

RIVERVIEW RUBBER ESTATES, BERHAD
(820-V)
(Incorporated in Malaysia)

Incorporated on 26th March 1936

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

THE COMPANIES ACT, 1965

REGISTERED OFFICE :
33 (1ST FLOOR) JALAN DATO' MAHARAJALELA
30000 IPOH
PERAK
MALAYSIA

Amended Articles of Association adopted at the EGM held on **26 September 2014**

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THE COMPANIES ENACTMENT No. XX OF 1917.

COMPANY LIMITED BY SHARES

Memorandum of Association
OF
RIVERVIEW RUBBER ESTATES, LIMITED.
(820-V)

1. The name of the Company is "RIVERVIEW RUBBER ESTATES LIMITED." **(820-V)**
2. The Registered Office of the Company will be situated in Perak, Federated Malay States.
3. The objects for which the Company is established are:-
 - (1) To purchase or otherwise acquire and to undertake all or any part of the business property and assets of the following Companies namely
 - (a) Riverview Estates Limited.
 - (b) The Nalla Estates Limited.
 - (c) Teja Limited.
 - (d) Chendrong Limited.upon such terms and conditions and subject to such stipulations as, may be agreed on and also

To purchase and acquire certain rubber lands known as Jeta Estate situated about 9 miles from Batu Gajah off the Tronoh-Tanjong Toh Allang road and with a view thereto to adopt and carry into effect with or without modification the agreement referred to in Article 4 of the Articles of Association of the Company.
 - (2) To acquire by purchase, lease, or otherwise, estates in the Malay Peninsula or elsewhere in any part of the world which may be regarded as suitable for the cultivation of rubber; and to carry on in any part of the world the business of planting and cultivating rubber trees, of trading in rubber, and of manufacturing rubber of every description, and products from rubber, and of disposing thereof either wholesale or retail, and any other businesses or operations incidental thereto.
 - (3) To carry on the business of growers and exporters and producers of and merchants and dealers in rubber, gutta percha, coffee, cocoa, tea, coconuts, copra, fibres, oils, gums, grains, fruits and all other products of the soil and to work and develop all or any of the plantations or properties acquired at any time by the Company and to treat and render marketable the produce thereof or of other plantations or properties and to sell and dispose of the same.
 - (4) To cultivate land and properties whether belonging to the Company or not and to develop the resources thereof by reclaiming, clearing, fencing, draining, planting, building on or improving the same.
 - (5) To carry on the business of house estate and mine owners planters farmers, graziers, coal and iron masters, quarry. owners, miners, brickmakers, builders, contractors, merchants, dealers in other precious metals and stones, importers and exporters, bankers, shipowners, wharfingers, carriers, warehousemen, storekeepers, publishers, printers agents and general merchants and to buy and sell and deal in every commodity, substance and product.

- (6)** To employ and pay experts, agents and other person partnerships companies or corporations and to organise equip and despatch expeditions for prospecting, exploring and reporting on surveying working and developing lands, farms districts territories and properties in the Malay Peninsula or elsewhere and whether the same are the property of the Company or otherwise, and to colonize and assist in the colonization of the said lands farms districts territories and properties and to promote emigration or immigration for that purpose and to make advances to and pay for or contribute to the expenses of and otherwise assist any persons or company prospecting, acquiring, settling or farming building or mining or otherwis^t developing the said lands farms districts territories, and properties or desirous of so doing.

To pick collect gather and crush the seed of the rubber trees, to prepare the same for market, and to sell and deal in the same and in the oil and other products manufactured therefrom.

To acquire by purchase or otherwise forest rights timber and wood of all kinds and to cut mill and prepare for market sell and deal in timber and wood of all kinds and the products thereof.

To carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by this Company.

To make, build, construct, provide, maintain, improve, carry on, use and work in the Malay Peninsula and elsewhere, roads, ways, railways, tramways, telegraph lines, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water courses, furnaces, gas works, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using and working the same.

- (11)** To acquire by purchase or otherwise for the business of the Company any manufactories, buildings, mills, plant, engines, machinery, or other things, and to erect and maintain, or reconstruct and adopt manufactories, buildings, mills, plant, engines, machinery, and other things found necessary or convenient for the purposes of the Company.
- (12)** To carry on business as farmers, graziers, cattle-breeders stockmen, dealers in hides, skin, fat, and other animal products, provision preservers, mechanical engineers, timber growers, timber merchants, lumbermen, saw mill proprietors, or any other business or businesses whatsoever which may, in the opinion of the Directors, be conveniently carried on in connection therewith, or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's properties or rights.
- (13)** To apply for, take out, and complete, and to acquire by purchase, license, or otherwise, and to exercise, and use patent rights, licenses, concession or protections in any part of the world for any invention conferring any exclusive or non-exclusive rights to use the same; and to disclaim, alter or modify such patent rights or protections, and the like, and also to acquire, use, and register trade marks, designs, patents or other rights, or privileges in relation to any business for the time being carried on by the Company in any part of the world.

- (14) To obtain protection for, or to patent in any part of the world, any invention or discovery made by any official or servants of the Company, or others, and any improvements in machinery or apparatus; to exercise and use such protection or patent, and disclaim, alter or modify the same.
- (15) To grant licenses to exercise and use any patent or trade mark belonging to the Company and that for such royalties or consideration as may be agreed on with the licensees.
- (16) To acquire from time to time by purchase or otherwise, either absolutely or conditionally, or either solely or jointly with others, concessions, grants, freeholds, leases, rights, claims, authorities and other interests in and over lands or other properties of every description in the Malay Peninsula and elsewhere upon such terms and in such manner as may be deemed advisable.
- (17) To purchase the property and goodwill of, or any interests in, any business, and to make and carry into effect all arrangements with respect to the union of interest or amalgamation, either in whole or in part, with any other companies or persons having objects in some respect similar to, or included in, the objects of this Company, and to carry on any business the carrying on of which the Company may think directly or indirectly conducive to the development of any property or any business in which it is interested.
- (18) To pay for any lands, mines or mining rights, concessions, prospecting licenses, easements, and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money, or in shares, or stock, or debentures, or debenture stock, obligations of the Company, or partly in one way and partly another, or otherwise howsoever, with power to issue any shares or stock as fully or partly paid up in so carrying out the objects above named.
- (19) To enter into partnership, or any joint-purse arrangements or any arrangements for sharing profits, union of interests, joint adventure, or cooperation with, or agency for any company, firm, or person carrying on or engaged in, or proposing to carry on or engaged in, any business or transaction within the objects of the Company, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (20) To carry on business as Company Promoters and to promote any Company, Syndicate, or Corporation, whether under the laws of the Federated Malay States, the Straits Settlements, or the United Kingdom, or under any other laws for the purpose of acquiring all or any part of the property and undertaking any of the liabilities of this Company or of undertaking any business or operation which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company and to place, guarantee the placing of, underwrite, subscribe or apply for or otherwise acquire the whole or any part of the capital or securities, of any such Company, syndicate or Corporation formed or about to be formed, or to lend money to or guarantee the performance of any contracts by any such Company, Syndicate or Corporation
- (21) To sell, exchange, lease, grant easements and other rights of and over, or otherwise dispose of the undertaking of the Company, or any part thereof, for such consideration as the Directors may think fit, and in particular for shares (either fully or partly paid), debentures, or debenture stock or securities of any other Company having objects altogether or in part similar, to those of this Company.

- (22) To buy or otherwise acquire, issue, place, sell or otherwise deal in stocks, shares, bonds, debentures and securities of all kinds and to give any guarantee or security in relation thereto, or otherwise in connection with any stocks, shares, bonds, debentures, or securities.
- (23) To borrow or raise money for the purpose of the Company's business and to mortgage and charge the undertaking and all or any of the real and personal property, present and future, and all or any of the uncalled Capital for the time being of the Company; to issue debentures mortgage debentures, and debenture stock, payable to bearer or otherwise, and either permanent or redeemable or repayable.
- (24) To draw, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities
- (25) To invest money at interest on the security of land, of any tenure, building, farming stocks, stocks, shares, certificates, merchandise, and any other property in the Malay Peninsula, or elsewhere, and generally to lend and advance to or to guarantee the contracts of or otherwise assist any persons or companies without security or upon such securities and terms and subject to such conditions as may seem expedient.
- (26) Generally to carry on and undertake any business, undertaking, transaction, or operation, whether mercantile, commercial financial, manufacturing, trading, or otherwise (except life assurance), such as an individual capitalist may lawfully undertake and carry out.
- (27) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by the law.
- (28) To enter into any arrangements, with any Government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (29) To remunerate the servants of the Company and others out of or in proportion to the returns and profits of the Company, or otherwise as the Company think fit, to make gifts or grant bonuses to persons in the employment of the Company, and to provide for the welfare of persons in the employment of the Company or formerly in its employment, and the widows and children of such persons and others dependent upon them, by granting moneys or pensions, making payments for or towards insurance on the lives of such persons, providing or subscribing to associations, funds, trusts, schools, reading rooms places of recreation or otherwise, as the Company shall think fit, and generally to subscribe or guarantee money to or for charitable or benevolent objects, or to or for any exhibition, or to or for any public, general, or useful object.
- (30) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents and otherwise, and either alone or in conjunction with others.

