revoke, withdraw, alter or vary any of such powers.

115. Remuneration of a Chief Executive shall from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes, but shall not be by a commission on or percentage of turnover.
116. A Chief Executive shall be subject to retirement by rotation, and be reckoned as a Director for the purpose of determining the rotation or retirement of Directors or in fixing the number of Directors to retire, and he shall, subject to the provisions of the contract, if any, between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause shall ipso facto and immediately cease to be a Chief Executive.

117. A Chief Executive shall be subject to the control of the Board of Directors.

POWERS AND DUTIES OF DIRECTORS

118. The business of the Company shall be managed by the Directors who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by law or by these Articles required to be exercised or done by the Company in General Meeting, but the exercise of all such powers shall be subject to and in accordance with the provisions of any law in that behalf and of these Articles and shall also be subject to and in accordance with any regulations or provisions made by the Company in General Meeting. Provided that no regulation so passed shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

119. The Directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities, and discretions vested in him.

120. The Directors shall not save with the consent of the Company in General Meeting dispose of the whole or substantially the whole of the undertaking of the Company.

121. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

DISQUALIFICATION OF DIRECTORS

122. The office of a Director shall be vacated subject as otherwise provided and to the terms of any subsisting agreement.
(a) if a receiving order is made against him or he makes any arrangement or composition with his creditors;

(b) if he becomes prohibited from being a Director by reason of any order made under Section 130 or Section 304 of the Act;

(c) if he absents himself from the meetings of the Directors during a continuous period of six (6) months without special leave of absence from the Directors and they pass a resolution that he has by reason of such absence vacated his office;

(d) if he is found a lunatic or becomes of unsound mind or bankrupt during his term of office;

(e) if he be convicted of an indictable offence;

(f) if by notice in writing given to the Company, he resigns his office; and

(g) if he is removed by a resolution of the Company in General Meeting and in the case of an alternate or substitute Director by a resolution of Directors.

123. At the first Annual General Meeting of the Company all the Directors shall retire from office and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being or if the number is not three or a multiple of three then the number nearest one-third shall retire from office.

124. The Directors to retire in every year shall subject nevertheless as hereinbefore provided, be the Directors who have been longest in office since their last election but as between persons who became Directors on the same day, the Directors to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

125. All Directors (including without limitation the Chief Executive) shall retire from office once at least in each three (3) years but a retiring Director shall be eligible for re-election.

126. The Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall, if offering himself for re-election, be 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 shall have been put to the meeting and lost.

127. No person, not being a Director retiring at a meeting shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting, unless not less than the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Member duly
qualified to be present and to vote at the meeting for which such notice is
given of his intention to propose such person for election and also notice in,
writing signed by the person to be proposed giving his consent and
signifying his candidature for the office. The prescribed time above-
mentioned shall be such that between the date when the notice is served or
deemed to be served, and the day appointed for the meeting, there shall be
not less than eleven (11) nor more than fourteen (14) clear days. Provided
that in the case of a person recommended by the Directors for election nine
(9) clear days’ notice only shall be necessary; in any event, notice of each
and every candidature for election to the Board shall be served on the
registered holders of shares at least seven (7) days prior to the meeting at
which the election is to take place.

128. The Company may from time to time in General Meeting
increase or reduce the number of Directors and determine in what rotation
such increased or reduced number shall go out of office subject always to
the provision of Article 125.

129. The Company may by Ordinary Resolution of which special
notice has been given in accordance with Section 153 of the Act, remove
any Director before the expiration of his period of office, and may, if
thought fit, by Ordinary Resolution appoint any other person as a Director
in his place. The Director so appointed shall hold office so long as the
Director in whose place he is appointed would have held the same if he
had not been removed.

PROCEEDINGS OF DIRECTORS

130. The Directors may meet together for the despatch of business,
adjourn and otherwise regulate the meeting as they think fit and determine
the quorum necessary for the transaction of business. Questions arising at
any meeting shall be decided by a majority of votes. In case of an equality
of votes, the Chairman of the meeting shall have a second or casting vote
except when only two Directors are competent to vote on the question at
issue. Two Directors acting jointly may and the Secretary on the
request of a Director shall at any time summon a meeting of Directors;
It shall not be necessary to give notice of a meeting of Directors to any
Director for the time being absent from Malaysia and Singapore.