- (31) To transfer to, or otherwise cause to be vested in any Company, or person or persons, all or any of the lands and properties of the Company, to be held in trust for the Company, or on such trusts, for working, developing, or disposing of the same as may be considered expedient.
- (32) To do all such things as are incidental or conducive to the attainment of the above objects or any of them, and the intention is that the objects specified in each of the paragraphs in the clause shall, unless otherwise therein provided, be regarded as independent objects, and shall be in nowise limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

And it is hereby declared that the word "Company", in this clause when not applied to this Company shall be deemed to include any partnership or other body or persons, whether incorporated or not incorporated, and whether domiciled in the Federated Malay States or elsewhere, and whether existing or hereafter to be formed.

4. The liability of the Members is limited.

5. The capital of the Company is RM12,000,000 divided into 12,000,000 shares of RM1 each. The Company has power from time to time to increase or reduce its Capital, and to issue any shares in the original or increased Capital as Ordinary, Preferred or Deferred shares, and to attach to any class or classes of such shares, any preferences, rights, privileges, or conditions, or to subject the same to any restrictions or limitations. Provided always that if and whenever the Capital of the Company is divided into shares of various classes, the right and privileges of any such class shall not be modified or varied, except in the manner following:- namely, any such modification or variation may be effected when sanctioned by an Extraordinary Resolution of the holders of the shares of such class, passed at a separate meeting of such holders, at which there shall be present in person or represented by proxy the holders of not less than two-thirds of the issued shares of such class.

We the several persons whose names and addresses are 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.

NUMBERS, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

NUMBERS, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS			Number of shares taken by each Subscriber
DUNCAN K PATERSON	Tronoh	Planter	One
W. G. AYTON	Ipoh	Accountant	One
G. G. DUDELL	Ipoh	Chartered Accountant	One
A. BUCHANAN	Batu Gajah	Planter	One
J. D. MEAD	Ipoh	Mining Engineer	One
HUGH C. WRIGHT	Ipoh	Chartered Accountant	One
C. L. GREEN	Ipoh	Mining Engineer	One

Dated this 19th day of March, 1936.

Witness to the signatures.

A. N. KENION,
Solicitor, Perak

THE COMPANIES ACT, 1965

(PUBLIC COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

RIVERVIEW RUBBER ESTATES, BERHAD
(820-V)

PRELIMINARY

[Am. 23/6/01]

1. The Regulations in Table "A" in the Fourth Schedule to the Companies Act, 1965 shall not apply to the Company except in so far as the same are repeated or contained in these Articles. **Exclusion of Table A**
2. The Marginal Notes shall not affect the construction hereof.

[Am. 23/6/01] [Am. 19/12/08]

3. In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column hereof:-

WORDS

MEANINGS

"Act"	The Companies Act 1965 or any statutory modification, amendment or re-enactment thereof for the time being in force.
"Articles or these Articles or these presents"	These Articles of Association as originally framed or adopted or as altered from time to time by Special Resolution.
"Authorised Nominee"	Means a person who is authorised to act as a nominee as specified under the Rules.
"Beneficial Owner"	In relation to deposited securities, the ultimate owner of the deposited securities who is entitled to all rights, benefits and privileges and is subject to all liabilities, duties and obligations in respect of, or arising from, the deposited securities and does not include a nominee of any description.
"Central Depository"	Bursa Malaysia Depository Sdn. Bhd. or such other name by which it shall be known from time to time.
"Central Depositories Act"	The Securities Industry (Central Depositories) Act 1991.
"Company"	RIVERVIEW RUBBER ESTATES, BERHAD (820-V).
"Depositor"	A holder of a Securities Account.
"Deposited Security"	Shall have the meaning given in Section 2 of the Securities Industry (Central Depositories) Act 1991.
"Directors"	The directors for the time being of the Company.
"Exchange"	Bursa Malaysia Securities Berhad.

"Holder"	In relation to securities in the Company, any person/persons whose names appear on the Register and any Depositor whose names appear on the Record of Depositors but shall exclude the Central Depository or its nominee company in whose name the Deposited Security is registered unless required by virtue of the Central Depositories Act or the Rules or the context of these Articles. "Holding of shares in the Company" and "shareholder of the Company" and any other similar expressions shall have the corresponding meanings.
"Listing Requirements"	The Listing Requirements of Bursa Malaysia Securities Berhad including any amendment thereto that may be from time to time.
"Malaysian Register"	The Register of Members maintained by the registrar of the Company in Malaysia.
"Market day"	A day on which the stock market of the Exchange is open for trading in securities.
"Member"	Includes a depositor who shall be treated as if he were a member pursuant to Section 35 of the Securities Industry (Central Depositories) Act 1991 but excludes the Central Depository in its capacity as a bare trustee.
"Month"	Calendar month.
"Office"	The registered office for the time being of the Company.
"Paid up"	Includes credited as paid up.
"Record of Depositors"	A record provided by the Central Depository to the Company under Chapter 24 of the Rules.
"Register"	The Register of Members.
"Registered Member"	Every person whose name is entered in the Register.
"Rules"	The Rules of the Central Depository.
"Seal"	The Common Seal of the Company.
"Secretary"	Any person or persons appointed to perform the duties of a secretary of the Company and shall include an assistant or deputy secretary.
"Securities"	Shall have meaning given in Section 2 of the Capital Markets and Services Act 2007.
"Securities Account"	An account established by the Central Depository for a Depositor for the recording of deposit of securities and for dealing in such securities by the Depositor.

"Shares" Shares in the Company.

"Year" Calendar year.

Reference to "writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words including the singular only shall include plural and the masculine gender shall include the feminine and neuter genders and the word "person" shall include a corporation.

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

4. The Company shall forthwith enter into an agreement with Riverview Estate Limited, The Nalla Estates Limited, Teja Limited, Chendrong Limited and the Liquidators of those Companies and also with the said Teja Limited, (and the Liquidator thereof) Andrew Buchanan, Duncan K. Paterson and William Smith Paterson in the terms of the draft a copy whereof has for the purpose of identification been subscribed by Arthur Noel Kenion, an advocate and solicitor of the Supreme Court and the Directors shall carry the said agreement into effect with full power nevertheless from time to time to agree to any modification of the terms of such agreement either before or after the execution thereof. No objection shall be taken or made to such agreement on the ground that any person directly or indirectly taking a benefit thereunder may be or may be about to become a Director or Directors or may stand as promoter or promoters or otherwise in a fiduciary relation to the Company or that any Directors having accepted office at the request of any such person or persons do not constitute an independent board. Every member present or future shall be deemed to have notice of the contents of the said agreement and to join the Company on this basis.

SHARES

[Am. 23/6/01]

5. The Company may, subject to and in accordance with the provisions of the Act, the Rules, regulations and orders made pursuant to the Act, the conditions, restrictions and limitations expressed in these Articles and the requirements of the Exchange and any other relevant authority, purchase its own shares and make payments in respect of the purchase of its own shares. Shares in the Company so purchased by the Company shall be dealt with as provided by the Act and the requirements of the Exchange and/or other relevant authority.
- Purchase of own shares**

[Am. 23/6/01]

6. Subject to the prior approval of the members of the Company in general meeting and to the provisions of the Act and to the conditions, restrictions and limitations expressed in these Articles, the Directors may allot and issue, grant options over or otherwise dispose of the unissued share capital of the Company to such person or persons, at such time and on such terms as they think proper, PROVIDED ALWAYS THAT:-
- Allotment of shares**
- (a) no shares shall be issued at a discount except in compliance with the provision of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;
- (c) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles;

- (d) every issue of shares or options to employees and/or Directors shall be approved by the members in general meeting and:-
 - (i) such approval shall specifically detail the amount of shares or options to be issued to such Director; and
 - (ii) only Directors holding office in an executive capacity shall participate in such an issue of shares or options Provided Always that a Director not holding office in an executive capacity may so participate in an issue of shares pursuant to a public offer or a public issue.

[Am. 23/6/01]

Rights of Preference shareholders

6A Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued, but subject to the Act and these Articles any shares in the Company (whether forming part of the original capital or not) maybe issued or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine provided that:-

- (a) the holders of preference shares shall be entitled to a right to vote in each of the following circumstances:-
 - (i) when the dividend or part of the dividend on the share is in arrears for more than 6 months;
 - (ii) on a proposal to reduce the Company's share capital;
 - (iii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (iv) on a proposal that affects rights attached to the share;
 - (v) on a proposal to wind up the Company; and
 - (vi) during the winding up of the Company.
- (b) the holders of preference shares shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is would up;
- (c) the holders of preference shares shall be entitled to the same rights as the holders of ordinary shares in relation to receiving notices, reports and audited accounts and attending general meetings of the Company;
- (d) the total nominal value of preference shares issued shall not exceed the total nominal value of the issued ordinary shares at any time;
- (e) the Company shall not, unless with the consent of the existing preference shareholders at a class meeting, issue further preference capital ranking in priority above preference shares already issued but may issue preference shares ranking equally therewith.

[Am. 19/12/08]

Minimum subscription

7. As regards the minimum subscription, the Directors shall comply with Section 48 (2) of the Act.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and in time of the payment of such calls. **Difference in amounts paid on shares**

[Am. 23/6/01]

9. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof, and shall not, except as ordered by a Court of competent jurisdiction or as by the Act required, and as provided under the Central Depositories Act and the Rules be under any obligation to recognise any trust or equity or equitable claim to or interest in such share, whether or not it shall have express or other notice thereof. **Trusts not recognised**

[Am. 23/6/01]

10. As regards all allotments from time to time made the Directors shall duly comply with Section 54 Of the Act **Return to allotments**

[Am. 23/6/01] [Am. 19/12/08]

11. The Company may exercise the powers of paying commissions conferred by the Act to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally of procuring or agreeing to procure subscriptions; whether absolute or conditional for any shares in the Company. 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 ten percent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten percent (10%) of that price (as the case may be) and that the requirements of Section 58 and 165 of the Act shall be observed. Subject to the provisions of Section 54 of the Act, 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 maybe lawful. **Payment of commission**

CERTIFICATES

12. The certificates of title to shares shall be issued under the Seal of the Company and bear the signature of 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 shares to which it relates, and the amount paid up thereon. **Certificates how signed**

[Am. 23/6/01] [Am. 19/12/08]

13. Subject to the provision of the Act, the Central Depositories Act and the Rules, the Company shall allot shares and despatch notices of allotment to all allottees and make an application for the quotation of such shares within fifteen (15) market days of the final applications closing date for an issue of shares or such other period as may be prescribed by the Exchange and deliver to the Central Depository the appropriate certificate if any in such denomination as may be specified by the Central Depository registered in the name of Central Depository or its nominee company. **Certificates**

[Am. 23/6/01]

14. (Deleted).

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|--------------------------------|--|
| Renewal of certificates | 15. Subject to the provisions of the Act, the Central Depositories Act and the Rules, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholders, transferee, person entitled, purchaser member company of the Exchange or on behalf of its/their client(s) 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 not exceeding Ringgit Three (RM3/-) only per certificate or such other sum as may from time to time be permitted by the Exchange as the Directors may determine plus the amount of the proper duty with which each such certificate is chargeable under any law for the time being in force relating to stamps. In the case of the destruction, loss or theft of a share certificate a shareholder or person entitled to such renewed certificate is given shall also bear the loss and pay the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss. |
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JOINT HOLDERS OF SHARES

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| Joint holders | 16. Where two or more persons are registered as the holders of any share, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:- |
| Maximum number | (a) the Company shall not be bound to register more than three persons as the holders of any share. |
| Liability several as well as joint | (b) the joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share. |
| Survivors of holders only recognised | (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 share; but the death Directors may require such evidence of as they may deem fit. |
| Receipts | (d) any one of such joint holders may give effectual receipts for any dividend, or return of capital payable to such joint holders. |
| Who entitled to certificate votes, etc. | (e) only the person whose name stands first in the Register as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share, or to receive notices from the Company or vote at General Meetings of the Company, and any notice, given to such person shall be deemed notice to all the joint holders; but any such joint holders may be appointed the proxy of the person entitled to vote on behalf of the said joint holders, and as such proxy to attend and vote at General Meetings of the Company. |
| | (f) the Company shall not be bound to issue more than one (1) certificate therefore and delivery of a certificate to one of such persons shall be sufficient delivery to all such persons. |

CALLS ON SHARES

- | | |
|------------------------------------|---|
| Calls, how made | 17. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on their shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, provided that at least 14 day's notice specifying the time and place for payment is given of each call; and each member shall be liable to pay the amount of calls so made to the person and at the time and place appointed by the Directors. |
| When call deemed to be made | 18. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. |

19. If the call payable in respect of any shares be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate, not exceeding ten per cent (10%) per annum, as the Directors shall appoint, from the day appointed for the payment thereof to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof. **Interest on call in arrear**
20. A call may be made payable by instalments. If any amount is payable in respect of any shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given; and all provisions thereof with respect to the payment of calls, and interest thereon, or to the forfeiture of shares for non-payment of calls, shall apply to such instalment and the shares in respect of which they are payable. **Calls by instalments. Instalments to be treated as calls.**
21. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered on the Register of the Company as the holder or one of the holders of the shares in respect of which, such debt accrued; that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance of these presents and it shall not be necessary to prove whatsoever but the proof of the matters aforesaid shall be conclusive proof of the debt. **Evidence in action for calls.**

[Am. 23/6/01]

22. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called up. and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon, or, in default of agreement, at such rate not exceeding eight per cent (8%), per annum as the Directors shall think fit. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, sums paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid. **Payment in advance of calls**

FORFEITURE AND LIEN

23. If any member fails to pay any calls or instalments on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on him requiring him to pay such call or instalment together with interest accrued and any expenses incurred by the Company by reason of such non-payment. **If call or instalment not paid notice may be given.**
24. The notice shall name a day (not being less than fourteen (14) days from the date of the notice), on or before which such call or instalment and all interest accrued and expenses incurred by the Company by reason of such non-payment are to be paid, and shall also name the place where payment is to be made (the place so named being either the Office or some other place at which calls of the Company are usually made payable). The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made or instalment is payable will be liable to be forfeited. **Form of notice**
25. If the requisitions of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may, at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. **If notice not complied with shares maybe forfeited**

- Forfeited shares the property of the Company** 26. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot and otherwise dispose of the same as they think fit; or the Directors may, at any time before such shares are disposed of, annul the forfeiture upon such terms as they may think fit.
- Holders liable for call made before forfeiture** 27. A member whose shares shall have been forfeited shall cease to be a member in respect of the forfeited shares but notwithstanding such forfeiture, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, at ten percent (10%) per annum, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture. The Directors may enforce or forego the payment of the whole or any part thereof.
- [Am. 23/6/01]*
- Entry of particulars** 28. When any share shall have been forfeited, notice of the resolution shall be given to the member in whose name it stood prior to the forfeiture and an entry shall forthwith be made in the Register of the Company or the Record of Depositors, as appropriate, stating the forfeiture and the date thereof, and, so soon as the share so forfeited shall have been disposed of, an entry shall also be made of the manner and date of the disposal thereof.
- [Am. 19/12/08]*
- Lien** 29. The Company shall have a first and paramount lien shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and installments 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 been paid in respect of the shares of the member or deceased member.
- As to enforcing lien by sale** 30. For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements, for seven (7) days after such notice.
- [Am. 19/12/08]*
- Application of proceeds of sale** 31. The net proceeds of any such sale shall be applied in or towards satisfaction of the unpaid calls and accrued interest and expenses of such shares, and the residue (if any) paid to such member entitled to the shares at the date of the sale, or his executors, administrators or assignees, or as he directs.
- [Am. 23/6/01]*
- Validity of sale** 32. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers herein before given, the Directors may cause the purchaser's name to be entered in the register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money for which the receipt of the Company shall be a good discharge, and after his name has been entered in the Register or the Record of Depositors, as appropriate, in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.
- [Am. 23/6/01]*
- Evidence of forfeiture** 33. A certificate in writing signed by one Director, with the Seal affixed, stating that a share has been duly forfeited, shall be conclusive evidence of such forfeiture, and an entry or minute of every such certificate shall be made in the Register or the Record of Depositors, as appropriate.