131. A Director who has not appointed an alternate Director may
authorise any other Director to vote for him at any meeting or meetings at
which he is not present and in that event the Director so authorised shall
have a vote for each Director he is so authorised in addition to his own
vote. Every such consent and authority shall be in writing or by cable,
telegram or facsimile which shall be produced at the meeting or meetings
at which the same is to be used and be left with the Secretary for filing.

132. The quorum necessary for the transaction of the business of
the Directors may be fixed by the Directors, and unless so fixed two (2)
Directors shall form a quorum.
133. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may except in an emergency act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company.

134. The Directors may from time to time elect a Chairman and/or a Deputy Chairman from amongst themselves and they shall determine the period for which they are to hold office but if no Chairman or Deputy Chairman is elected or if at any meeting the Chairman or the Deputy Chairman (if any) is not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose someone of their number to be the Chairman of such meeting.

135. The Directors may delegate any of their powers to a Committee consisting of such member or members of their body as they may think fit. Any committee so formed shall in the exercise of the powers so-delegated conform to any regulations that may be imposed on it by the Directors.

136. A Committee may elect a Chairman of its meeting. If no such Chairman is elected or if at any meeting the Chairman is not present within fifteen minutes after the appointed time for holding the same, the Members present may choose one of their number to be Chairman of the meeting.

137. All acts bona fide done at any meeting of the Directors, or of a Committee of Directors, or by any person acting as a Director, shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting as aforesaid, or that any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Director.

MINUTES

138. The Secretary shall cause minutes to be duly entered in books provided for the purpose-

(a) of all appointments of officers;

(b) of all the names of the Directors present at each meeting of the Directors and of any Committee of Directors;

(c) of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committee of Directors;

(d) of all orders made by the Directors and Committee of Directors.
139. Any such minutes of any meeting of the Directors or of any Committee, or of the Company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

140. A resolution in writing signed by a majority of the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form and may be signed by the Directors separately on copies of the document containing the resolution to be passed provided that each copy is signed by one or more of the Directors.

141. Any Director may request the Secretary to arrange for the holding of meetings of the Directors by telephone or video conference. The contemporaneous linking by such telephone or video conference of a number of Directors sufficient to constitute a quorum, will constitute a duly convened and constituted meeting of the Directors provided that -

(a) prior notice of the telephone or video conference, has been given, whether in writing or by telephone;
(b) each of the Directors participating in the telephone or video conference must be able to hear each and every of the Directors participating in the telephone or video conference;
(c) at the commencement of each such telephone or video conference and prior to the voting on any resolution, each Director must acknowledge his presence for the purpose of the meeting to all other Directors participating in the telephone or video conference; and
(d) a Director must not leave the telephone or video conference by disconnecting his telephone or video conference device unless he has previously obtained the expressed consent of the Chairman. A Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the telephone or video conference unless he has previously obtained the consent of the Chairman to leave the telephone or video conference.

Minutes of the proceedings at a telephone or video conference are sufficient evidence of such proceedings and of the observance of all necessary formalities, if the minutes are certified by the Chairman of the meeting and countersigned by the Secretary, provided that all such minutes shall be tabled at the next physical meeting of the Directors for approval by the Directors.

THE COMMON SEAL AND SHARE SEAL

142. The Directors shall provide for the safe custody of the Common Seal and Share Seal of the Company which shall only be used by
the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Common Seal and Share Seal of the Company shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by another Director or by some other person appointed by the Directors for the purpose but so that 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 Common Seal or Share Seal of the Company.

SECRETARY

143. The Secretary and Assistant Secretary shall in accordance with the Act be appointed by the Directors for such term, at such remuneration, and upon such conditions as the Directors may think fit; and any Secretary and Assistant Secretary so appointed may be removed by them.

DIVIDENDS AND RESERVE FUNDS

144. The Directors may with the sanction of a General Meeting from time to time declare dividends, but no such dividend shall be payable except out of profits of the Company, provided that the Directors may if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the profits of the Company. No higher dividend shall be paid than is recommended by the Directors and the declaration of the Directors as to the amount of the net profits shall be conclusive.

145. Subject to the provisions hereinafter contained and to the rights of Members whose shares have been issued on special terms, every dividend shall be paid to the Members in proportion to the amounts paid up on their shares. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid up on such share. Where capital is paid up during a period in respect of which a dividend is declared such capital shall entitle the holder, unless otherwise provided as to the terms of the issue, only to an apportioned amount of such dividend as from the date or dates of payment of such capital.