SURRENDER OF SHARES

34. The Directors may accept, on behalf of and for the benefit of the Company, a surrender of any share liable to forfeiture, and, so far as the law permits, of any other share and any shares so surrendered shall be dealt with in the same manner as is provided in Article 26 hereof the Central Depositories Act and the Rules with regard to forfeited shares. **Surrenders**

TRANSFER AND TRANSMISSION OF SHARES

[Am. 23/6/01] [Am. 19/12/08]

35. Subject to these Articles, the Central Depositories Act and the Rules (with respect to transfer of deposited security) any member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by the Exchange and the Act. Subject to the Central Depositories Act and the Rules, the instrument shall be executed by or on behalf of the transferor and transferee and the transferor shall remain the holder of the shares lodged with the Company transferred until the transferor is registered and the name of the transferee is entered in the Register and/or the Record of Depositors as the case maybe in respect thereof. The transfer of any shares or class of shares of the Company which have been deposited with the Central Depository shall be made by way of book entry by the Central Depository in accordance with Central Depositories Act and the Rules and notwithstanding Section 103 and 104 of the Act but subject to Section 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of shares. **Execution of instrument of transfer**
36. Subject to the provisions of the Act, the Central Depositories Act and the Rules, every person whose name is entered as a member in the Register shall be entitled to receive within fifteen (15) market days after lodgment of transfer, one (1) certificate for all his shares upon payment of Ringgit Malaysia Three (RM3/-) only or such other sum as may from time to time be permitted by the Exchange plus the stamp duty payable under any law for the time being in force for every certificate, each for one (1) or more of his shares in each class as he may reasonably require. Where a member transfers part only of the shares comprised in a certificate the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge. **Fees**
37. The Directors may in their absolute discretion decline to register any transfer of shares not fully paid up. Save as aforesaid, there shall be no restriction on the transfer of fully paid shares except where required by law and subject to the Central Depositories Act and the Rules the share certificates relating to such transfers shall be despatched within fifteen (15) market days or such other period as may be from time to time be specified by the Exchange governing the Register concerned after the day of lodgment **General powers to refuse to transfer**
- [Am. 23/6/01]*
- 37A Notwithstanding the preceding Article, the Central Depository may in its absolute discretion refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.
38. Every instrument of transfer shall be left at the office of the share registrar for registration, stamped and accompanied by the certificate of the share or shares expressed to be transferred, and such other evidence as the Directors may require to prove the right of the transferor to make the transfer. All instruments of transfer to be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand (except in case of fraud) be returned to the person depositing the same. **Transfer to be left at office of share registrar**

[Am. 23/6/01]

Suspension of registration 38A. The Company may require the Central Depository to suspend the registration of transfer at such times and for such periods as the Directors may from time to time determine, not exceeding in the whole thirty (30) days in any year. In this respect, the Company shall request the Central Depository, in accordance with Section 34 of the Central Depositories Act and the Rules, to issue the appropriate Record of Depositors.

Closing of transfer books 39. The transfer books and registers of members and debenture holders maybe closed during such time or times as the Directors think fit, not exceeding in the whole thirty (30) days in each year.

[Am. 19/12/08]

No transfer to infant etc. 40. Subject to the Act, the Central Depositories Act and the Rules, no transfer shall be made to an infant person or unsound mind provided that it shall not be necessary for the Directors to make any enquiries with regard thereto before allowing any transfer.

On death of member survivor or executor only recognised 41. In the case of death of a member, the survivor or survivors, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole holder, shall be the only person recognised by the Company as having any title to his share, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him. Provided always that where the share is a deposited security, subject to the Rules, a transfer or withdrawal of the share may he carried out by the person becoming so entitled.

Transmission of registered shares 42. Any person becoming entitled to any share in consequence of the death or bankruptcy of any member, or in any way other than by transfer, shall forthwith give notice to the Directors of having become so entitled, and thereupon may, with the consent of the Directors (which they shall not be under any obligations to give), and upon the production of such evidence as may be required by the Directors, be registered as a member, provided that where the share is a deposited security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository or subject to the provisions as to transfer hereinbefore contained, may transfer such share to some other person by executing to such person an instrument of transfer.

[Am. 19/12/08]

Transmission of securities from foreign register 42A. (Deleted).

[Am. 23/6/01]

43. (Deleted).

[Am. 23/6/01]

44. (Deleted).

INCREASE AND REDUCTION OF CAPITAL

Company may increase its capital 45. The Company in general meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient

[Am. 23/6/01]

46. The new shares shall be issued upon such terms and conditions and at such times with such rights and privileges annexed thereto as the general meeting resolving upon thereof shall direct and in particular such shares may be issued with a preferential or qualified issued right to dividends and in the distribution of assets of the Company.

On what condition new shares may be issued

[Am. 23/6/01]

47. 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 the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security 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 article.

Issue of new shares to members

[Am. 23/6/01]

- 47A. Notwithstanding the preceding Article, but subject always to the Act, the Company may apply to the Exchange for waiver of convening of an extraordinary general meeting to obtain shareholders' approval for further issues of shares (other than by way of bonus or right issues) where in accordance with the provisions of Section 132D of the Act, there is still in effect, a resolution approving the issuance of shares by the Company and the aggregate issues of which in any one financial year do not exceed ten percent (10%) of the issued share capital of the Company.

Waiver of convening extraordinary general meeting

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

New capital to be considered part of original unless otherwise provided

[Am. 23/6/01]

49. (1) The Company may from time to time 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 shares or any of them into shares of smaller amount than is fixed by the Memorandum and Articles of Association (subject nevertheless to the provisions of the Act) and so that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived. Any resolution whereby any share is sub-divided may determine that, as between the holders of shares resulting from such subdivision, one (1) or more of such shares may have such preferred or other special rights over, or may be given any preference or advantage as regards dividends, return of capital voting or otherwise over the other or others of such shares; or
 - (c) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Power to alter capital

Power to reduce capital (2) 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 and subject to any consent required by the law.

Sub-division of shares 50. Upon sub-division of any share into two or more shares of less amount, the holder of any one or more of such resulting shares may be given preference or priority over the holder of the other or others of such resulting share in respect of payment of dividends or of the distribution of surplus assets.

MODIFICATION OF RIGHTS

[Am. 19/12/08]

51. Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any rights and privileges attached to each class may be subject to the provisions of Section 65 of the Act modified, commuted, affected, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of the class, provided such agreement is ratified in writing by the holders of at least three-fourths (3/4) in nominal value of the issued shares of the class, or is confirmed by an extraordinary resolution passed at a separate general meeting of the holders of shares of that class: and all the provisions hereinafter contained as to general meetings shall mutatis mutandis, apply to every such meeting, but so that the quorum thereof shall be members holding, or representing by proxy one-fifth (1/5) of the nominal amount of the shares of the class. This article is not to derogate from any power the Company would have had if this article were omitted.

[Am. 23/6/01]

51A. Notwithstanding Article 51 hereof, 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, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

BORROWING POWERS

Power to borrow 52. The Directors may from time to time at their discretion raise or borrow money for the purpose of the Company's business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not without the sanction of a General Meeting of the Company exceed the amount of the Capital of the Company for the time being issued or agreed to be issued. Nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

Limit

[Am. 23/6/01]

Securities may be assignable free from equity 53. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the money thereby secured shall be assignable free from any equity between the Company and person to whom the same may be issued in the manner authorised by the Act and subject to the consent required by any relevant authorities and the law.

54. Any Bonds, Debentures, Debenture Stock or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company. **Condition upon which money maybe borrowed**
55. The Company may, upon the issue of any Bonds, Debentures, Debenture Stock, or other securities, give to the creditors of the Company holding the same, or to any Trustees or other persons on their behalf, a voice in the management of the Company, whether by giving to them the right of attending and voting at General Meetings, or by empowering them to appoint one or more of the Directors of the Company, or otherwise as may be agreed. **Issue with special privileges**

[Am. 23/6/01]

56. (Deleted).

[Am. 23/6/01] [Am.19/12/08]

57. The Directors shall keep at the Office of the Company a register of charges and enter therein all charges specifically affecting the property of the Company and cause the instrument creating any charge requiring registration under the Act or a copy thereof to be kept at the office of the Company in accordance with Section 115 and shall duly comply with the requirements of Section 108 of the Act. The instrument or copies thereof and the register of charges shall be open to the inspection of any creditor or member of the Company without fee and the register of charges shall be open to the inspection of any other person on payment of a fee of Ringgit Malaysia One (RM1/-) for each inspection. **Registration of mortgage and charges**

GENERAL MEETINGS

[Am.19/12/08]

58. The statutory meeting of the Company shall as required by Section 142 of the Act be held as such time not being less than one (1) month or more than three (3) months from the date at which the Company shall be entitled to commence business and at such place as the Directors may determine and the Directors shall comply with the other requirements of that section as to the report to be submitted and otherwise. **Statutory Meeting**

[Am. 23/6/01]

59. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen (15) months shall elapse between the date of one (1) Annual General Meeting and that of the next. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings. **Annual General Meeting and Extraordinary General Meeting**

[Am. 23/6/01]

60. Directors may whenever they think fit and they shall on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid forthwith proceed to convene an Extraordinary General Meeting of the Company and in the case of such requisition the provisions of Section 144 of the Act shall apply. **Directors may call Extraordinary General Meeting**

[Am.19/12/08]

61. If the Directors, within twenty-one (21) days after the deposit of any such requisition do not issue notices calling a meeting in accordance therewith, the requisitionists, or a majority of them in value, or any other members holding the required amount of capital, may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time within three (3) months from the date of such deposit, and at such place, as they may think fit. **If Directors neglect to call meeting, requisitionists may call it**

- Directors must convene confirmatory meeting, or requisitionist may call it in case of neglect**
62. If, at any such meeting, a resolution requiring confirmation at another meeting is passed the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution and if thought fit confirming it as a special resolution, and if the Directors do not convene such further meeting within seven (7) days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the Meeting. All Meetings convened by requisitionists under this and the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

[Am. 23/6/01]

- What business can be transacted at**
63. No business other than that specified in the requisition as the object of the meeting shall be transacted at any meeting convened under the preceding articles or Section 144 of the Act unless such meeting be convened by the Directors and they include notice of other business in the notice of the meeting.

- Special resolutions**
64. Where it is proposed to pass a special resolution, the two meetings maybe convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

- Members may submit resolution to meeting on giving notice to Company**
65. Any member entitled to be present and vote at a Meeting may submit any resolution to any General Meeting, provided that at least the prescribed time before the day appointed for the Meeting he shall have served upon the Company, at the Office, 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 day that 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.

- Secretary to give notice to members**
66. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall include it in the notice of the Meeting in any case where the notice of intention is received before the notice of the Meeting is issued, and shall in any other case issue, as quickly as possible to the members, notice that such resolution will be proposed.

[Am. 23/6/01]

- Notice of meeting**
67. Subject to the provision of the Act relating to the convening of meetings, the notice convening meeting (exclusive both of the day on which the notice is served or deemed to be served and of the day of the meeting) shall specify the place, day and hour of the meeting and shall be given in a manner hereinafter mentioned to such persons (including the auditors of the Company) as appearing in the Register or the Record of Depositors as are under the provisions herein contained entitled to receive notice from the Company at least fourteen (14) days before the meeting or at least twenty one (21) days before the meeting where any special resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice or twenty one (21) days' notice in the case where any special resolution is proposed or where it is the annual general meeting, of every such meeting shall be given by advertisement in the daily press and in writing to each stock exchange upon which the Company is listed.

[Am. 23/6/01]

- Record of depositors**
- 67A. (1) The Company shall request the Central Depository in accordance with the Rules of the Central Depository, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company.

(2) The Company shall also request the Central Depository in accordance with the Rules of Central Depository, to issue a Record of Depositors, as at a date not less than 3 market days before the general meeting (hereinafter referred to as "the General Meeting Record of Depositors").

(3) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulation 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.

68. The accidental omission to give any such notice to any of the members shall not invalidate the proceedings of the General Meeting.

As to omission to give notice

PROCEEDINGS OF GENERAL MEETINGS

[Am. 23/6/01]

69. The business of an Annual General Meeting, other than the first shall be to receive and consider the Audited Financial Statements together with the reports of the Directors and Auditors, to declare dividends, to elect Directors in the place of those retiring and to appoint and fix of the remuneration of the Auditors. All other business transacted at an Annual General Meeting, and business transacted at an Extraordinary General Meeting, shall be deemed special.

Business of Annual General Meeting

70. Three members personally present shall be a quorum for a general meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of business.

Quorum

71. If within half an hour from the time appointed for the 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; and if at such adjourned meeting a quorum is not present, the members who are present shall be deemed to be a quorum and may do all business which a full quorum might have done.

Adjournment for want of quorum

72. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there is no such Chairman, or if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members present shall choose one of the Directors present to be Chairman, or if no Directors shall be present or if all the Directors present decline to take the chair, the members present shall choose one of their number to be Chairman.

Chairman

73. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn a 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 of an original meeting. Save as aforesaid the members shall not be entitled to any notice of 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 left unfinished at the meeting from which the adjournment took place.

Notice of adjournment to be given

74. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person and entitled to vote, unless before upon the declaration of the result of the show of hands a poll be demanded in writing by at least two members present and entitled to vote, 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 by a particular majority, or lost shall be conclusive, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of, or against such resolution.

How resolution decided

- Poll** 75. If a poll is demanded in the manner above mentioned, it shall be taken at such time and place and in such manner as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- Casting vote** 76. In the case of equality of votes at any General Meeting, whether upon a show of hands or a poll. The Chairman shall be entitled to a further or casting vote.
- In what cases poll taken without adjournment** 77. No poll may be demanded upon the election of a Chairman and a poll demanded upon a question of adjournment, shall be taken forthwith without adjournment. Any business other than that upon which a poll has been demanded may proceed with pending the taking of the poll

VOTES OF MEMBERS

[Am. 23/6/01]

- Voting qualification** 78. Subject to any restriction for the time being attached to any class or classes of shares, on a show of hands every member present in person or by proxy or by attorney duly appointed and whose power of attorney has been duly registered with the Company in accordance with the articles shall have one (1) vote, and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one (1) vote for every share held by him
79. If any Member be a lunatic, idiot or *non-compos mentis*, he may vote by his committee, receiver, *curator bonis* or other legal curator, and such last mentioned persons may give their votes either personally, or by proxy.

Vote for lunatic member

[Am. 23/6/01]

- Members only entitled to vote** 80. Save as herein expressly provided no person other than a member duly registered, or his attorney duly appointed and whose power of attorney has been duly registered with the, Company in accordance with these articles and who shall have paid everything for the time being due from him and payable to the Company in respect of his share, shall entitled to be present or to vote on any question either personally or by proxy, or as proxy for another member, at any General Meeting and no member shall be entitled to vote or be reckoned in a quorum at any General Meeting held after the First General Meeting in respect of any share that he has acquired by transfer, unless the transfer of the share in respect of which he claims to vote shall have been left with the Company for registration at least one month previously to the time of holding the meetings at which he proposes to vote, and shall have been registered.

Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such a 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.

Voting rights of shares of different monetary denominations

[Am. 23/6/01]

- Proxies permitted** 81. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's seal or under the hand of an officer or attorney duly authorised. The Directors may, but shall not be bound to require evidence of the authority of any such attorney or officer. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without limitation and the provisions of Section 149(1)(b) of the Act shall not apply to the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

[Am 23/6/01] [Am. 21/6/13]

- 81A. Where a member of the company is an exempt authorised nominee which holds ordinary shares in the company for multiple beneficial owners in one securities account (“omnibus account”), there is no limit to the number of proxies which the exempt authorized nominee may appoint in respect of each omnibus account it holds.

Appointment of more than one proxy

An exempt authorised nominee refers to an authorised nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of subsection 25A(1) of the Central Depositories Act.

82. The proxy paper shall be deposited at the Office of the Company not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the proxy paper proposes to vote.

Deposit of proxy

[Am. 19/12/08]

83. A proxy paper shall, as nearly as circumstances will admit, be in the form or to the effect the following:-

Form of proxy

“RIVERVIEW RUBBER ESTATES, BERHAD”

I, _____ of _____ being a member of RIVERVIEW RUBBER ESTATES, BERHAD, and entitled to vote (or votes) 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 _____ and at any adjournment thereof, and any poll demanded, respectively.

ATTORNEYS OF MEMBERS

84. A proxy paper executed by a corporation under Article 81 shall be deemed to include power to demand a poll.

Proxy of corporation may demand poll

If the attorney of any members acting for and on behalf of his principal as a member shall require to do or perform any act deed or thing under these Articles or otherwise at law permitted to be done or performed by an attorney of a member as such member he shall leave at the Office of the Company for registration a good and valid power of attorney duly stamped and authorising him thereto, accompanied by a copy thereof and shall pay to the Company a registration fee not exceeding Ringgit Malaysia One (RM1/-) and thereupon the Company shall register and return the original power of attorney and retain the copy thereof and thereafter the Company may dispense with the production of the original power of attorney at each and every occasion when the attorney shall purport to act thereunder.

Every act, deed or thing done or performed by an attorney duly registered under the article shall be valid notwithstanding the previous death of the member or revocation of the power of the attorney until notice of the death or revocation of the power of attorney until notice of the death and revocation of the power of attorney shall have been received by the Company.

DIRECTORS

85. The first Directors shall be William Paterson, Frank Ernest Mair, John Charles Osborne and Ernest George Watts.

First Directors

[Am. 23/6/01] [Am. 22/6/02]

86. Unless otherwise determined at a general meeting the number of Directors shall not be less than three nor more than eight. All the Directors of the Company shall be natural persons.

Number of Directors

87. The qualification of every ordinary director shall be the holding, in his own right and as sole holder, of not less than 1,000 shares of the Company.