146. The Directors may, before recommending any dividend, set aside, out of the profits of the Company, such sums as they think proper as a reserve fund or reserve funds, which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for the gradual liquidation of any debt or liability of the Company or shall with the sanction of the Company in General Meeting be as to the whole or in part, applicable for squalling dividends, or for distribution by way of bonus among the Members and Directors of the Company for the time being on such terms and in such manner as the Company in General Meeting shall
from time to time determine and pending such application, the Directors may employ the sums from time to time so set aside as aforesaid in the business of the Company, or invest the same in such securities (other than the shares of the Company) as they may select with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep them separate from the other assets. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interest of the Company.

147. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises with regards to such distribution, the Directors may settle the same as they think expedient and fix the value for distribution of such specific assets or any part thereof and may determine that such payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

148. A transfer of shares shall not pass the right to any dividend declared on such shares before the registration of the transfer, provided that any dividend declared on Deposited Securities shall accrue to the Depositors whose names appear on the Record of Depositors issued to the Company or the Company's Registrar pursuant to the Rules.

149. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debt liabilities, or engagements in respect of which the lien exists.

150. Unless otherwise directed by the Company in General Meeting, any dividend may be paid by cheque or warrant sent through the post to the last registered address of the Member or person entitled, or in the case of joint holders, to the registered address of any one of such joint holders, or through a crediting of funds into a specified bank account of such Member or person entitled, or in the case of joint holders, to the specified bank account of any one of such joint holders; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. No unpaid dividend or unpaid interest shall bear interest as against the Company. The Company reserves the right to deduct from the dividends any cost incurred for the crediting of the dividends into the Member's specified account.

151. The Company shall not be responsible for the loss of any cheque, draft, dividend warrant, or post office order which shall be sent by post, duly addressed to the Member or credited into the specified bank account of such Member for whom it is intended.

**CAPITALISATION OF PROFITS AND RESERVES**

152. Any General Meeting may resolve that any monies, investments or other assets forming part of the undivided profits of the
Company standing to the credit of the reserve fund or any capital redemption reserve fund, or in the hand of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account, be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares or debentures of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability of any issue of shares or debentures, and that such distribution of payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

153. A General Meeting may resolve that any surplus moneys arising from the realisation or revaluation of any capital assets of the Company or any investments representing the same, or any other undistributed profits of the Company not subject to charge from income tax be distributed among the Members on the footing that they receive the same as capital.

154. For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed or that fractions of less value than RM1.00 may be disregarded in order to adjust the right to all parties and may vest such cash or specific assets in trustees upon such trust for the persons entitled to the dividends or capitalised fund as may seem expedient to the Directors. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 54 of the Act and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, bonus or capitalised fund, and such appointment shall be effective.

ACCOUNTS

155. The Directors shall cause to be kept such books of accounts as are necessary to give a true and fair view of the state of affairs of the Company and the extent of its transactions.

156. The books of account shall be kept at the Office of the Company or at such other place within Malaysia as the Directors shall think fit, and shall at all times be open to inspection by the Directors, but except with the sanction of the Directors, no other person shall be entitled to inspect any book of account or document or account of the Company unless he is authorised so to do by law or by these Articles or by a resolution of the Company in General Meeting.
157. The Directors shall cause to be prepared and laid before the Company in General Meeting the prescribed accounts and reports in accordance with Section 169 of the Act.

158. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto) together with a copy of every report of the Auditors relating thereto and of the Directors' report shall not less than twenty-one (21) days before the date of the meeting (or such shorter period as may be agreed in any year for receipt of notice of the meeting pursuant to Article 76 of these Articles) be sent to every Member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of these Articles; provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or, in relation to Non Deposited Securities, to more than one of joint holders, but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. Requisite copies of each such document shall at the same time be forwarded to each Stock Exchange upon which the Company is listed.

159. The interval between the close of a financial year of the Company and the issue of accounts relating to it shall not exceed four (4) months.

AUDIT

160. Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

161. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting and their appointment, remuneration, rights and duties shall be regulated in accordance with the provisions of the Act.

162. Every balance sheet and profit and loss account when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three (3) months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected by the Directors and an entry made in their Minute Book and thenceforth shall be conclusive.

NOTICES

163. A notice may be given by the Company to any Member either personally or by sending it by post to him in a prepaid letter, addressed to such Member at his registered address in Malaysia as appearing in the Register or the Record of Depositors.
164. Each holder of registered shares, whose registered address is not in Malaysia shall from time to time notify in writing to the Company an address in Malaysia which shall be deemed his registered address within the meaning of the last preceding Article.