Qualification of Directors

[Am. 19/12/08]

- | | |
|--|--|
| Qualification of Directors | 87A. No person shall be appointed or allowed to act as a Director or to be involved whether directly or indirectly in the management of the Company, including acting in an advisory capacity in relation to the Company, if he: - <ul style="list-style-type: none"> (a) has been convicted by a court of law, whether within Malaysia or elsewhere, of an offense in connection with the promotion, formation or management of a company; (b) has been convicted by a court of law, whether within Malaysia or elsewhere of an offense involving fraud or dishonesty or where the conviction involved a finding that he acted fraudulently or dishonestly; or (c) has been convicted by a court of law of an offence under the Act or such other prevailing laws and regulations of the relevant authorities. |
| Vacancies | 88. The Directors may fill up any casual vacancy occurring in their number and also shall have power, from time to time and at any time, to appoint any other duly qualified members to be additional Ordinary Directors, but so that the total number of Directors shall not exceed the maximum number fixed by Article 86 hereof, and so that no such appointment shall be effective unless two-thirds of the Directors concur therein; but every person so appointed shall retain office only until the next General Meeting and shall then be eligible for reelection. |
| Directors may act notwithstanding vacancy | 89. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number of Directors shall be less than the minimum number before specified, they shall do no act other than appointing a Director or Directors, or calling a General Meeting of the Company, until the number of Directors has been made up to the said minimum. |
- [Am. 25/1/37] [Am. 23/6/01]
- | | |
|---------------------------------------|---|
| Remuneration | 90. "Notwithstanding Article 91 and Article 94 hereof, the fees of the Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office Provided Always that:- <ul style="list-style-type: none"> (a) fees payable to Non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover; (b) salaries payable to Executive Directors shall not include a commission on or percentage of turnover; (c) 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; (d) any fee paid to an Alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter. |
| Directors' travelling expenses | 91. The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending Board meetings of the Company and of any Director shall be required to perform extra services or go or reside abroad or shall otherwise be specially occupied about the Company's business he shall entitled to receive a remuneration to be fixed by the Board or at the option of such Director by the Company in General Meeting and such remuneration may be either in addition to or substitution for any remuneration provided in the last preceding Article or may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes. |
| Resignation | 92. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance. |

[Am. 23/6/01]

93. The office of a Director shall be vacated:-
- (a) If he become of unsound mind or be found a lunatic.
 - (b) If he be convicted of an indictable offence.
 - (c) If he become bankrupt or suspends payment or compounds with his creditors.
 - (d) If, he is absent from more than 50% of the total Board of Directors' meetings held during a financial year.
 - (e) If he be requested in writing by all his Co-director to resign his office.
 - (f) If he ceases to hold the required amount of shares to qualify him for office or fail to acquire the same within two months after his election or appointment.
 - (g) If by notice in writing to the Company he resign his office.

**When office of
Director to be
vacated**

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid, unless, prior to the doing of such act, written notice shall have been served upon the Directors, or an entry shall have been made in the Minute Book, stating that such Director has ceased to be a Director of the Company.

94. A director may hold any other office under the Company in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

95. No Director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which this Company shall be a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director be liable to account to the Company for any profit arising from 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 the fiduciary relations thereby established, but except as to the agreement mentioned in Article 4 of these articles it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interests. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid and of he do so vote shall not be counted but the prohibition may be relaxed or suspended or relaxed to any extent by a General Meeting and such prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity or to the agreements referred to in Article 4 of these articles or to any modification of such agreements or any agreements substituted therefor or any matter arising therefrom. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under the 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 transactions with that firm or company.

**Directors may
contract with
Company**

[Am. 23/6/01]

96. At the Annual General Meeting in each year, at least one Director shall retire from office. An election of Directors shall take place each year. The Director to retire in each year shall be the Director who has been longest in office since the last election PROVIDED ALWAYS that all Directors shall retire from office once at least in each three (3) years but shall be eligible for re-election. As between Directors of equal seniority the Director to retire shall unless the Directors agree among themselves, be selected from among them by lot. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is appointed.

Rotation

[Am. 23/6/01]

**When candidate
for office of
Director must give
notice**

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

[Am. 19/12/08]

**Power to remove
Director**

98. The Company may by ordinary resolution remove any Director before the expiration of his period of office and may by ordinary resolution appoint another qualified person in his stead in accordance with the provisions of Section 128 of the Act. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed

ALTERNATE DIRECTORS

[Am. 23/6/01]

Appointment

99. A Director shall have power from time to time to nominate another Director or any person, not being a director, to act as Alternate Director and at his discretion to remove such Alternate Director but in the case of a person not already a Director his appointment shall not take effect until approved by a majority of the other Directors. An Alternate Director shall, during the absence of the Director appointing him, be entitled to receive notices of all meetings and to attend, speak and vote at such meeting, and shall have and exercise all the powers, rights, duties, and authorities of the Director appointing him. A Director may at any time revoke the appointment of an Alternate Director appointed by him, and, subject to such approval as aforesaid, appoint another qualified member in his place, and if a Director shall die or cease to hold the office of Director the appointment of his Alternate Director shall thereupon cease and determine.

[Am. 23/6/01]

**Responsibility of
Alternate Director**

100. Every person acting as an Alternate Director for a Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

[Am. 23/6/01]

**Notice to
Alternate
Director**

101. It shall not be necessary to give to any Director, who is not within Malaysia, notice of a meeting of the Directors, but where such Director is represented by an Alternate Director appointed under Article 99 hereof due notice of the meeting shall be given to such Alternate Director either personally or by sending the same through the post addressed to him at his last known place of address within the limits aforesaid.

POWERS OF DIRECTORS

[Am. 23/6/01]

**Business of
Company to be
managed by
Directors**

102. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Act or by these presents expressly required to be exercised or done by the Company in General Meeting; subject nevertheless to any regulation of these presents, to the provisions of the Act and to any regulations from time to time made by the Company in General Meeting; but no regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

103. Without prejudice to their general powers, it is hereby expressly declared that the Directors shall, in their management of the business of the Company, have the following powers: -
- Specific powers**
- (a) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at any price, and generally upon such terms and conditions, as they may think fit.
- To acquire property**
- [Am. 22/1/59]*
- (b) To sell, convey, transfer, lease, let, sublet, renounce, surrender or exchange for such price or other consideration, and upon such terms and in such manner as they may think fit, any property, or any rights, powers or privileges of the Company. Save and except no contract for the sale, exchange or transfer of any land which is planted with rubber trees shall be entered into unless and until the proposed sale, exchange or transfer has been approved by a Resolution of the Company in General Meeting, and then only if such Resolution shall have been passed by a majority of not less than three-fourths of the members present personally or by proxy at such meeting; if a poll is effectively demanded, then in computing the majority on the poll reference shall be had to the number of votes to which each member is entitled.
- To deal with property**
- (c) At their discretion to pay for any property rights or privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- To pay for property in debentures etc.**
- (d) To adopt such measures as they may deem expedient for establishing, developing, enlarging or improving and realising the property and business of the Company.
- To improve and develop**
- (a) To institute, conduct defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due, and to compromise any claims or demands by or against the Company.
- To bring and defend actions etc.**
- (f) To refer to Arbitration any claims or demands by or against the Company and to observe and perform the Awards.
- To refer to arbitration**
- (g) To secure the fulfilment of any contract or engagement entered into by the Company, by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.
- To secure contracts by mortgage**
- [Am. 23/6/01]*
- (h) Subject to the Listing Requirements and the provisions of the Act, to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgage of the Company's property as they may think fit.
- To give securities by way of indemnity**
- (i) To appoint such Managers, Officers, Clerks, Agents, and Servants for permanent, temporary or special services, as they may from time to time think fit, to determine their duties and powers, and fix their salaries or emoluments, and to require security in such instances, and to such amount as they may think fit; and also to remove or suspend any Manager, Officer, Clerk, Agent, or Servant for such as they deem sufficient
- To appoint officers, etc.**
- (j) To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or any part thereof.

- To appoint trustees** (k) To appoint any person as trustee to accept and hold in trust for the Company or, in which it is interested or for any other purpose and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such Trustee.
- To give receipts** (l) To make and give receipts, releases and other discharges for money payable to the Company, and for claims and demands of the Company.
- To draw and endorse cheques, etc.** (m) In the ordinary course of the Company's business to draw cheques on the Company's bank account or accounts; to make, accept draw, or endorse any promissory note, bill of exchange, Banker's draft, cheque, charter party, bill of lading, or other such like instrument on behalf of the Company, and to empower any one or more of their number, or any manager, secretary or other officer of the Company, to exercise these powers of they see fit.
- To appoint attorneys** (n) To appoint from time to time, and at any time, by Power of Attorney under the Seal, any person to be the attorney of the Company for such purposes and with such powers, authorities and directions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period, and subject to such conditions as the Directors may from time to time think fit and such appointment may (if the Directors think fit) be made in favour of any Company, or of the members, Directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors, and any such Power of Attorney may contain such provisions (including a Power of Substitution) for the protection or convenience of persons dealing with such attorney as the Directors may think fit.
- To appoint Committees and to delegate** (o) To delegate any of their powers to Committees consisting of such member or members of their body as they may think fit and may from time to time revoke such delegation. Any Committee so formed shall, in the exercise of powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this article.
- To invest moneys** (p) To invest and deal with any of the moneys of the Company, not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.
- To give commissions** (q) To give any officer or other person employed by the Company a commission on the profit of any particular business or transaction or a share in the general profit of the Company, and such commission or share of profit shall be treated as part of the working expenses of the Company.
- To make bye-laws** (r) From time to time to make, vary and repeal bye-laws for the regulation of the officers and servants of the Company.
- To make contracts** (s) To enter into all such negotiations and contracts, and rescind and vary a such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company, as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (t) To open branch registers in the United Kingdom or in any Colony.

MANAGING DIRECTOR

104. The Directors may from time to time appoint one of their body to be Managing Director of the Company for a fixed term or without any limitation as to the period for which he is to hold office and may from time to time remove or dismiss him from office and appoint another in his place or appoint a substitute during his absence from illness or any other cause. **Managing Director**
- [Am. 23/6/01]*
105. A Managing Director shall subject to the provisions of any contract between him and the Company, be subject to the same provisions as to retirement, 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 Managing Director. **Retirement, resignation and removal of Managing Director**
106. The remuneration of a Managing Director 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 and such remuneration may be either in addition or in substitution for his remuneration as a Director. **Remuneration of Managing Director**
107. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf; and may from time to time revoke, withdraw, alter, or vary all or any of such powers. **Powers and duties of Managing Director**

PROCEEDINGS OF DIRECTORS

108. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum. Each Director shall have one vote and all questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote, provided that the Chairman of a meeting at which only two directors are present shall not have a casting vote. **Quorum and voting**

[Am. 26.09.2014]

108 A

- i. *A person may participate in a meeting of the Board of Directors or any committee of the Board of Directors by conference telephone, video, electronic or such other communication facilities which would permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously in the way of discussions, questions and answers and voting.*
- ii. *Participation by a person in a meeting by conference telephone, video, electronic or such other communication facilities shall be treated as if that person was present in person at the said meeting and shall be counted towards the quorum notwithstanding the fact that he/she is not physically present at the Anchor Location where the meeting is to be held which shall be the registered address of the Company if at least one or more of the participants of that meeting are connected to the meeting from the registered address of the Company, failing which the Anchor Location shall be the place where the Company Secretary is at the start of the meeting. Remote Locations means any place other than the Anchor Location where a participant to the meeting can establish electronic access to the meeting.*
- iii. *Subject to the laws for the time being in force in this jurisdiction the contemporaneous linking together by an instantaneous telecommunication device of a number of directors no less than the quorum required by Article 108, whether or not any one or more of Directors is out of Malaysia, is deemed to constitute a meeting of Directors and all provisions of these Articles as to meeting of Directors will apply to such meeting held by instantaneous telecommunication device so long as the following conditions are met:*
 - a. *all the Directors shall have received notice of a meeting from the Company Secretary and/or the Chairman and/or any director by email and/or telephone confirmation or instantaneous telecommunication device for the purpose of such meeting. Notice of any such meeting will be given on the instantaneous telecommunication device or in any other manner permitted by these Articles;*
 - b. *each of the Directors taking part in the meeting by the instantaneous telecommunication device must be able to hear and/or see each other of the other Directors taking part at the commencement and for the duration of the meeting; and*
 - c. *at the commencement of the meeting each Director must acknowledge his presence for the purpose of the meeting to all other directors taking part.*
 - d. *In the event of failure of equipment, or other factor, which causes a lack of communication with a member(s) causing lack of a quorum, no additional business may be conducted until the quorum can be reconstituted.*
- iv. *A director may not leave the meeting by disconnecting his instantaneous telecommunication device unless he has previously obtained the express consent of the chairman of the meeting and a director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous telecommunication device unless he has obtained the express consent of the chairman of the meeting to leave the meeting.*

[Am. 26.09.2014]

108 A (Continued)

- v. *Minutes of the proceedings at a Board of Directors' meeting by instantaneous telecommunication device will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct minutes by the chairman of the meeting.*
- vi. *Any telecommunication method now known or hereafter developed may be used to conduct a telecommunications meeting, so long as the criteria set forth herein can be met.*
- vii. *All persons at both the Anchor and Remote Locations shall have real time video and/or audio contact with members participating, so as to know the entire discussion, deliberations and voting of the meeting.*
- viii. *Members participating from Remote Locations shall have the obligation to use appropriate equipment or take other precautions to eliminate static or other disturbances to the orderly conduct of the meeting.*
- ix. *The meeting procedures and meeting notice procedures to be followed at the electronic meeting shall be the same as those followed by the Company in a non-electronic meeting.*
- x. *Votes taken in electronic meetings shall be by roll call method, with each member audibly verbalising their vote.*
- xi. *Minutes of the meeting shall record the presence of members participating through electronic means. The roll call for members present will be taken verbally and recorded.*

Chairman

[Am. 23/6/01]

- 109. The Directors may from time to time elect one of their body to be Chairman of the Board of Directors, and determine the period for which he is to hold office, and unless otherwise determined the Chairman shall be elected annually and such Chairman shall preside at all meetings; but if there be no Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the meeting, the Directors present shall someone of their number to be Chairman of such meeting.
- 110. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the articles of the Company for the time being vested in or exercisable by the Directors generally
- 111. A resolution in writing signed and approved by letter by all the Directors who may at the time be present in Malaysia and who are sufficient to forma quorum, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted provided that where a Director is not so present but has an alternate who is so present, then such resolution must also be signed by such alternate.

Resolution in writing

When acts of Directors valid notwithstanding defective appointment

112. All acts *intra vires* the Company 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 Director or person acting as aforesaid, or that he was disqualified, be as valid as if such person had been duly appointed and was qualified to be a Director.

MINUTES

Minutes

113. The Directors shall cause minutes to be duly entered in books provided for that purpose:-
- (a) of all appointments of officers;
 - (b) of the names of the Directors present at each meeting of the Directors and of any Committee of Directors;
 - (c) of all orders and regulations made by the Directors and Committee of Directors;
 - (d) of all resolutions and proceedings of general meetings and of meetings of the Directors and Committees;
 - (e) of all resolutions, (or copies thereof) made and passed under Article 111.

And 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 matter stated in such minutes. .

THE SEAL

Custody of seal

114. The Directors shall provide for the safe custody of the Common Seal of the Company which shall only be used pursuant to a resolution of the Directors or a committee of the Directors authorising the use of the seal. The Directors may from time to time (subject to the provisions of Article 12 in relation to certificates) make such regulations as they think fit determining the persons and the number of such persons in whose presence the seal shall be affixed and, until otherwise so determined, the seal shall be affixed in the presence of at least one (1) Director and counter-signed by the Secretary or by a second Director or by such other person as may be authorised by the Directors for the purpose who shall sign every instrument to which the seal is affixed and the Directors may by resolution determine either generally or in any particular case that the signatures of any Director, the Secretary or such other persons appointed as aforesaid may be affixed or reproduced by facsimile, autographic, mechanical, electronic and/or any other means provided that the use of such is restricted to a certificate, instrument of transfer or other document of title in respect of any share, stock, debenture or marketable security created or issued by the Company to be given under the Common Seal of the Company. The Company may exercise the powers of Section 35(8) of the Companies Act 1965, and such powers are accordingly hereby vested in the Directors.

[Am. 23/6/01]

Seals abroad

115. 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.

BRANCH REGISTER

[Am. 23/6/01] [Am. 19/12/08]

Branch register

- 116 (Deleted).

DIVIDENDS

117. Subject to the rights of the holders of any shares entitled to any priority, preference, or special privilege, the net profit of the Company shall be divisible by way of dividend among the members in proportion to the amount paid up or credited as paid up on the shares held by them respectively. **Dividends how divisible**
118. The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors but the Company in general meeting may declare a smaller dividend. **Directors to recommend Company to declare dividend**
119. No dividend shall be payable except out of the profit or reserve funds of the Company. **Dividends only out of profits**
120. The Directors, without first obtaining the sanction of a General Meeting may from time to time pay to the members such interim dividends as in their judgment, the position of the Company justifies. **Interim dividends**
121. Notice of any dividend that may have been declared shall be given to each member in the manner in which notices are given to the members. **Notice of dividend**
122. Unless otherwise directed, any dividend may be paid by cheque or warrant, sent through the post to the registered address as appearing in the Register or the Record of Depositors, of the member entitled, and made payable to the order of the person to whom it is sent. The Company shall not be responsible for the loss of any cheque or dividend warrant, which shall be sent by post duly addressed to the member for whom it is intended. **Payment by post**
- [Am. 19/12/08]*
123. (Deleted).
124. No dividend shall bear interest as against the Company. **Unclaimed dividend**
125. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. **Dividends not to bear interest**
- [Am. 23/6/01]*
126. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or in part by the distribution of specific assets, and in particular of paid up shares debentures, or debenture stock of the Company, or in any one or more of such ways, and the Directors shall give effect to such resolution, and, where any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof and may determine that cash payments shall be made to any member 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 upon such trust for the persons entitled to the dividend as may seem expedient to the Directors. **Dividend and call together**
- 126A. The Company may by Ordinary Resolution upon the recommendation of the Board, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (but subject as hereinafter provided as to any sum standing to the credit of share premium account or capital redemption reserve fund) or to the credit of the Profit and Loss Account or otherwise available for distribution and not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits, and that the Board be accordingly authorised and directed to appropriate the profits or sum so resolved to be capitalised as capital to the members in the proportion in which such profits or sum would have been divisible amongst them had the same been applied or been applicable in paying dividends on the shares held by them on such date as shall be fixed by or in accordance with such resolution, and to apply such profits or sum on their behalf, either in or towards paying up the amounts (if any) for the time

being unpaid on any shares or debentures held by members respectively, or in the paying up in full of unissued shares or debentures of the Company of a nominal amount equal to such profits or sum, such shares or debentures to be allotted and distributed, credited as fully paid up, to and among such members in the proportion aforesaid, or partly in one way and partly in the other. Provided always that the share premium account or capital redemption reserve fund may, for the purpose of this Article only be applied in the paying up of unissued shares to be issued to members as fully paid.