165. All notices shall, with respect to any Non Deposited Security to which persons are jointly entitled, be given to whichever of such persons named first in the Register, and any notice so given shall be sufficient notice to all the holders of such security.

166. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to them by name or by the title of the representatives of the deceased or trustees of the bankrupt or by any like description at the address (if any) in Malaysia supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

167. Where any notice or other document is sent by post, service of such notice or document shall be deemed to have been effected by properly addressing, prepaying and posting a letter, envelope or wrapper containing the notice or other document and to have been effected at the time at which the letter would be delivered in the ordinary course of post.

168. A certificate in writing signed by any Director, Manager, Secretary or other officer of the Company that a letter, envelope or wrapper containing a notice or other document was properly addressed, prepaid and duly posted shall be conclusive evidence thereof.

169. Every person who, by operation of law, transfer, transmission or other means whatsoever, becomes entitled to any share(s), shall be bound by every notice which has been duly served to the person from whom he derives his title to such share(s), prior to his name and address being entered in the Register or Record of Depositors as the registered holder of such share(s), notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, insolvency or disability of such Member or of the transfer of such share(s).

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

171. The signature to any notice to be given by the Company may be written or printed.
SALE OF UNDERTAKING

172. In the event of any sale or disposal of the Company's main undertaking such sale or disposal shall be first approved by a Special Resolution of the Company in General Meeting.

WINDING UP

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

174. (a) If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a Special Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company and may determine how such division shall be carried out as between the Members or different classes of Members, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them as the liquidator or liquidators with the like sanction shall think fit.

(b) On a voluntary winding up of the Company no commission or fee shall be paid to a liquidator without the prior approval of the Members in General Meeting, the amount of such commission or fee to be notified to all Members not less than seven (7) days before the meeting at which it is to be considered.

SECRECY CLAUSE

175. Save as may be expressly provided by the Act, no Member shall be entitled to enter into or upon or to inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading or any matter which is or 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 would be inexpedient in the interest of the Members of the Company to communicate to the public.
INDEMNITY

176. Every Director, Chief Executive, Managing Director, Deputy Managing Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

PREFERENCE SHARES

177. The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.

178. The holder of a preference share must be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited accounts, and attending General Meetings of the Company. Preference shareholders shall only have the right to vote in each of the following circumstances:

(a) when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months;

(b) on a proposal to reduce the Company’s share capital;

(c) on a proposal for the disposal of the whole of the Company’s property, business and undertaking;

(d) on a proposal that affects the rights attached to the preference shares;

(e) on a proposal to wind up the Company; and

(f) during the winding up of the Company.

179. (a) Notwithstanding anything contained in these Articles, if the Listing Requirements prohibit an act being done, that act shall not be done.

(b) Nothing contained in these Articles prevents an act from being done if the Listing Requirements require it to be done.

(c) If the Listing Requirements require an act to be done or not to be done, authority is hereby given for that act to be done or not to be done (as the case may be).
(d) If the Listing Requirements require these Articles to contain a provision and these Articles do not contain such a provision, these Articles are deemed to contain that provision.

(e) If the Listing Requirements require these Articles not to contain a provision and these Articles contain such a provision, these Articles are deemed not to contain that provision.

(f) If any provision of these Articles is or becomes inconsistent with the Listing Requirements, these Articles are deemed not to contain that provision to the extent of the inconsistency.

(g) For the purpose of this Article, unless the context otherwise requires, "Listing Requirements" means the Listing Requirements of the Exchange including any amendment thereto that may be made from time to time, and all Practice Notes and Appendices that may be issued and enforced under or pursuant to the Listing Requirements from time to time.
NAMEs, ADDRESSES AND DESCRIPTIOnS OF SUBSCRIBERS

SHIBEW WAn SHING
10, Pinggiran Tunku, Kuala Lumpur.
Company Director

DATUK DR MOKHZANI BIN ABDUL RAHIM
8, Simpangan Tunku, Bukit Tunku, Kuala Lumpur.
Company Director

Dated this 7th day of August 1982.

Witness to the above signatures:-

Susela Meton
Chartered Secretary
c/o United Motor Works (Malaysia) Holdings Berhad
Jalan Utau, Batu Tiga Industrial Estate,
Shah Alam.