[Am. 6/9/57]

- 126B. Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits or sum resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures (if any), and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares to which they may be entitled as the result of such capitalisation, and any agreement made under such authority shall be effective and binding upon all such members.

RESERVE FUND

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| Reserve fund.
Purpose of reserve
fund | 127. The Directors may establish a reserve fund, and, in any financial year of the Company, set aside out of profits of the Company, and carry to such fund either by employing it in the business of the Company, or by investing it in such manner, (not being the purchase of or by way of loan upon the shares of the Company) as they shall fit, and the income arising from such reserve fund shall be part of the gross profits of the Company, and shall not be accumulated and added to that fund unless the Directors so determine. Such fund may be applied for the purpose of repairing, improving, enlarging and maintaining the property of the Company, replacing wasting assets, meeting contingencies forming an insurance fund, paying, increasing, or equalising dividends, or for any other purpose for which the net profit of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Directors may also carry forward to the accounts of the succeeding year any balance of profits which they shall not think fit either to divide or place to reserve. |
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ACCOUNTS

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| Accounts to be
kept | 128. The Directors shall cause true accounts to be kept:-
(a) of the assets, credits, and liabilities of the Company.
(b) of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place. |
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[Am. 19/12/08]

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| Where to be kept | 129. The Books of Accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think fit. |
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[Am. 23/6/01]

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| Rights to inspect | 130. The Directors shall from time to time subject to the provision of the Act determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by a resolution of the Company in General Meeting. |
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[Am. 23/6/01]

131. The Director shall from time to time in accordance with Section 169 of the Act cause to be prepared and laid before the Company in general meeting such Audited Financial Statements, Directors' and Auditors' Reports as are referred to in the section made up to a date not more than six (6) months before the meeting. **Yearly account**

[Am. 23/6/01]

132. Every such Audited Financial Statements shall be accompanied by a report of the Directors and the Auditors as to the state and condition of the Company and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend to the members and the report shall be signed by two Directors. The interval between the close of a financial year of the Company and the issue of Audited Financial Statements relating to it shall not exceed four (4) months. **Directors' Report**

[Am. 23/6/01]

133. A copy each of such Audited Financial Statements and report shall not less than twenty one (21) days before the date of the meeting be sent to every member of, and to every holder of debentures of the Company under the provisions of the Act or of these Articles. The requisite number of copies of each such document as may be required by the stock exchange upon which the Company's shares may be listed shall at the same time be likewise sent to each stock exchange. 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 to more than one (1) 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 Company's Office. **Copies to be sent to members**

AUDIT

[Am. 23/6/01]

134. The financial statements of the Company submitted at the Annual General Meetings of the Company shall be examined and the correctness of the Income Statement and Balance Sheet ascertained by one or more auditor or auditors. **Accounts to be audited**
135. Auditors shall be appointed by the Company at each Annual General Meeting. Any auditor vacating office shall be eligible for re-election. **Appointment of auditors**
136. If only one auditor is appointed, all provisions herein contained relating to auditors shall apply to him. **Provision for case of single auditor**
137. (Deleted).
138. The remuneration of the auditors shall be fixed by the Company in General Meeting, except that the remuneration of any auditors appointed to fill up any casual vacancy, shall be fixed by the Directors. **Remuneration of auditors**
139. If any casual vacancy occurs in the office of auditor the Directors shall forthwith fill up the same. **Casual vacancy**

[Am. 23/6/01]

140. (Deleted).

[Am. 23/6/01]

141. (Deleted).

- Audited accounts conclusive** 143. Every account of the Directors when audited and approved by a General Meeting, shall be conclusive, except as to any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth be conclusive.

[Am. 23/6/01]

- Restriction in appointment of auditors** 144. A person, other than a retiring auditor, shall not be capable of being appointed auditor at an Annual General Meeting, unless notice of an intention to nominate that person to the office of auditor has been given by a member to the Company not less than twenty eight (28) days before the Annual General Meeting and the Company shall send a copy of any notice to the retiring auditor and, shall give notice thereof to the members in the mode allowed by these Articles, not less than fourteen (14) days before the Annual General Meeting, provided that if, after a notice of the intention to nominate an auditor has been so given, an Annual General Meeting is called for a date twenty eight (28) days or less after that notice has been given, the notice though not given within the time required by this provision, shall be deemed to have been properly given for the purpose thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Annual General Meeting.

NOTICES

- Notice how served** 145. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the Register or the Record of Depositors. A notice of any meeting convened to confirm as a special resolution a resolution previously passed may be given by advertisement.

[Am. 23/6/01]

- Members out of Malaysia** 146. A notice or other document shall be served by the Company or the Secretary on any member or Director, as the case may be, either personally or by sending it through the post in prepaid letter addressed to such member or Director at his registered address in Malaysia as appearing in the Register and the Record of Depositors or the Register of Directors, as the case may be, or if he has no registered address within Malaysia, to such address whether within or without Malaysia as may be provided by him to the Company for such purpose.

- How joint holders of share may be served** 147. All notices directed to be given to the members shall, with respect to any shares to which persons are jointly entitled, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to the holders of such share.

- Time to service of notice** 148. Any notice, if served by post, shall be deemed to have been served within twenty-four (24) hours after the letter, envelope or wrapper containing the same shall have been posted; and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office. A certificate in writing signed by any Manager, Secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

- Advertisement of notices** 149. All notices given by advertisement shall be advertised in at least one newspaper having a local circulation as the Directors shall think proper and shall be deemed to be served on the day when such advertisement shall appear, or, if it shall appear in two different newspapers and not appear on the same day in the said two papers, then on the last of the days on which it shall so appear.

- How time to be counted** 150. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall be counted in such number of days or other period.

151. Any notice or document delivered or sent by post to or left at the registered address as appearing in the Register or the Record of Depositors of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed sufficient service of such notice or document on his or her executors or administrators and all persons if any jointly interested with him in any such share. **Notice valid though member deceased**
152. Every person who, by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share, which previously to his name and address being entered in the Register or Record of Depositors, shall be duly given to the person from whom he derives his title to such share. **Transferees etc. bound by prior notices**

[Am. 23/6/01]

153. In the event of winding up of the Company in Malaysia every member of the Company who is not for the time being in Malaysia shall be bound within 14 days after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some house holder in Malaysia upon whom all summonses notices process orders and judgments in relation to or under the winding up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such member to appoint some such person and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes and where the liquidator makes any such appointment he shall with all convenient speed give notice thereof to such member by advertisement in a local newspaper or by a registered letter sent through the post addressed to such member at his address as mentioned in the register of members of the Company and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. **Service of process**

DISCOVERY

154. No member other than a Director shall be entitled to require discovery of or any information concerning the Company's trading or otherwise in relation to the trade or business or transactions or accounts of the Company which the Directors in their discretion may consider it inexpedient to afford and no member other than a Director shall be entitled to enter any of the premises of the Company or to inspect any of the books papers documents of the Company or in anywise to interfere with the management or conduct of the business of the Company.

INDEMNITY

[Am. 23/6/01]

155. Subject to the provisions of the Act every Director, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust. **Indemnity**

[Am. 23/6/01]

156. (Deleted).

WINDING-UP

- Winding up** 157. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up the excess shall be distributed among the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this article is to be without prejudice to the rights of holders of shares issued upon special conditions.

[Am. 23/6/01]

158. If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company, divide amongst the members in specie or in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

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

REMINDERS

[Am. 23/6/01]

- Reminders** 159. The Directors shall comply with the following provisions of the Act:-
- (1) Keeping of register of members (Section 158)
 - (2) Making an annual return in accordance with Part I and II of the Eighth Schedule (Section 165)
 - (3) Sending to the registrar notice of consolidation or subdivision of shares (Section 62)
 - (4) Calling a general meeting every year within the proper time (Section 143)
 - (5) Lodging with the Registrar, copies of special resolutions (Section 154)
 - (6) Keeping a register of directors and notifying names and changes in the Board (Section 141)
 - (7) Lodging in a proper return of allotments (Section 54)
 - (8) Having certificates ready for delivery (Section 107)
 - (9) Keeping registers of mortgages and charges and allowing inspection (Section 115)

EFFECT OF THE LISTING REQUIREMENTS

[Am. 23/6/01]

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

DUNCAN K PATERSON	Tronoh	Planter
W. G. AYTON	Ipoh	Accountant
G. G. DUDELL	Ipoh	Chartered Accountant
A. BUCHANAN	Batu Gajah	Planter
L D. MEAD	Ipoh	Mining Engineer
H. C. WRIGHT	Ipoh	Chartered Accountant
C. L. GREEN	Ipoh	Mining Engineer

Dated this 19 day of March 1936.

Witness to all the above signature.

A. N. KENION,
Solicitor, Perak.